

Acceptable Use Policies

The Harbor Communications Network ("Network") and the services provided by Harbor which traverse or otherwise use the Network ("Services") may only be used for lawful purposes. Our Acceptable Use Policies specify the actions prohibited by Harbor Communications, LLC ("Harbor") to Network Users ("Users") and such policies are applicable to you, your employees, guests and any other individual provided access to Harbor Services. This Policy supersedes any other written or oral Acceptable Use Policies provided to you by Harbor.

By using any of the Services offered by Harbor, you are bound by and must comply with these Policies in their entirety.

General

Your Harbor account provides you access to a vast collection of networks and services around the world such as the World Wide Web, electronic mail, fax services, Voice over IP telephone service, and newsgroups. Your use of these services is subject to the following policies. Violations of these policies may result in termination of your account with or without notice.

Your use and continued use of the Network constitutes your agreement to use the Network in a manner consistent with this Acceptable Use Policies document and any and all applicable laws and regulations. Specifically, you will not use the Network or Harbor services or servers to distribute, link to, or solicit content that:

1. violates any law, regulation, treaty or tariff, including, but not limited to, material protected by copyright, trademark, trade secret, or other intellectual property right;
2. violates the rules, regulations and policies of any network, server, web site, database or service provider that you access through your Harbor account;
3. is defamatory, fraudulent, indecent, obscene, offensive or deceptive;
4. is meant to threaten, harass, abuse or intimidate others;
5. damages the name or reputation of Harbor, its affiliates and subsidiaries;
6. is harmful to minors, threatening, harassing, abusive, defamatory, vulgar, gratuitously violent, obscene, pornographic, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive;
7. infringes someone else's intellectual property or other rights;
8. advocates or solicits violence or criminal conduct;
9. specifically advertises firearms or ammunition, tobacco, alcohol, illegal drugs, or other contraband;
10. constitutes unsolicited or unauthorized advertising, junk or bulk e-mail, chain letters, or any other unsolicited commercial communication; or
11. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or communications systems or equipment.

Furthermore, you will not use the Network with the intent to break security on any computer network, or to access an account which does not belong to you; or in a manner which interferes with other customers' use and enjoyment of the services provided by Harbor.

Harbor strictly prohibits the reselling of data, internet and email services without Harbor's prior authorization.

This information is only a guideline, and is not intended to be all-inclusive. Harbor reserves sole discretion to determine whether any use of the Service is a violation of these policies.

Bandwidth, Data Storage and Other Limitations

You must comply with the then current bandwidth, data storage and other limitations on Harbor Services. Users must ensure that their activity does not improperly restrict, inhibit, or degrade any other user's use of Harbor Services, nor represent (in the sole judgment of Harbor) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede Harbor's ability to deliver and monitor our Services and/or other network services.

Electronic Mail Guidelines

Your Harbor account gives you the ability to send and receive electronic mail. Misuse of electronic mail may result in termination of service. The following examples are non-exclusive and are provided for your guidance.

1. You may not use your account to send unsolicited bulk or commercial messages ("spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such messages may only be sent to those who have explicitly requested it. This prohibition applies equally to Spam sent through or via the Harbor network and to Spam sent over other networks, but which directs the recipient to sites hosted by or accessed through the use of the Harbor Network.
2. You may not use your account to collect responses from unsolicited bulk or commercial e-mail sent from accounts with other providers.
3. Forging, altering or removing electronic mail headers is prohibited.
4. You may not send numerous copies of the same or substantially similar message, nor may you send very large messages or files to a recipient, with the intent to disrupt a server or account ("mail-bombing").
5. You may not use electronic mail to harass or intimidate others. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving e-mail, you must not send that person any further messages.
6. You may not forward or otherwise propagate chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings.
7. Harbor accounts may not be used to collect replies to messages sent from another Internet service provider if those messages violate this Acceptable Use Policies document or the acceptable use policies of the other service provider.
8. If you use the services of another provider to promote a web site hosted by or through Harbor, then the provisions of this Acceptable Use Policies document shall apply to the methods used to promote such site.

