

Flow Mobile shall periodically monitor Customer's use of the Service and Flow Mobile's network solely for the purposes of conducting quality control activities and enforcing the Terms of Service, including without limitation, this Acceptable Use Policy. All subscribers or customers who use the Services must agree to and must comply with this Acceptable Use Policy. Flow Mobile will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. In addition, violation of this Acceptable Us Policy may result in the suspension or termination of the Services.

ILLEGAL USE

The Service shall only be utilized for lawful purposes. Transmission, distribution or storage of material in violation of any applicable law or regulation is strictly prohibited. Examples of such violations include, but are not limited to:

- Material protected by copyright, trademark or other intellectual property rights
- Material that is obscene or defamatory
- Material that threatens or encourages bodily harm or destruction of property
- Material that unlawfully or otherwise harasses another
- Material that constitutes an illegal threat to Internet POP connectivity
- Material in violation of laws regulating export control

Unsolicited email messages are forbidden. These include, without limitation:

- Commercial advertising
- Bulk-email (SPAMMING) or informational announcements.

Flow Mobile Reserves the Right to immediate termination, civil or criminal prosecution as well as all other legal remedies available.

Use of another site's mail server to relay mail without the express permission of the site is strictly prohibited.

Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as SPAM) is explicitly prohibited.

If you, or someone you request to do so, tampers or alters the Equipment, firmware or software of the device in any way, you are responsible for any charges that result. You agree not to disrupt the Service or use it inconsistent with this Agreement. Flow Mobile maintains sole discretion to terminate your service without advanced notice should you tamper or alter the device.

Adding, removing or modifying identifying network, message, or article header information in an effort to deceive or mislead is prohibited while using the Services. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.

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", unregistered sales of securities, securities fraud and "chain letters" is prohibited.

Customer may not post or transmit any message, data, image or program which is libelous, defamatory, indecent, obscene or pornographic.

Customer may not post or transmit any file which contains viruses, worms, "Trojan Horses" or any other contaminating or destructive features. **Flow Mobile Reserves the Right to immediate termination, civil or criminal prosecution as well as all other legal remedies available.**

Law Enforcement. If we believe you are using or have used our Service for unlawful purposes, we reserve the right to audit, monitor and track your Service and usage subject to the requirements of the United States Patriot Act and other appropriate laws. You consent to our forwarding of any such communications and information to authorities. During such events, your name, telephone number, credit card information and other information may be sent to law enforcement. You agree this Agreement is sufficient notice to you of such activities. See our Privacy Policy posted at flowmobile.com.

LIMITED USE

The Broadband Service is intended solely for use within the residential or business location in which it is originally installed. Customer may not share the Service with other co-located entities, unrelated parties, other business entities or their employees. You are the authorized and legal account holder for the Service and all billing associated with the account. You may not resell or transfer your service, account or device to anyone else using your Flow Mobile account. At no time may your account be transferred to a non-U.S. resident. Attempted transfer of service does not relieve you of liability for the Service, features or charges. You may elect to add other authorized users to your account by calling 1-877-FLOW2GO.

2 GIGABYTE DOWNLOAD TRANSFER ALLOWANCE-BROADBAND

Customer's download allowance may be limited to 2 Gigabytes of data in a single month's period. After the limit is reached, Flow Mobile reserves the right to slow the Service to the customer to 50% of normal service and burstable rates.

INTENDED USE

The Broadband Service is designed for end user Internet access including email and web browsing. The Services are not to be used for network infrastructure applications or media intensive content. Flow Mobile reserves the right to limit or deny access for applications including, but not limited to:

- Web hosting
- Streaming services
- Backbone connectivity
- Internet POP connectivity
- Peer to peer file sharing (servng)
- Constant bit rate services

Flow Mobile reserves the right to limit or deny access to traffic generated by malicious applications including but not limited to:

- Computer or network viruses
- Trojan horses
- Denial of Service attacks

The VoIP Service is intended for placing calls worldwide from the U.S. If you move the Equipment to another country other than the U.S., you do so at your sole risk and we do not guarantee Service over such ISPs. Use of our Service is prohibited where illegal or in violation of local ordinances. You are personally liable for any such violations, damages and charges incurred.

SECURITY

Breach of system or network security is prohibited and may result in criminal action or civil liability. Investigation by Flow Mobile of suspected violations may involve law enforcement agencies depending on whether the violation is deemed to be criminal. Types of system or network security violations include, without limitation, performing or attempting to perform any of the following:

- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system, or broadcast attacks.
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- 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 of the system and/or network without express written authorization of Flow Mobile.
- Unauthorized access to or use of software embedded in the Subscriber Module, including any attempt to hack, reverse engineer or breach security or authentication measures of the software without express written authorization of Flow Mobile.

In addition, you shall defend, indemnify, and hold harmless Flow Mobile from any claims, damages, losses, or expenses incurred in connection with all claims, suits, judgments and causes of action for damages arising from your breach of any provision of this Agreement.

Flow Mobile is under no obligation to monitor your usage, bandwidth, transmissions and content of this Service. However, anyone using this Service agrees that Flow Mobile may monitor the usage, bandwidth, transmissions and content of the Service periodically to (1) comply with any necessary laws, regulations or other governmental requests; (2) to operate the Service properly or to protect itself, its network and its users. Flow Mobile reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of these terms and conditions.

The failure of Flow Mobile to enforce this Acceptable Use Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Acceptable Use Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.