



Acceptable Use Policy for DSL.net's Products and Services

Definitions. As used in this Policy, references to "DSL.net," "we," "us" and "our" shall refer to DSL.net, Inc. and/or its affiliates (including its telecommunications subsidiaries), as applicable; references to "you" and "your" shall be to any person or entity that receives services from DSL.net, including all end-users of any DSL.net-provided services or the DSL.net network; and "Policy" shall mean this "Acceptable Use Policy for DSL.net's Products and Services."

Responsibility to Abide by Policy. As an ongoing condition of our providing you with any service, you agree to abide by this Policy. You are responsible for your activities and for ensuring that anyone who uses the DSL.net network or services from or through you shall abide by this Policy. You are responsible for maintaining the basic security of your own computer systems to prevent their use by others in a manner that violates this Policy.

Relationship of Policy to Contracts. This Policy supplements but does not supercede or replace the contracts that customers have with DSL.net. If your contract restricts an activity that is not mentioned here or conflicts with this Policy, the contract shall govern.

General Provisions

Expectations on Use. You are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. Please respect the etiquette, customs and conventions of the forums and sites in which you participate. We expect you to have a basic knowledge of how the Internet functions, the types of uses which are generally acceptable, and the types of uses which are to be avoided. Common sense is the best guide as to what is considered acceptable use.

Responsibility for Content and Communication. You are solely responsible for your content and communications. We act only as a passive conduit for online distribution and publication of information. We cannot possibly censor, control, monitor or referee all content or communication that is accessible through a DSL.net service or over the DSL.net network. However, we reserve the right to monitor and take any action with respect to your content or communication if we believe in good faith that it may diminish the quality of our services, harm our reputation, violate evolving Internet community standards which we operate under or acknowledge, affect our ability to provide services, create liability for us or cause us to lose (in whole or in part) the goodwill of our customers or the general public or the services of our suppliers.

No Expectation of Privacy. You should be aware that, although privacy issues are very important to us, given the current regulatory and technical environment, you should not have an expectation of privacy in your use of any service, your account or any information associated with it. We cannot ensure that all private communications will remain private. Further, we reserve the right to periodically monitor our customers' network connections, equipment (including, without limitation, any customer premise equipment in support of service), and network traffic, and to gather information based on such monitoring, and to take such other actions as DSL.net shall solely determine to be necessary for the purpose of ensuring network security and performance. Please also see our Privacy Policy, a copy of which is posted on our main Web site (www.dsl.net) and our product micro sites (e.g., www.getduet.com).

Newsgroups in Particular. With respect to Internet newsgroups (e.g., Usenet news) accessible via our services, you understand that we are providing you with unfiltered access to such groups. You should be aware that we cannot, nor do we try to, control the content available via these newsgroups. By their very nature, some newsgroups may carry offensive, harmful or inaccurate material, in some cases in postings that have been mislabeled or are otherwise deceptive. Use caution and common sense when using these types of services. Notwithstanding the foregoing, DSL.net may adjust the newsgroups it carries at any time for any reason in its sole discretion.

Restrictions on Use

Lawful and Ethical Use Only. DSL.net services and facilities may be used only for lawful and ethical purposes. Your use of any DSL.net service (directly or indirectly) shall not in our good faith determination: (a) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (b) be used in connection with a civil or criminal violation of any local, state, federal or international law, statute, ordinance, regulation or government requirement (including, without limitation, the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising; theft; fraud; forgery; or misappropriation of funds, credit cards, or personal information); (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing or be construed as an attempt to inflict emotional distress; (d) be used to publicly host obscene or pornographic materials, or in a manner that would otherwise violate evolving Internet community standards which we operate under or acknowledge; and (e) contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information, including, without limitation, "pirated software", "hackers' programs or archives", "Warez Sites", or "IRC Bots."