Harbor monitors e-mail storage space usage on our e-mail servers. Data stored in User accounts on Harbor's server is not owned by Harbor; therefore, data preservation is each User's responsibility. Harbor will backup only user configurations, not the actual content in the mailboxes. We are in no way responsible for the data and or the backup of that data, or for any data that may be lost. All email messages and attachments should be saved to Users' own storage device. Harbor maintains the right to purge stored material which exceeds space limits of 10MB per account and unread e-mail messages more than 90 days old, and to permanently disable accounts that have had no activity for 90 days.

Every effort is made to contact e-mail customers prior to taking any corrective action, in order that customers be given an opportunity to respond and correct the violations. However, if a customer does not respond to Harbor's contact attempt(s), or take the necessary steps to rectify the issue(s) or violation(s), Harbor may assume the right to take action as stated above.

A user shall not use another site's mail server to relay mail without the express permission of the site. The use of any electronic messaging for the purpose of soliciting e-mail for any e-mail address other than that of the poster's account or service, or with the intent to harass, annoy, or e-mail bomb, or for the purpose of collecting e-mail addresses or IP header information is prohibited. The forging of message header information is prohibited. A user may not permit its server to be used as a relay for Spam.

UPS Usage Guidelines

Understanding how to use your Harbor equipment can help you prevent loss of service and avoid costly service charges. A UPS (Uninterruptible Power Supply) may be used by Harbor to support your phone service and Internet when there is a power outage. If you plug other equipment (such as computers, computer peripherals, or any other items requiring electricity) into your UPS you may cause your phone and Internet service to go down, requiring a fee for a Harbor technician to come out and restore your service.

Web Sites

Harbor provides storage space and access for web sites through its Web Hosting service. In addition, dedicated accounts may provide for the hosting of web sites. Harbor will not routinely monitor the contents of your web sites. You are solely responsible for any information contained on your web site. However, if complaints are received regarding language, content or graphics contained on your web site, Harbor may, at its sole discretion, remove the web site hosted on Harbor servers and terminate your Web Hosting service. You may not use your web site to publish material which Harbor determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings. Unlawful content is that which violates any law, statute, treaty, regulation, or lawful order. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material which violates the privacy rights or property rights of others (copyrights or trademarks, for example). Indecent content is that which depicts sexual or excretory activities in a patently offensive matter as measured by contemporary community standards. Objectionable content is otherwise legal content with which Harbor concludes, in its sole discretion, it does not want to be associated in order to protect its reputation and brand image, or to protect its employees, shareholders and affiliates.

In the event the web hosting services are outsourced to a third party, User will be subject to the policies stated herein as well as the Terms and Conditions and Acceptable Use Policy of the third party provider. Users may access this document for Harbor's current third party web hosting provider at <http://www.weboperations.net/terms>.

Inappropriate Content

There may be content on the Internet or otherwise available over the Internet, and as such accessible through Harbor Services, which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. For example, it is possible to obtain access to content which is pornographic or offensive, particularly for children. Harbor will not be responsible for the content contained on the Internet or otherwise available through Harbor's Services. You must assume the risk of accessing content through our Service, and Harbor shall not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Content questions or complaints should be addressed to the content provider. You are solely responsible for any information that you or anyone you allow to access or use the Services (including any of your customers) publishes on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. By using Harbor Services to reproduce, publish,

display, transmit and distribute content, a Harbor customer is warranting that the content complies with this Policy and authorizing Harbor to reproduce, publish, display, transmit and distribute such content as necessary for Harbor to deliver the content in a timely manner.

