

NeX3 Communications Acceptable use policy

1. Introduction

We intend our Acceptable Use Policy ("AUP") to help enhance the use of the Internet by setting standards for the acceptable use of our services and preventing unacceptable use. All users of NeX3 Communications Internet services (the "Services") must comply with this AUP. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. We also do not exercise editorial control over the content of any Web site (with the exception of our own NeX3 Communications Web site and our NeX3 Communications content pages), electronic mail transmission, news groups, or other material created or accessible over or through the Services.

However, in accordance with our Subscriber Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. Your violation of this AUP may result in the suspension or termination of either your access to the Services and/or your NeX3 Communications Networks account or other actions as detailed in Section 5 below. You should read this AUP in conjunction with our Terms and Conditions for Internet Access Service and other policies posted on our website.

2. Violations of NeX3 Communications Acceptable Use Policy (AUP).

For purposes of this AUP, "use" of or "using" the Services includes, without limitation, emailing, uploading and posting.

a. Unlawful Use. Using the Services to transmit any material intentionally or unintentionally that violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law.

b. Copyright Infringement. Using the Services to transmit any material that infringes on any patent, trademark, trade secret, copyright or other proprietary or intellectual rights of any party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

c. Threats and Harassment; Promotion of Illegal Activities. Using the Services to transmit any material that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise offensive, or using the Services to promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals.

d. Junk E-mail. Using the Services to transmit or facilitate any unsolicited or unauthorized advertising, promotional materials, "junk mail", Unsolicited Bulk E-mail and Unsolicited Commercial E-mail (collectively "Spam"). Any unsolicited commercial mail is Spam, regardless of the amount of mail sent, unless the recipient has specifically requested the information.

e. Fraudulent Activity. Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."

f. False Impersonation. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with any person or entity. Using anonymous remailers or nicknames and using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam e-mail address collectors does not constitute false impersonation.

g. Software Viruses. Using the Services to transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

h. Unauthorized Access. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of NeX3 Communications or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

i. Collection of Personal Data. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

j. Network Disruptions and Unfriendly Activity. Using the Service For any activity which adversely affects the ability of other people or Systems to use NeX3 Communications Networks Services or the Internet. This includes "Denial of Service" attacks against another network host or Individual user, and uploading, posting or otherwise transferring WebBots, CGI or any other scripts or executables designed to interfere with any NeX3 Communications web server. Interference with or disruption of other network users, network services or network equipment is prohibited. It is every Subscriber's responsibility to ensure that his or her network is configured in a secure manner.

k. Dedicated Server Sites services are intended for residential, non-business or commercial use and shall not be used to host a dedicated server site on the Internet. NeX3 Communications offers Home Office packages separately specifically for this purpose. You may obtain information about our Home Office product by contacting us through our website or calling one of our Customer Service Representatives.

l. Reselling. Reproducing, duplicating, copying, selling, reselling or exploiting any portion of the Services.

m. Unauthorized Commercial Activity. Engaging in commercial activities without subscribing to NeX3 Communications -provided or approved programs. This includes without limitation offering for sale any products or services, soliciting for advertisers or sponsors, or conducting raffles or contests that require any type of entry fee.

n. News. NeX3 Communications Subscribers should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. USENET can be a valuable resource if used properly. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups, especially regional groups not specifically named for such. The presence of such articles in a group is not indicative of the group's "intended" use.

Please familiarize yourself with basic USENET netiquette before posting to a newsgroup. NeX3 Communications considers "multi-posting" to 10 or more groups within a two week sliding window to be excessive. NeX3 Communications servers currently limit the number of allowable "cross-posts". NeX3 Communications Subscribers may not cancel messages other than their own messages; however, a Subscriber may cancel posts forged in that Subscriber's name. We may cancel any postings that violate this AUP.

3. Subscriber Contributed Content.

NeX3 Communications may, from time to time, invite and encourage Subscribers to contribute content ("Subscriber Contributed Content" or "SCC") to the NeX3 Communications content pages. For example, NeX3 Communications might request ideas and information from Subscribers regarding a particular topic on the content pages. Any response you make to such a

request or invitation is SCC.

Use of the SCC feature is subject to NeX3 Communications AUP and you agree to use the SCC feature only to post content that is legal, proper and related to the particular subject matter of the applicable content page(s). You agree that you are responsible for the SCC you post and for any consequences thereof. NeX3 Communications does not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any SCC or endorse any opinions expressed in SCC. NeX3 Communications does not control the content posted as SCC, and NeX3 Communications has no obligation to monitor SCC. However, NeX3 Communications reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove SCC, in whole or in part, for any reason whatsoever, in NeX3 Communications sole discretion. You acknowledge that any reliance on SCC will be at your own risk and that all SCC is public and not private communication.

By posting any SCC on the NeX3 Communications content pages, you automatically grant NeX3 Communications a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display the SCC alone or as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sublicenses. NeX3 Communications reserves the right at any time, and periodically, to modify or discontinue, temporarily or permanently, the SCC feature (or any part thereof) with or without notice.

4. Use of Your Account by Others.

You may not, through action or inaction, allow others to use your account for illegal or inappropriate actions. You may not permit your account, through action or inaction, to be configured in such a way that gives a third party the capability to use your account in an illegal or inappropriate manner. At some time in the future NeX3 Communications may offer two types of accounts: Master accounts and sub-accounts tied to Master Accounts. If you are the Master Account holder, you are responsible for all activity on the Master Account and on any of your sub-accounts. Violations of this AUP committed on any of your sub-accounts can lead to termination of the Master Account. You should therefore supervise the use of your account by anyone else, and you should not reveal your password to other users. When we send notices or warnings to any sub-accounts, we copy the Master Account. We will send general notices about changes to your services only to your Master Account. It is therefore important for you to regularly check your Master Account e-mail.

5. Reporting Violations of NeX3 Communications AUP

NeX3 Communications requests that anyone who believes that there is a violation of this AUP to direct the information to our Customer Help Desk. If available, please provide the following information:

- ◆ The IP address used to commit the alleged violation;
- ◆ The date and time of the alleged violation, including the time zone or offset from GMT;

Evidence of the alleged violation E-mail with full header information that provides the above