

ACCEPTABLE USE POLICY

CASAIR, INC.
617 E. LAKE ST.
STANTON, MI 48888

INTRODUCTION

Casair, Inc. offers Internet access, web hosting, email and other related services to its employees and customers ("User" or "Users"). In addition, Casair, Inc. respects the privacy of its customers and users who access and disseminate information for commercial or non-commercial and public or private uses.

However, Casair acknowledges that there are potential legal and ethical principles involved in the use of Casair services. This Acceptable Use Policy (AUP) serves as a guide to the rights and responsibilities of those using Casair services. This document may change at any time with the most current version located at www.casair.net. Therefore, it is the Users' responsibility to periodically review the posted AUP. By accepting and using Casair services, the User acknowledges and accepts the conditions contained within this AUP.

PROVISIONS / CONDITIONS OF USE

Casair, Inc. Users agree to comply with the policies, guidelines, and prohibitions contained herein. Failure to do so shall constitute a violation of this AUP and may result in one or more, but is not limited to, the following:

- Immediate suspension of account privileges
- Termination of account
- Reimbursement of relevant expenses (legal, technical, and otherwise) for Casair actions related to violation

PROHIBITIONS

Casair, Inc. does not monitor, review, censor, edit, or take responsibility for any information created, data posted, or actions taken by Casair subscribers. The User accepts all responsibility for any information (legal or illegal) posted or otherwise distributed using Casair services. Because the information posted or distributed may harm Casair's or other subscribers' and non-subscribers' reputation, good will, and operations, Casair has identified the following prohibited activities. The User is in violation of this AUP when they, their customers, affiliates, or subsidiaries use Casair services in the following activities:

1. Post, store, access, or distribute obscene language or materials. This includes, but is not limited to: pornography, nudity, adult content, or other sexually explicit language/materials.

2. Defame or abuse others through
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harassing, threatening, defamatory, or abusive language/materials.

3. Post, store, access, or distribute code or other materials or to otherwise cause damage with Denial of Service, Viruses, Worms, Trojan Horses, or Other Destructive Activities. This includes data or material that may harm, interrupt, or in anyway cause damage to Casair or other network services.

4. Forge headers to purposely disguise, forge, misrepresent, or impersonate. This includes adding, modifying, or removing network header information to deceive or mislead others (SPOOFING)

5. Distribute or promote unsolicited commercial email (SPAM) pyramid schemes, or mail fraud schemes.

6. Engage in Intellectual Property Violations. This includes copyright infringements, trademark violations, software or music piracy, or other activities that misappropriate the property rights of others.

7. Access (illegal or unauthorized) to networks, accounts, or computers (CRACKING). This includes "hacking," or potential penetration efforts (such as port scans or other attempts to gather private or secure information).

8. Post, store, access, or distribute unlawful or unauthorized information (such as passwords, license keys, credit card information, private personal data, distribution lists/databases).

9. Send scripts/programs/commands developed to interrupt or interfere with the services offered to subscribers or to others via Casair networks or the Internet.

10. Advertise, sell or otherwise provide illegal materials, controlled substances, or information that may be used to destroy property, harm people or animals, or to break copyright.

11. Advertise, facilitate or distribute information, products, services, or software that violates any portion of this AUP.

12. Customer not to resell service, or knowingly permit service to be used by another residence or business entity.

13. Operate a server or services that allow outside access to a computer, server or provide services.

14. Customer to take reasonable steps to ensure wireless access points and/or wireless routers are not accessed by unauthorized computers.

15. Engage in any other activities (illegal or legal) using Casair services that Casair determines to be harmful to subscribers or

other Internet users or that may impinge upon Casair's operations, reputation, goodwill, or customer relations.

CONFIDENTIALITY

Although Casair, Inc. acknowledges the right to privacy of on-line communications, it is important for the subscriber to understand that Casair does not guaranty the privacy of information or data distributed via its network facilities nor does it take responsibility for the accuracy or security of that information.

Casair does reserve the right to monitor access and services to maintain the integrity and efficiency of its network(s). In the course of such monitoring, if Casair discovers a subscriber(s) engaged in prohibited or illegal actions as may be described above, Casair will suspend or terminate any or all services provided to such subscriber(s) and reserves the right to remove any materials in violation of this AUP. Casair will provide notice (electronic or written) to subscriber(s) of such action, the cause for the suspension of services and the actions necessary for services to resume (if, in the sole discretion of Casair, service resumption is deemed appropriate).

Casair assumes that Users are aware that electronic files are not necessarily secure. The security for subscriber information shall rest solely upon the subscriber. Users may find it appropriate and/or necessary to take action to secure its data from unauthorized access, tampering, or loss. Upon request, Casair may provide additional information or services to help the subscriber attain certain levels of security for additional costs.

Casair acknowledges that information stored on its computers is private and confidential. Requests for disclosure of subscriber's data will be honored only when authorized by the owner(s) of that information or as required by state, federal, or international law or treaty, or subject to subpoena or other order of a state, federal or international court.

