

# Acceptable Use Policy

ABS Computer Headquarters L.L.C. ("ABS") agrees to provide you ("User") with those services ("Service") set forth on the Application subject to User's compliance with the terms and conditions below.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE.

## Warranty Disclaimer

THE FOREGOING WARRANTIES SET FORTH ARE EXCLUSIVE AND NO OTHER WARRANTY IS EXPRESSED OR IMPLIED.

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION GIVEN BY ABS, ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER ABS NOR ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, CANCELBOTS, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

## Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL ABS, ITS AFFILIATES, ITS LICENSERS, ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM USER'S USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR USER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, ANY FAILURE OF PERFORMANCE, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ALTERATION OF OR USE OF USER'S ACCOUNT, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR UNDER ANY OTHER CAUSE OF ACTION. IN THE EVENT ABS IS FOUND LIABLE UNDER ANY CIRCUMSTANCE UNDER THE TERMS OF THIS AGREEMENT, ABS'S LIABILITY SHALL BE LIMITED TO THE UNUSED BALANCE OF USER'S SUBSCRIPTION PAYMENT PRO-RATED TO REFLECT THE CURRENT TERM.

If User is dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines or practices of ABS in operating the Service, User's sole and exclusive remedy is to discontinue using the Service.

## Indemnification

Notwithstanding anything to the contrary herein contained, User agrees to indemnify and hold ABS, its affiliates, its licensors, its contractors or their respective employees harmless against any and all liability, loss, claim, judgment, damage and expense (including without limitation attorney's fees and cost of litigation) incurred or suffered by ABS, its licensors, its affiliates, its contractors, or their respective employees as the result of any and all use of User's account whether authorized or not authorized or as a result of the negligence, willful misconduct, or breach of any of the terms of this Agreement by User, including but not limited to claims, liabilities, losses, damage, judgment and expense which arise out of alleged injury or death of any person or damage to property of every kind and description. User shall promptly notify ABS in writing of any claim of which it is obligated under this indemnity. User shall have the right to assume the defense of any such claim. User and ABS shall confer as to and agree on the legal counsel(s) to be selected in any such defense.

## Age Limit

User represents to ABS that he or she is 18 years of age or older. User understands that certain materials available from Service provided under the terms of this Agreement may not be suitable for individuals under the age of 18.

## Sexually Explicit Materials

User understands that the Internet contains unedited materials some of which are sexually explicit or may be offensive. User accesses such materials at his or her own risk. ABS has no control over and accepts no responsibility whatsoever for such materials.

## Prohibited Uses

### **User may not:**

Send unsolicited email, (known as 'Spam') to anyone residing on our servers or through our servers, or when dialed into the network. The following types of email sent constitute as Spam: Forged email To/From address other than from the actual sender or to the actual recipient. Message subject not related to the email body. Email not requested by the recipient. Emails sent in bulk by sender. Mail bombs.

Restrict or inhibit any other user from using and enjoying the Internet;

Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;

Post on web space provided any sexually explicit materials or materials that may be offensive.

Post or transmit any information or software that contains a virus, Cancelbot, Trojan horse, worm or other harmful component;

Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);

Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder;

Upload, post, publish, transmit, reproduce, transmit or distribute in any way any component of the Service itself or derivative works with respect thereto;

Send unsolicited advertising or promotional materials to other network users (See section titled "MESSAGING");

Allow users to run Mail list, Listserv or any form of auto-responds from User's account;

Run or activate processes while User is not logged in;

Violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that deemed threatening or obscene, or engage in any kind or illegal activity;

Violate any of the rules, regulations and policies of those networks and computer systems accessed via User's account.

ABS has no obligation to monitor the Service. However, User agrees that ABS has the right to monitor the Service electronically from time to time and to disclose any information as may be necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. ABS will not intentionally monitor or disclose any private E-mail message unless required by law. ABS reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole and absolute discretion, are unacceptable, undesirable, or in violation of this Agreement. ABS reserves the right to suspend access to the Service for User's account. The account's suspension may be rescinded within the sole and absolute discretion of ABS following payment of a reconnection charge, to be determined by ABS in its sole and absolute discretion.

## Messaging

User agrees to limit their use of the ABS service, specifically regarding the use of ABS's electronic (email) services, to the following restrictions:

### **Unauthorized Use of Relay Servers**

User agrees that any unauthorized use of any email server located throughout the Internet for the purposes of relaying or distributing messages is prohibited.