Spamming Prohibited. You may not distribute unsolicited commercial or informational messages ("spam") or take any other action which imposes an unreasonable or disproportionately large load on our infrastructure. At our option and without further notice, we may use anti-spam technologies, such as automatic word and spam filters, that may terminate your messages without delivering them or prevent messages from reaching you. The following are expressly prohibited: (a) excessive usage of CPU time or storage space; (b) use of mail services, mail forwarding capabilities, POP accounts, or auto responders other than for your own account; (c) use of another site's mail server to send out unsolicited commercial or informational messages that reference a DSL.net site or cause others to reply to a DSL.net address or to use another site's mail server to relay mail without the express permission of the site; and (d) sending chain mail, charity requests, petitions for signatures, commercial advertising, informational announcements or unsolicited mail messages that in DSL.net's sole discretion might reasonably be expected to provoke complaints.

Open Mail Relays Prohibited. You may not use any portion of our services to facilitate, implement or permit e-mail relay services for third parties (i.e., "open mail relay").

Misuse of DSL.net Network or Services Prohibited. You may not without authorization do or attempt to do any of the following: (a) forge any TCP/IP packet header (or any part of the header information in an email or a newsgroup posting) or gain access to any account or computer resource not belonging to you (e.g., "spoofing") or otherwise hack, crack into, monitor, access, use, probe, or scan without authorization any system, network, data, traffic or security authentication measure; (b) obtain or attempt to obtain service by any means or device with intent to avoid payment; (c) access, alter, or destroy any information of any DSL.net customers or end-users by any means or device; (d) engage in any activities that will interfere with or cause a denial-of-service to any DSL.net customer or end-user or other Internet user, host or network (e.g., synchronized number sequence attacks, broadcast attacks, mailbombing, flooding, or deliberate attempts to overload a system); (e) use DSL.net's products or services in violation of law or in aid of any unlawful act; (f) post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which violate the rules of such newsgroup, forum, or list or are off-topic according to the charter or other owner-published FAQ or description of the group, forum or list; (g) engage in any prohibited activities using the service of another provider, but channeling such activities through a DSL.net-related server, or using a DSL.net-related server as a maildrop for responses; (h) resell access to CGI scripts installed on our servers; (i) falsify user information provided to DSL.net or to other users of the service in connection with use of a DSL.net service; or (j) permit any open mail relay condition to exist in any SMTP mailserver which you maintain on DSL.net's network.

Consequences

Suspension, Termination or Other Action. Upon a suspected violation of this Policy, DSL.net reserves the right to immediately suspend your service without prior notice, pending resolution of the issue to our satisfaction, and, if DSL.net determines that you have not resolved the issue or are not willing or able to resolve the issue to our satisfaction so as to prevent future violations of this Policy, to immediately terminate your service upon notice (which may or may not occur following an initial suspension of service). Violations of this Policy may result in a

demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service (in whole or in part), or other action appropriate to the violation, as determined by DSL.net in its sole discretion. DSL.net may involve, and will cooperate with, law enforcement, governmental agencies and investigatory units if unlawful activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations or alleged violations of this Policy (even if, upon investigation, no violation is found). Suspension of service hereunder shall not relieve you of your contractual obligations under your service agreement. You will be liable to us for any damages incurred by us or amounts that are required to be paid by us that arise out of or are related to your violation of this Policy, including, without limitation, damages paid to third parties, cost of repairs or replacements, reasonable attorneys' fees, court costs or other costs or damages incurred by us.

Interpretation

Policy not Exhaustive. The provisions of this Policy are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this Policy, is prohibited. We reserve the right at all times to prohibit activities that damage our commercial reputation and goodwill or affect the quality of our services or our ability to provide services.

Modification

Policy May Be Modified at Any Time. DSL.net reserves the right to modify any provision of this Policy at any time without notice. Revisions will be effective when posted to a DSL.net public Web site or otherwise distributed generally to DSL.net's customers.

Reporting Network Abuse

Reports and Complaints. Any party seeking to report any violations of DSL.net's Policy may contact DSL.net via e-mail at the following address: abuse@dsl.net. When possible, please include details that will help us to investigate and resolve the complaint.