

SMART CITY®

INTERNET ABUSE POLICY

IMPORTANT NOTE: Smart City Holdings, LLC and/or its Affiliates ("Smart City") may revise this Internet Abuse Policy (the "Policy") from time to time without notice by posting a new version of this document on Smart City's website at www.smartcity.com or any successory URL. All revised copies of this Policy are effective immediately upon posting. For purposes of this Policy, "Affiliate" means any entity that controls, is controlled by or is under common control with Smart City's operating company, Smart City Holdings, LLC.

The Smart City IP Network Abuse Department is responsible for supporting and enforcing the policies set forth in Smart City's Acceptable Use Policy ("AUP") and Smart City's various Internet Access Service agreements ("Service Agreement"). The policies set forth in the AUP and applicable Service Agreement have been put in place to protect the Smart City network and Internet Access Service customers from the adverse impact that can result from intentional violations of the AUP and/or Service Agreement. If you believe you have been the victim of activities which are in violation of Smart City's AUP and/or Service Agreement, our IP Network Abuse Department will take appropriate action to investigate and attempt to resolve the alleged violation.

If you feel that you have been a victim of Internet abuse which took place in part or completely on the Smart City network, please report the incident to abuse@smartcity.net. Make sure to include the date and time of the incident, log files, spam examples or any other information that may be useful to the investigation and verification of the incident as well as your name and phone number or email address so we may contact you directly.

Listed below are typical types and examples of activities which are in violation of the Smart City AUP and/or Service Agreement. If you are unsure whether you have been the victim of Internet abuse, the following examples may help in your determination. You may also refer directly to the Smart City AUP and/or applicable Service Agreement.

- **Illegal Activities.** Any activity which violates local, state, federal or international law. *Examples include: posting or disseminating illegal material (such as child pornography or obscene material) or using the Smart City network to facilitate pyramid or other illegal solicitation schemes.*
- **Security.** Attempting to gain unauthorized access to the Smart City network, Smart City subscribers or a Smart City affiliated service provider's network resources; attempting to disrupt network services or services of external networks using Smart City's Internet Access Service; attempting to gather third party personal information without consent. *Examples include: DoS attacks, computer virus distribution or the transmission of any other software or application that contains features harmful to the Smart City network or to Smart City subscribers or any other network service provider's subscribers.*
- **Inappropriate Content.** Distribution of content which is inappropriate for its intended recipient. *Examples include: distributing inappropriate content to minors and posting content that Smart City deems offensive on a Personal Website.*
- **Electronic Mail.** Any email related infractions. *Examples include: sending unsolicited bulk mail or 'spam'; sending email that contains threatening, abusive, illegal or libelous material.*
- **Instant Messaging.** Inappropriate use or misuse of instant messaging applications on the Smart City network. *Examples include: sending instant messages that contain threatening, abusive, illegal or libelous material.*
- **Web Space.** Inappropriate use or misuse of a Personal Website(s) that may be provided by Smart City or Smart City affiliates. *Examples include: posting illegal or inappropriate material such as child pornography or material that violates the privacy rights or property rights of others.*
- **Bandwidth, Data Storage and Other limitations.** Use of the Smart City network infrastructure in a manner that (i) exceeds the then current bandwidth, data storage or other limitations on the Smart City Internet Access Service or (ii) puts an excessive burden on the limitations of the network.