DISCLAIMER

The "openness" of the Internet allows Users to access information, websites, chat rooms, bulletin boards, listservs, electronic mail and other forms of information sharing and communication. The subscriber must recognize that the communication via the Internet may contain inaccurate, objectionable or offensive material. Casair, Inc. does not endorse nor does it assume responsibility for the accuracy, morality, or efficacy of any material found on the Internet. Casair, Inc. makes no representations of any kind, expressed or implied, concerning information found on the Internet, any site or its content.

Accessing the Internet or using Casair's other network services are contingent upon the subscriber's agreement to release Casair and its officers, directors, shareholders, employees, and

successors and assigns, the "released parties", from any and all claims and liabilities resulting from the use of the Internet or other related Casair services, including without limitation, any claims or liabilities for damage to subscriber data, networks or other electronic devices attached to the network, or computer systems. By using Casair Internet or related services, the subscriber assumes the entire risk and liability of using the Internet or related services. The subscriber further agrees to indemnify and hold harmless each of the released parties from any claims or liabilities resulting from the use of the Internet or related services.

DIGITAL MILLENIUM COPYRIGHT ACT (DMCA) POLICY AND PROCEDURE

To protect the rights of copyright holders, it is our policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act (DMCA). The DMCA provides a process for a copyright owner to give notification to an online service provider concerning alleged copyright infringement. When a valid DMCA notification is received, the service provider responds under this process by taking down the offending content. On taking down content under the DMCA, Casair will take reasonable steps to contact the owner of the removed content so that a counter-notification may be filed.

On receiving a valid counter-notification, Casair generally restore the content in question, unless we receive notice from the notification provider that a legal action has been filed seeking a court order to restrain the alleged infringer from engaging in the infringing activity. If you believe you've found an infringement of your copyrighted material, please follow these steps to file an official DMCA complaint:

File a notice of infringement:

A written notification must be made. This can be done either by fax or written letter (regular mail or courier). Emails will not be accepted unless a prior arrangement has been made. The notification must include:

1. Information reasonably sufficient to permit Casair to contact you (email address is preferred);
2. A detailed description of the copyrighted work that was allegedly infringed upon, in the form of the original URL of the image, text, or page or other information that can specify the copyrighted work;
3. A detailed identification of the material, with enough information to locate the material. This includes what actions were taken in finding the material to the direct link to the infringing web page;
4. Include the following statement: "I have a good faith belief that use of the copyrighted materials described above

- as allegedly infringing is not authorized by the copyright owner, its agent, or the law.";
5. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."; and
 6. Signature (full legal name) on the written communication of a person authorized to act on behalf of the copyright holder or owner of an exclusive right that is allegedly infringed.

Send the written communication to the following

address: Casair, Inc.
Attn: DMCA Complaints 617 E. Lake Street Stanton,
MI 48888

OR Fax to:

(989) 831-5555, Attn: DMCA Complaints

Please note that you agree by submitting your complaint under this Acceptable Use Policy and DMCA Notification Policy that you will be liable for damages (including attorneys' fees and other costs) if you materially misrepresent a claim that content is infringing upon your copyright. Therefore, if you are not sure if material available online infringes your copyright (it may be protected under exceptions to the copyright law, such as fair use), we suggest that you contact legal counsel before submitting any claim.

Please note that a copy of each legal notice and claim (without your personal information) could be sent to a third-party partner for publication and annotation. Any privacy policy in effect for Casair, Inc. does not protect information provided in these notices.

Filing a Counter Notification:

To file a counter notification, you must provide a written communication (by fax or regular mail -- not by email, except by prior agreement) that sets forth the items specified below. Please note that by filing a Counter Notification or responding in any manner under the procedures set forth in this Acceptable Use Policy, you agree that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that a product or activity is not infringing the copyrights of others. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney. Your notification must include:

1. Detailed identification of the material

2. under controversy, with enough information to locate the material; Provide information reasonably sufficient to permit Casair to contact you (email address is preferred);
3. A statement that you, in good faith, believe that the use of the material in question was identified as a copyright violation as a result of mistake or misidentification, including detailed reasons of why you believe this;
4. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right."; and
5. A signature (your full legal name) on the written communication, address, and telephone number, along with a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, and that you will accept service of process from the person or agent of such person who provided the initial notification.

Send the written communication to the following

address: Casair, Inc.
Attn: DMCA Complaints
617 E. Lake Street Stanton, MI 48888

OR Fax to:

(989) 831-5555, Attn: DMCA Complaints

PHONE SERVICE CONDITIONS

NORMAL, REASONABLE RESIDENTIAL USE

Casair, Inc.'s service is a single (and not extended or multi-) family residential voice service. It is engineered to process and deliver traffic profiles and utilization levels of our typical residential customers' calling patterns (hereafter also referred to as "normal residential use). "Unlimited" refers to that type and level of usage. "Typical" refers to the calling patterns of at least 95% of our customers on a particular calling plan. Normal residential traffic profiles and utilization do not include business line or trunk class of service levels that may arise from business, multiple or extended family, community or fraudulent use. "Unlimited" does not refer to those types and levels of usage. Telephone utilization that is indicative of, or arising from, impermissible business, multiple family, community or fraudulent use, as outlined herein, on a residential class of service line may create network congestion that will manifest itself in increased busy signals for themselves and others.

