

**Appendix A**  
**Vastnet Corp.**  
**Acceptable Use Policy**

Customers may use the Network Services and the Network only for its lawful and proper internal purposes. Transmission of any material (i) which is legally obscene, violates proprietary rights of third parties, impairs the privacy of communications or is otherwise unlawful, or (ii) which causes technical disturbances to the Network, or otherwise violates reasonable regulations of Vastnet, Inc. or other providers with respect to the Network, is prohibited. It is prohibited to knowingly engage in any activities that will cause a denial-of-service to any Vastnet customers, end-users, or other connected networks. Upon detecting any activity which Vastnet at its sole discretion determines to be in violation of this policy, Vastnet may elect to suspend or terminate without notice all or any portion of a service provided by it in the interest of preserving Network integrity.

### **Unsolicited Communications**

It is contrary to the Acceptable Use Policy of Vastnet for a direct customer, or for an Internet Service Provider customer to permit any third party, to use any Vastnet service, directly or indirectly, for the purpose of unsolicited mass transmissions or multiple or inappropriate postings in a manner which, in Vastnet's sole judgement and discretion, is abusive, offensive, inappropriate or unacceptable. Without limitation, any of the following activities constitute a prohibited use of Vastnet's services:

- 1) Posting or transmitting one or more articles, advertisements or other materials (i) to 10 or more unrelated Usenet newsgroups, forums including Internet Relay Chat (IRC), electronic mail lists or other similar groups or lists (collectively, Sites), or (ii) to any one or more Sites if the materials are off-topic according to the charter or other owner published description of the Site.
- 2) Sending any unsolicited electronic mail message (i) to 25 or more electronic mail users, or (ii) to multiple electronic mail users in a manner which generates one or more complaints from such users.
- 3) Obtaining or attempting to obtain unauthorized access to any account or computer resource not belonging to customer.
- 4) To engage in any of the aforementioned activities using the service of another Internet Service Provider, but relaying such activities through a Vastnet computer account, or using a Vastnet computer account as a maildrop for responses.

Upon detecting any activity which Vastnet determines to be in violation of this Unsolicited Communications policy, Vastnet may elect to take any one or more of the following steps:

- (i) Provide its direct customer with twenty-four (24) hours notice of an activity, during which period the direct customer must explain, cease, remedy or correct the activity, whether the activity is being conducted by itself, its employees, its customers or other third parties, to Vastnet's satisfaction in its sole discretion;
- (ii) Implement technical mechanisms where available to block or prevent multiple transmissions or postings using a Vastnet service;
- (iii) Suspend or terminate without additional notice relative to initial twenty-four hour notice as stated above all or any portion of a service provided by it;
- (iv) Recover any and all costs incurred by Vastnet in identifying, correcting or terminating prohibited activities under this Policy including the levying of cancellation or termination fees (replying to Spam complaints is billed @\$150/hr);
- (v) Pursue any and all other remedies which may be available to Vastnet under law, equity, contract or tariff (or under the customary practices and procedures of the Internet community); or
- (vi) Take any and all other lawful actions which Vastnet determines to be necessary or appropriate in connection with such prohibited activities.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_