

THUMB CELLULAR ACCEPTABLE USE POLICY FOR INTERNET USE VIA ANY DATA CAPABLE DEVICE

Why is Thumb Cellular providing this Policy to me?

Thumb Cellular's goal is to provide its customers who use the Internet through its cellular phones, PDAs, and Air Cards (the "Equipment") with the best Internet service possible. To help accomplish this, Thumb Cellular has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of the Internet using Equipment obtained from Thumb Cellular (the "Service"). This Policy is in addition to those restrictions contained in the Thumb Cellular Customer Agreement (the "Customer Agreement") available at

<http://www.thumbcellular.com/customer-service-agreement>

What obligations do I have under this Policy?

All Thumb Cellular Equipment customers and all others who use the Service (the "customer," "user," "you," or "your") must comply with this Policy and with the Terms and Conditions for Cellular Service & Equipment ("Customer Agreement"). Failure to comply with this Policy could result in the consequences set out in this Policy and the Customer Agreement. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify Thumb Cellular so that it can close your account.

How will I know when Thumb Cellular changes this Policy, and how do I report violations of it?

Thumb Cellular may revise this Policy periodically. If it does so, it will post a new version at <http://www.thumbcellular.com/acceptable-use-policy>. Thumb Cellular will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements or posting information on the ThumbCellular.com Web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, Service customers should read any Thumb Cellular announcements they receive, regularly visit the ThumbCellular.com Web site, and review this Policy to ensure that their activities conform to the most recent version. You can send questions regarding this Policy to, and report violations of it, at www.thumbcellular.com/contact-us/.

I. PROHIBITED ACTS

What activities does Thumb Cellular prohibit?

This Policy prohibits using the Service for illegal actions, actions that infringe the rights of others, and actions that interfere with or diminish the use and enjoyment of the Service by others.

Permissible and prohibited acts also include, but are not limited to, using the Service or Equipment to do any of the following:

A. Permissible Uses

Data Service sessions may be conducted only for the following purposes: (i) Internet browsing (ii) email; (iii) sending and receiving pictures; and (iv) browsing the BREW platform.

B. Prohibited Uses:

Unless specifically outlined by your rate plan as permitted, prohibited uses include, but are not limited to, using Services:

(i) with server devices or with host computer applications, including, without limitation, Web camera posts or broadcasts, continuous file transfers, continuous Internet browsing, continuous streaming video, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications;

(ii) as substitute or backup for private lines or dedicated data connections; (iii) in conjunction with WWAN or other applications or devices which aggregate usage from multiple sources prior to transmission; (iv) using the Services for any activity that adversely affects the ability of other people or systems to use either the Services or other parties' Internet-based resources including, but not limited to excessive consumption of network or system resources (whether intentional or unintentional) and "denial of service" (DoS) attacks against another network host or individual user; (v) interference with or disruption of other network users, network services or network equipment;

Thumb Cellular reserves the right to (i) limit throughput or amount of data transferred, deny Service and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited above or whose usage adversely impacts its network or service levels

and (ii) protect its network from harm, which may impact legitimate data flows. You may not send solicitations to Thumb Cellular subscribers without their consent. You may not use the Services other than as intended by Thumb Cellular and per applicable law. Plans are for individual use only and are not for resale. While in a data session, you will be unable to make/receive voice calls.

C. Unsupported Uses:

Unless specifically outlined by your rate plan as permitted, unsupported uses include, but are not limited to, using Services: (i) for uploading, downloading or streaming of video content (e.g. movies, TV), music or games; (ii) for any applications that tether the device (through use of, including without limitation, connection kits, other phone/PDA-to-computer accessories, Bluetooth or any other wireless technology) to laptops, PCs, or other equipment for any purpose; (iii.) as a medium to distribute mass, unsolicited or otherwise unlawful mail and/or content. Service is not intended to provide full-time connections, and the Service may be discontinued after a significant period of inactivity or after sessions of excessive usage, which Thumb Cellular may determine in its sole and complete discretion. (iv) for Voice over IP;

D. Conduct and Information Restrictions

Additional uses that are also prohibited would be to:

- undertake or accomplish any unlawful purpose;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software, or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- transmit unsolicited bulk or commercial messages commonly known as "spam;"
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages that contain no substantive content; or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- participate in any pyramid or other illegal scheme; participate in collecting very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting; use software (including "spyware") designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- falsify references to Thumb Cellular or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;