Security Guidelines

Any violation or attempted violation of any system or network security element is prohibited, and may result in criminal and civil liability. Harbor will investigate incidents involving such violations and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, but are not limited to, the following:

1. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
2. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
3. Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.
4. Interference with other accounts, or unauthorized intrusion into any part of Harbor's systems or Network, or use any of our machines, files, accounts, networks to intrude without authorization into any other system.
5. Use of any of our services not included in your account, or circumvention of security in order to access services you are not paying for. This clause includes, but is not limited to, the scanning of our network or other networks with intent to breach and/or evaluate security.
6. Encumbrance of space, processors or other system resources beyond those allowed by your specific type of account.
7. Deliberate attempts to interfere with a service, overload a service or attempt to disable a service.
8. Attempted use of Internet services or systems without authorization. Such unauthorized use or attempted use includes, but is not limited to, password cracking, defrauding others into releasing their passwords, denial-of-service attacks (sending packets with an illegal packet size, UDP flooding, ping-flooding, half-open TCP connection flooding, etc.).
9. Use of programs, scripts, commands and/or messages with the intent to interfere with another user's service.
10. Transmission of computer viruses, trojan horses, cancel bots, or other destructive programming code with the intent to interfere with the operation, function, or use of any service or system.

Monitoring/Privacy

Harbor reserves the right to monitor any and all communications through or with Harbor facilities. User agrees that Harbor is not considered a secure communications medium for the purposes of the Electronic Communications Privacy Act, and that no expectation of privacy is afforded. It may become necessary for Harbor operators to examine system accounting logs and other records to determine if privacy violations or other network unfriendly activities have occurred. Harbor also reserves the right to access a User's mailbox or other files stored on Harbor's systems to resolve system problems or mail system errors.

Copyright Infringement

If Harbor becomes aware of material downloaded, distributed or posted by you that could be infringing on a third party's copyright, we will initiate an investigation. We will notify you of the copyright

infringement allegation and will allow you to respond to the allegation(s). If we find sufficient reason to believe that the material may be infringing on another's copyright, and that use of the work is not defensible, Harbor, at its discretion, may take steps to remove the offending material.

Harbor shall have no liability, directly or indirectly, to complainants or third parties for your infringing copyrighted materials. You shall reimburse us for all expenses associated with processing valid infringement allegations and defending any and all associated legal claims.

In the event you have a good faith belief that a User of Harbor's service is infringing on a copyright, please notify our Regulatory Department by mail at 1509 Government Street, Suite 300, Mobile, Alabama 36604 or by calling (251) 662-1532.

Any such notification must include the identity and location of the alleged infringing material and your contact information. In addition, your notice must include a signed statement that information in the notice is accurate, and that under penalty of perjury, you have the authority to act on behalf of the copyright owner.

Harbor will terminate the Internet accounts of subscribers who repeatedly download, distribute, post or otherwise make available materials that are protected by copyright in violation of United States copyright law as well as this Policy.

Cooperation with Authorities

Harbor reserves the right to cooperate with law enforcement and other authorities in investigating claims of illegal activity including, but not limited to, illegal transfer or availability of obscene or copyrighted material, postings or e-mail containing threats of violence or other illegal activity.

Harbor Communications' Right to Suspend or Cancel an Account

Upon being made aware of an alleged violation, an investigation will be initiated during which time access to services may be restricted. Violations may result in restriction, suspension or cancellation of services or such other action as deemed appropriate. Violations of a criminal nature will be reported to the appropriate law enforcement department.

Harbor also reserves the right to suspend or cancel service to a User at any time and without notice, in the event Harbor determines, in its sole judgment, that the User may be performing activities harmful to Harbor or its Users, operators, Internet provider, other business relationships or any other users of the Internet.

Indirect or attempted violations of the Policies contained herein, and actual or attempted violations by a third party on behalf of a Harbor customer, shall be considered violations of the Policies by such customer.

You agree to waive and hold Harbor harmless from any claims relating to any action taken by us as part of an investigation into a suspected violation of these policies or as a result of Harbor's conclusion that a violation of any of its policies has occurred. Therefore, you cannot sue or recover any damages whatsoever from Harbor as a result of the decision to remove material from our servers, or to suspend or terminate your account.

Harbor Communications' Right to Modify its Acceptable Use Policies

Harbor may modify these Acceptable Use Policies upon notice published online at Harbor's corporate website (www.harborcom.com). Use of Harbor services by User after such notice shall constitute User's acceptance of the modifications to these policies.

Contacts

Persons seeking to report possible violations of any of these Policies may contact us at abuse@harborcom.com.