### **Fraudulent Addressing**

User agrees that the purposeful distribution of any email message where the return address, originator's address, or any other identifiable aspect of the message has been purposefully altered is prohibited. User may not purposefully misrepresent the origination information of any email messages sent while using the ABS service.

## Fraudulent Content

User agrees to be held responsible for the distribution of fraudulent materials.

VIOLATION OF ANY OF THESE TERMS WILL RESULT IN IMMEDIATE TERMINATION OF SERVICES. FURTHERMORE, VIOLATION OF ANY OF THESE TERMS, RELATING TO THE TERMS DESCRIBED WITHIN THIS "MESSAGING" SECTION OF THIS DOCUMENT, WILL RESULT IN THE IMMEDIATE PENALTY OF \$200. ABS RESERVES THE RIGHT TO CHARGE USER'S CREDIT CARD, IF ON FILE FOR USE IN PAYMENT OF ABS SERVICES, A ONE-TIME FEE OF \$200 PER VIOLATION OF THESE TERMS. IN THE EVENT USER PRE-PAYS FOR THEIR ABS SERVICE VIA CASH, CHECK, OR MEANS OTHER THAN CREDIT CARD, ABS RESERVES THE RIGHT TO INVOICE AND HOLD USER RESPONSIBLE FOR THE ONE-TIME FEE OF \$200 PER VIOLATION OF THESE TERMS. USER ALSO AGREES TO THE IMMEDIATE TERMINATION OF ABS SERVICES FOR VIOLATION OF ANY OF THESE TERMS.

## Terms of Payment

A credit card User agrees to allow ABS to bill his or her card on each successive billing date without obtaining User's permission after the initial charge. A credit card User shall notify ABS of any changes in credit card number or expiration date. If the card is not honored for any reason, ABS will attempt to notify the cardholder by using the telephone information given at sign-up or by E-mail. ABS will call the cardholder, and if alternative billing has not been established, the account will be terminated. Restoring the account will be subject to a setup fee of \$10.00.

If payment is by check, payment due dates are indicated on User's invoice. Dishonored checks are subject to a collection fee to be determined by ABS in its sole and absolute discretion and User's account may be suspended until the account is current. If payment is not received, service will be terminated and a setup fee of \$10.00 will be added to charges for additional Service.

ABS maintains the right to terminate Service for any unpaid subscriptions. Accounts in default are subject to an interest charge of 2.5% per month on the outstanding balance. Termination of Service shall not relieve User from the obligation to satisfy outstanding invoices. In the event ABS utilizes an attorney to collect any unpaid amounts, User shall be responsible for the payment of all of ABS's attorneys' fees and costs in the collection of these sums.

ABS reserves the right to change prices at any time without prior notice to its customers or the public. Price changes will not be retroactive for existing customers, regardless of the length of their existing service subscription.

## Right to Cancel

ABS reserves the right to cancel Service for any reason without prior notice. Pre-paid service is non-refundable. ABS will not refund any shipping or handling fees. Cancellations after the first of the month will be charged for that month.

User must notify ABS via telephone or in writing to cancel Service. Cancellations shall not be honored by electronic mail. Fees for any setup, shipping and handling, and monthly service charges placed by ABS are non-refundable.

## No Confidentiality

Information transmitted through ABS and through the Internet in general is not confidential. ABS cannot and shall not guarantee privacy or protection of any User. ABS reserves the right to monitor any User's transmissions when deemed necessary for providing proper service and/or to protect the rights and property of ABS.

## Customer Information

Unless required by court order, subpoena or other legal request, or upon the advice of counsel, ABS may publish User's name and other consumer information in one or more directories that may be accessed by other Internet users. In addition, unless User notifies ABS to the contrary as provided above, ABS may make such information available to third parties from time to time. User understands further that merchants on the Internet may have access to such information and may make it available to third parties in accordance with their normal practices unless User notifies those merchants directly that User does not wish such information to be made available.

## Non-transferable

The right to use the Service is not transferable. Accounts are for User's use only. User shall be responsible for the confidentiality of User's password. Loaning User's account to others, connecting a system used by multiple persons, group use of user log-ins, and consuming more than one modem line are explicitly prohibited. If User has multiple accounts, then User shall be limited to one login session per system account at any time. Violation of those terms shall constitute theft of Service and may be prosecuted under civil and criminal law.