E. Technical Restrictions

It is against our policy to:

- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account.
- use or distribute tools or devices designed or used to compromise security;
- service, alter, modify, or tamper with the Thumb Cellular AirCard or permit any other person to do the same who Thumb Cellular has not authorized;

F. Network and Usage Restrictions

You are considered in violation of our policy if you:

- interfere with the ability of any other person to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software that contains a worm, virus, or other harmful feature, or generating levels of

traffic sufficient to impede others' ability to use, send, or retrieve information;

- disrupt or cause a performance degradation to the Service or any Thumb Cellular (or Thumb Cellular supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Thumb Cellular (or Thumb Cellular supplier) facilities used to deliver the Service;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host; and
- accessing and using the Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

II. CUSTOMER CONDUCT AND FEATURES OF THE SERVICE

What obligations do I have under this Policy?

You are responsible for your own compliance with this Policy. You are also responsible for any use or misuse of the Service that violates this Policy – even if it was committed by someone else with access to your Service account. You must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password.

How does Thumb Cellular address inappropriate content and transmissions?

Thumb Cellular may refuse to transmit or post, and may remove or block, any information that it believes violates this Policy or that it believes is harmful to Thumb Cellular's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither Thumb Cellular nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions as well as materials available on the Personal Web Pages and Online Storage features) made on the Service. However, Thumb Cellular and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the Customer Agreement, and applicable law.

III. NETWORK MANAGEMENT AND USE LIMITS

Why and how does Thumb Cellular manage its network?

Thumb Cellular manages its network so it can deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential to promote customers' use and enjoyment of the Internet.

As to how we manage the network, we use reasonable network management practices that are consistent with industry standards, always trying to be minimally intrusive. And just as the Internet changes and evolves, so too will our network management practices so that we can address the on-going challenges on the Internet. For more details, please see the Frequently Asked Questions about Network Management that is posted online at www.thumbcellular.com/FAQ.

Are there restrictions on data consumption that apply to the Service?

Data consumption limits apply only to certain customers on certain plans. For the specifics of the plan you are on, please see <http://www.thumbcellular.com/data-plans>. Also, Thumb Cellular may suspend or terminate Service accounts where data consumption is not characteristic of a typical residential user of the Service as determined by the company in its sole discretion. Thumb Cellular has established a monthly data consumption threshold per Internet account of 15 GB (Gigabytes).

Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol (“FTP”), (ii) peer-to-peer applications, and (iii) newsgroups. You must also ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by Thumb Cellular in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with Thumb Cellular's ability to deliver and monitor the Service or any part of its network. If you use the Service in violation of the restrictions referenced above, that violates this Policy. If that happens, Thumb Cellular may suspend or terminate your Service account.

IV. Violation of this Acceptable Use Policy

What happens if you violate this Policy?

Thumb Cellular reserves the right to immediately suspend or terminate your Service account and terminate the Customer Agreement if you violate the terms of this Policy or the Customer Agreement.

How does Thumb Cellular enforce this Policy?

Thumb Cellular does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with the data consumption provisions of this Policy. However, in an effort to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. Thumb Cellular has no obligation to monitor the Service or the network. However, Thumb Cellular may monitor bandwidth, usage, transmissions, and content to, among other things, operate the Service; identify violations of this Policy; or protect the network, the Service and Thumb Cellular users.

Before pursuing suspension or termination and where practicable, Thumb Cellular prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Thumb Cellular also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Thumb Cellular's intervention. However, if the Service is used in a way that Thumb Cellular believes violates this Policy, Thumb Cellular may take any responsive actions it deems appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any part of the Service. Neither Thumb Cellular nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Thumb Cellular's exclusive remedies; Thumb Cellular may take any other legal or technical actions it deems appropriate with or without notice.

Thumb Cellular reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Thumb Cellular's servers and network. During an investigation, Thumb Cellular may suspend the account or accounts involved and remove or block material that potentially violates this Policy. You expressly authorize and consent to Thumb Cellular and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your Service account, Thumb Cellular is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

The failure of Thumb Cellular to enforce this Policy is not a waiver of its right to do so at any time. If any part of this Policy is held invalid or unenforceable, that declaration does not invalidate the remaining parts. You agree to indemnify, defend and hold harmless Thumb Cellular and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation you commit of this Policy. Your indemnification will survive any termination of the Customer Agreement.