Casair, Inc.'s residential unlimited service plans and features are only for single (and not extended or multi-) family residential (or personal, non-commercial) or co-branded use only. Co-branded use is defined as Casair, Inc. service that is provided by a third party partner under that third party partner's marketing brand, with or without reference to Casair, Inc. This means that only the account holder, residential family members, and those Extensions® registered with Casair, Inc. by the account holder may use Casair, Inc.'s residential unlimited service plans. Residential family members include your immediate family who reside in your personal residence - e.g., spouse, domestic partner, parents and/or children. If your residential service plan allows you to extend the service or feature(s) to another residential number, all use under that service plan is aggregated and must conform to single (and not extended or multi-) family residential (or personal, non-commercial) or co-branded use.

NORMAL, REASONABLE BUSINESS USE

Casair, Inc.'s unlimited small and home business service plans and features are for normal small or home business use. Normal, reasonable use on Casair, Inc.'s unlimited business plans must be in accordance with this Acceptable Use Policy, our Terms and Conditions and consistent with the types and levels of usage by typical customers on the same small or home business calling plan. Unauthorized or excessive use beyond that normally experienced by typical small or home business customers may create network congestion that will manifest itself in increased busy signals for themselves and others, and may result in service termination.

IMPERMISSIBLE USE(S)

Casair, Inc. evaluates customer usage in comparison to typical levels of permissible usage engaged in by legitimate customers (residential use under residential service plans, small business use under small business service plans, or affiliate use under co-branded service offers or plans).

Each of the following is impermissible under Casair, Inc.'s residential unlimited plans and considered outside of normal single (and not extended or multi-) family residential (or personal, non-commercial) or co-branded use:

- operating a business, even if operating from the residence
- operating any other enterprise, including not-for-profit or governmental
- operating a call center
- resale to others
- auto-dialing or fax/voice blasts
- telemarketing
- without live dialog, including use as a monitor, intercom or for transcription purposes

Over 95% of Casair, Inc.'s residential unlimited calling plan customers use less than 3000 minutes per month and do not have any unusual usage

patterns in terms of unique numbers called, high call forwarding/transferring usage and so on. A customer's aggregate usage may be considered outside of normal use if it exceeds 3000 minutes per month IN COMBINATION with one or more of the following, including, but not limited to, excessive:

- unique numbers called;
- call lengths;
- call forwarding/transferring;
- conference calling;
- short duration calls;
- number of calls made during a month;
- number of calls made to a conference calling service during a month;
- number of calls made during business hours;
- number of calls terminated and re-initiated consecutively, which, in the aggregate, result in excessive call lengths during a specific time frame; or
- other abnormal calling patterns indicative of an attempt to evade enforcement of this Reasonable Use Policy

Based on such a combination, Casair, Inc. may determine that abnormal, unreasonable or impermissible usage is occurring when compared to typical customers on the same calling plan, and may take appropriate steps described below to enforce this Policy and the Terms and Conditions.

Casair, Inc. may also determine that abnormal, unreasonable or impermissible usage is occurring, and may take appropriate steps described below even if the number of minutes used is not excessive, when a customer's calling patterns during more than one month reflect excessive:

- unique numbers called;
- call lengths;
- frequency of call forwarding/transferring;
- conference calling;
- short duration calls;
- number of calls made during a month;
- number of calls made to a conference calling service during a month;
- calls made during business hours;
- number of calls terminated and re-initiated consecutively, which, in the aggregate, result in excessive call lengths during a specific time frame; or
- other calling patterns indicative of an attempt to evade enforcement of this Reasonable Use Policy

FOR LAWFUL AND APPROPRIATE PURPOSES ONLY; CASAIR, INC. RIGHTS

You may not use our service or devices in any way that is illegal, fraudulent, improper or inappropriate. You may not use any automated means to manipulate our service or use our service to violate

any law, rule, regulation or any third party's intellectual property or personal rights.

We reserve the right to review your account and take further action, including, but not limited to, immediate suspension of your Casair, Inc. service if account usage is beyond normal standards for typical customers on the same calling plan, impermissible or detrimental to other customers' ability to use the service or adversely affects our operations. We may assess abnormal usage based on comparisons to the usage patterns and levels of our other customers on the same plan(s). If we determine that you are engaging in abnormal or impermissible usage, we will use commercially reasonable efforts to inform you and may provide you with the opportunity to correct the improper usage. If we afford you the opportunity to correct your abnormal usage patterns and you fail to immediately conform to normal use, we may exercise our right to transfer your service to a more appropriate plan, charge applicable rates for that plan, implement other limitations or suspend or terminate your service with or without notice. If we believe that our service has been used for an unlawful purpose, we may immediately terminate your service with or without notice and/or forward the relevant communication and other information to the appropriate authorities for investigation and prosecution. We reserve all of our legal rights.

CHANGES

Casair, Inc. reserves the right to change this Policy at any time. Changes shall become effective when a revised Policy is posted to Casair, Inc.'s websites.