## Purchases on the Service

If User wishes to make purchases on the Service, the merchant or information or service provider from whom User is making the purchase to supply certain information, including credit card or other payment mechanism information, may ask User. User agrees that all information User may provide any merchant or information or service provider on the Service for purposes of making purchases shall be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services on the Service set their own prices and may change prices or institute new prices at any time. User agrees to pay all charges incurred by users of User's account and credit card or other payment mechanism at the prices in effect when such charges are incurred. User shall also be responsible for paying any applicable taxes relating to purchases on the Service.

## No System Backup

ABS does not and will not perform system backups on any User's E-mail account(s). ABS shall not be held responsible for any lost E-mail data, email attachments, or any E-mail message contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, ABS will not provide historical data, to any party for any reason, regarding any system or Internet activity.

ABS shall not be held responsible for any lost web data, web files, or any website contents, regardless of the reasoning for data loss or system causes. Except as otherwise set forth herein, ABS will not provide historical data, to any party for any reason, regarding any system or Internet activity.

## Failure to Comply With Terms and Conditions

ABS may deny User access to all or part of the Service without notice if User engages in any conduct or activities that ABS in its sole discretion believes violates any of the terms and conditions in this Agreement. If ABS denies User access to the Service because of such a violation, User shall not have the right (1) to access through ABS any materials stored on the Internet, (2) to obtain any credit(s) otherwise due to User, and such credit(s) shall be forfeited, (3) to access third party services, merchandise or information on the Internet through ABS, and ABS shall have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.

## Miscellaneous

User agrees to notify ABS if User moves or otherwise changes his or her mailing address or phone number, and to list a truthful name, postal address and telephone number on the forms User supplies to ABS.

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

ABS's failure to insist upon or enforce strict performance of any provisions of this Agreement shall not be construed as a waiver of any provision or right. neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

ABS may modify this Agreement from time to time by placing a notice of such modification on our website, and User's continued use of the Service following notice of such modification shall be deemed to be User's acceptance of any such modification. It is User's responsibility to check this online area regularly to determine whether this Agreement has been modified. If User does not agree to any modification of this Agreement, User must immediately stop using the Service.

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska without regard to its conflicts of law provisions. Any cause of action User may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

ABS shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation or any cause beyond the reasonable control of ABS.

Venue for litigation of any dispute, controversy, or claim arising out of, in connection with, or in relation to this Agreement, or the breach thereof, naming ABS as the defendant, shall be proper only in a venue determined by ABS.

In any action between ABS and User to enforce any of the terms of this Agreement, ABS shall be entitled to recover expenses, including reasonable attorney's fees.

## **ABS Computer Headquarters L.L.C. Acceptable Use Policy & Service Level Agreement**

This Service Level Agreement (SLA) is made and effective by and between ABS Computer Headquarters L.L.C. (Provider) and Subscriber on the date Subscriber signs the ABS Internet Signup agreement.

### **1. Recitals:**

Installation and use of service constitutes acceptance of this agreement. Subscriber and / or any person using the Service of Equipment provided by ABS Computer Headquarters L.L.C. to Subscriber hereunder, accepts the terms and conditions contained in this SLA and shall be bound thereby as follows:

### **2. Deposit:**

ABS Computer Headquarters L.L.C. reserves the right to collect from Subscriber a first month's deposit as security for the performance of all of Subscriber's obligations under this Agreement, including, but not limited to, return of the Equipment in good condition as required hereunder. If Subscriber does not comply with all the terms of this Agreement, ABS Computer Headquarters L.L.C. may, without limitation to any other rights or remedies it may have, use the deposit to pay any sum payable by Subscriber, and to reimburse ABS Computer Headquarters L.L.C. for any damages and costs arising by Subscriber's default.

### **3. Billing:**

All services provided by ABS Computer Headquarters L.L.C. will be billed on a monthly basis in advance, and will include all applicable Federal, State, and Local taxes. If the subscriber utilizes a ABS Computer Headquarters L.L.C. provided service that has additional hourly charges or one-time special charges, these charges will be billed at the time of the next monthly invoicing. Credit Card authorized payments will be billed in a similar manner. Payments not received within 30 days after invoice date will be subject to a 1.5% finance charge and ABS Computer Headquarters L.L.C. reserves the right to terminate or interrupt service at this time. A returned check charge of \$29.00 will be applied.

#### **4. Term:**

Client understands that the rate per month is dependant upon the term of agreement. This Agreement shall become effective on the date it is executed by both Parties, and shall remain in effect for 24 months or until terminated as provided herein. This Agreement shall continue in effect on a month-to-month basis following the initial term until either Party gives the other Party at least thirty (30) days prior written notice of its intent to terminate the Agreement. All billing disputes must be received by ABS Computer Headquarters L.L.C. at its business office in writing within 30 days. Cancellation of the service must also be submitted in writing or electronic mail, and the obligation to pay for service will continue until such notice is received. Termination of service does not constitute relief from amounts owed prior to termination.

#### **5. Customer Premises Hardware:**

Subscriber shall not alter, modify or tamper with the Equipment nor will Subscriber relocate the Equipment. Notwithstanding the forgoing, upon receipt of a written request by Subscriber, ABS Computer Headquarters L.L.C. may relocate the Equipment for Subscriber within its premises at a time mutually agree to by ABS Computer Headquarters L.L.C. and Subscriber. All Equipment, except for any equipment purchased and paid for in full by Subscriber, will at all times remain the property of ABS Computer Headquarters L.L.C. Subscriber may not mortgage, sell, transfer, lease, encumber or assign all or part of the Equipment to any third party. **Subscriber shall be responsible for maintaining insurance coverage on all equipment owned by ABS Computer Headquarters L.L.C. that is located on Subscribers premises in an amount equal to the full retail cost of the repair or replacement and any installation cost of any lost, stolen, acts of God, un-returned, damaged, mortgaged, sold, transferred, leased, encumbered or assigned Equipment or part hereof, together with any costs incurred by ABS Computer Headquarters L.L.C. in obtaining or attempting to obtain possession of any such Equipment.**

#### **6. Warranty:**

ABS Computer Headquarters L.L.C. makes no warranties of any kind, either expressed or implied, for service provided. ABS Computer Headquarters L.L.C. is not responsible for any damages you may suffer from the use of our service, including, but not limited to, loss of data, services interruptions and delays, or third party litigation. Subscriber shall ensure that such equipment is technically and operationally compatible with the Service and in compliance with applicable Federal Communications Commission rules and regulations prior to ABS Computer Headquarters L.L.C.'s installation. The installation, use, inspection, maintenance, repair and removal of the Equipment may result in service outages or potential damage to Subscriber's computer. Subscriber therefore agrees to back-up all existing computer files by copying them to another storage medium prior to installation of the Equipment. ABS Computer Headquarters L.L.C. shall have no liability

whatsoever for any damage to or loss or destruction of any of Subscriber's equipment, software, files, data, or peripherals.

#### **7. Downtime:**

There shall be no credits, reductions, or setoff against the charges for Service for downtime or interruption of Service unless such Service interruption exceeds 24 hours in duration. ABS Computer Headquarters L.L.C. shall provide Customer with a credit equal to 1/30 of the recurring monthly charge for Service for each twenty-four hour period for the time of notice of interruption until Service restoration, continuous interruption. A credit allowance will not be given for mistakes, omissions, interruptions, delays, errors, defects or curtailments in the Service caused by the negligence or willful act of Customer or others, or mistakes, omissions, interruptions, delays, errors or defects caused by failure of the Equipment or of Service provided by ABS Computer Headquarters L.L.C.

#### **8. Information:**

ABS Computer Headquarters L.L.C. and its affiliates, along with any parties from whom ABS Computer Headquarters L.L.C. obtains network services, exercise no control whatsoever over the content of the information passing through ABS Computer Headquarters L.L.C.'s network. ABS Computer Headquarters L.L.C., Inc makes no warranties of any kind, whether express or implied, for the content of the information passing through its network. ABS Computer Headquarters L.L.C. specifically denies any responsibility for the accuracy or quality of information obtained through its Service. Subscribers are responsible for their own viewing habits and their Users', including minors. ABS Computer Headquarters L.L.C. does not block, filter or screen postings or sites on the Internet in whole or in part and has no obligation to monitor Internet content. However, Subscriber acknowledges and agrees that ABS Computer Headquarters L.L.C. has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to perform the Service properly as ABS Computer Headquarters L.L.C. deems in its sole discretion, or to protect itself or its subscribers.

#### **9. Network Security:**

The wireless Internet network used in connection with the Service is a shared resource amongst other Internet users and ABS Computer Headquarters L.L.C.'s Subscribers. Accordingly, there is a risk that other parties may be able to access, monitor and / or decode Subscriber's traffic. This risk of eavesdropping exists not only over ABS Computer Headquarters L.L.C.'s network, but also on the Internet and the other services to which access is provided by ABS Computer Headquarters L.L.C. as part of the Service hereunder. Any information sent by Subscriber over the network is sent at Subscriber's sole risk. Some software includes capabilities that permit other users to cross a network such as ABS Computer Headquarters L.L.C.'s and the Internet to gain access to the Subscriber's computer and to the software, files and data stored on the computer. ABS Computer Headquarters L.L.C. therefore recommends that Subscriber disable file and

print sharing and other capabilities that allow users to gain access to Subscriber's computer, hereby acknowledges and agrees that Subscriber does so at its own risk. When using the computer to access the Internet or any other on-line network or service via the Service, there are certain applications, such as FTP (File Transfer Protocol) server and HTTP (Hyper Text Transfer Protocol) server, that may be used to allow other ABS Computer Headquarters L.L.C. subscriber runs any such applications, Subscriber should take the appropriate security measures.

## **10. Acceptable Use:**

Subscriber acknowledges that the Home, Small Office, Medium Office, and Large Office wireless service packages are to be used only for client-side access to the Internet. Client-side access is defined as IP or UDP protocol traffic originating from the subscriber's computer. For example, client side access does not permit the use of Gain Wireless for serving content though FTP, HTTP, SMTP, POP3, Game Servers, Audio files, or Video files.

Corporate-level subscribers may utilize Gain Wireless for server-side connectivity, provided that the subscriber's needs are mutually understood and agreed upon by both ABS Computer Headquarters L.L.C. and the subscriber. Subscriber shall use ABS Computer Headquarters L.L.C. for lawful purpose only. Subscriber shall not post or submit through ABS Computer Headquarters L.L.C. any material which violates or infringes upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of public or private rights, vulgar, obscene or otherwise objectionable, which encourages conduct that would constitute "slamming" on the Net. Attempts to gain unauthorized access to other computer systems are prohibited. Users must comply with the rules and regulations of any network they access through ABS Computer Headquarters L.L.C. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to : copyrighted material, a material that is threatening or obscene, or material protected by trade secret. Subscriber agrees to defend, indemnify and hold harmless ABS Computer Headquarters L.L.C., its affiliates, directors, officers, employees, and agents, for all damages and claims that may arise from the Subscribers use or misuse of the service which damages either the Subscriber, ABS Computer Headquarters L.L.C. or a third party.

Subscriber and its Users shall not post to newsgroups until they have familiarized themselves with the subjects and established guidelines and restrictions of the newsgroup. All such Usenet guidelines and restrictions are hereby incorporated herein by reference and Subscriber and its Users unconditionally agree to adhere to them. These guidelines and restrictions include, but are not limited to, the following: Only post articles that are relevant to the newsgroup. Most newsgroups do not allow commercial postings. Users should verify this restriction before making any such posting. Blanket postings to all or large numbers of newsgroups simultaneously with disregard to the newsgroups' subject are forbidden. Chain letters shall not be posted. Unauthorized creation of newsgroups is prohibited.

Subscriber agrees unconditionally to not cause harm to the Equipment or third party equipment, software, or processes used in connection with furnishing the Service. Subscriber may not restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Internet, including, without limitation, hosting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature; or generating levels of traffic sufficient to impede others ability to send or retrieve information. Any breach of this provision may result in civil and / or criminal penalties pursuant to applicable local, state and federal law and may result in the immediate termination of ABS Computer Headquarters L.L.C.'s service without notice.

Subscriber shall not intentionally allow unauthorized connections to ABS Computer Headquarters L.L.C.'s, unauthorized reselling of ABS Computer Headquarters L.L.C.'s, or the solicitation of ABS Computer Headquarters L.L.C.'s users to become subscribers of other online information services competitive with ABS Computer Headquarters L.L.C. Subscriber shall not in any way duplicate any ABS Computer Headquarters L.L.C.'s materials, advertising, brochures, pamphlets and the like or any other information that is proprietary to ABS Computer Headquarters L.L.C.

This Agreement constitutes the entire agreement between Subscriber and ABS with respect to  
the Service