

Acceptable Use Policy for Internet Access Service

EDISON CARRIER SOLUTIONS[®]

This Policy

Edison Carrier Solutions, a business unit of Southern California Edison ("Edison") has implemented this Acceptable Use Policy ("AUP") as part of an overall effort to: (1) provide high quality, reliable service to our customers; (2) protect the privacy and security of our customers, systems, and networks; (3) encourage responsible use of Edison's and other ISPs' resources; and (4) comply with applicable laws and regulations.

This AUP provides a general understanding of Edison policy regarding the use of Edison services. As with any set of rules, guidelines and policies, common sense and judgment are exercised while enforcing this policy system. With this in mind, flagrant and/or repeated policy violations are viewed differently than minor infractions or actions that are unintentional and cause little, if any, harm. Protecting our customers and our resources, providing quality service to our customers, conforming to existing laws and preserving our reputation as a service provider are factors considered when deciding appropriate action in connection with policy violations.

This AUP describes the uses of the Edison network that are prohibited. Edison may in its sole discretion determine whether a use of the Edison network is a violation of this AUP. While it is not Edison's intent to monitor, control, or censor communications on the Edison network, when we become aware of a violation of this AUP we may take such action as we deem appropriate to address the violation, as referenced in our AUP.

General Terms

Edison Customers and Contracts. This AUP applies to all customers of Edison's services, and to all other users of the Edison network. This AUP supplements, but does not supersede, the contracts that customers have with Edison. If such a contract restricts a use of the Edison network that is not addressed in this AUP, the contract will govern with respect to such use. "You," "your" or "Customer" as used in this AUP refers to each customer of Edison's services. "Our" or "us" refers to Edison.

Agreement to Terms. By using any of the services referenced in this AUP, you agree to comply with the terms and conditions of this AUP. Edison reserves the right to change or modify the terms and conditions of this AUP at any time. Your use of the Services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms and conditions. However, if any such changes or additions are material, you will be notified.

End Users. This Acceptable Use Policy defines acceptable practices relating to the use of Edison Internet access services by its customers and by users that have gained access to the service from the customer. By using Edison data services you acknowledge that you and your users are responsible for compliance with this Policy. Any violations of the Acceptable Use Policy may result in Edison suspending Service with or without prior customer notification.

Inappropriate Content. It is our intention to allow our customers access to everything the Internet has to offer with little or no interference except for any impact a user may have on our ability to serve our other customers. There are certain activities considered inappropriate by the Internet community at large and that cannot be permitted under the guise of free speech. Edison does not censor or prescreen content from the Internet or any newsgroups accessed by its computer servers on behalf of our customers. The customer may choose what the customer should or should not view or hear. Regardless, Edison reserves the right to determine whether material being hosted on its network is objectionable or inappropriate. If Edison deems materials to be inappropriate, Edison, in its sole discretion, may terminate a customer's services immediately, without notice, and block all access to the customer's website or material in question.

Prohibitions

Impersonation and False Data: You may not impersonate, or influence someone to believe you are someone you are not in any way, through forged email, news posting headers or other identifying information. Users are prohibited from intentionally or negligently injecting false data into the Internet, for instance in the form of bad routing information (including but not limited to the announcing of networks owned by someone else or reserved by the Internet Assigned Numbers Authority) or incorrect DNS information.

Unfriendly Internet activity: You may not engage or allow others to engage in activities that impair Edison's ability to deliver its services to its customers. All postings to USENET groups must comply with that group's charter and other policies.

Privacy Violations: You are prohibited from gaining access to or "hacking" any computer system or customer account without the consent of its owner. This prohibition extends to the use of automated tools, the creation, distribution, or transfer of viruses, worms, or similar malicious code, or active attempts (whether successful or unsuccessful) to gain unauthorized access, but is not necessarily limited to such activities. When such activities are brought to Edison's attention, severe remedial action may be taken, which may include the notification of and cooperation with appropriate law enforcement authorities.

Re-sale: Edison services are not to be used for resale. Edison facilities are not intended for the purpose of offering services for resale to third parties, and this activity is strictly prohibited unless Customer is specifically authorized pursuant to a written agreement with Edison to resell Edison services. Edison reserves the right to determine whether third party individuals or organizations are using its services. If, in Edison's sole discretion, it determines that Customer is a website hosting provider, Internet access provider, or other online service provider and is causing Edison products to be used by third parties, Edison may terminate Customer's service immediately and block all access to Customer's website or other service(s) in question.

Illegal Activity: The Edison network may not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Fraud: 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 but not limited to "pyramid schemes," "Ponzi schemes," and "chain letters" is impermissible activity and prohibited. Edison customers are prohibited from using the Edison network to engage in any deceptive online marketing practices including, without limitation, practices that violate the United States Federal Trade Commission's guidelines for proper online marketing.

Impermissible Storage: The storage of any program, utility, or file on Edison's servers, the use of which would constitute a violation of this policy, is prohibited. Such violations include but are not limited to storing hacker scripts, IRC bots, illegal content or spamming software on Edison's servers.

Commercial email: Edison prohibits the sending of Unsolicited Commercial Email ("UCE"), also commonly referred to as "spam", in accordance with the CAN-SPAM Act of 2003. Using any Edison service for advertising, promoting, sending, or receiving responses to UCE is prohibited. UCE can include any of the following:

- Sending any unsolicited email that could be expected, in Edison's sole discretion, to provoke complaints.
- Sending more than 100 identical or substantially similar messages at one time without prior authorization by Edison.
- Sending email with charity requests (unless the sender is a nonprofit, charitable organization), petitions for signatures, or any chain mail-related materials.
- Sending email that does not accurately identify the sender, the sender's return address, and the email address of origin.
- Collecting the responses from unsolicited email.
- Posting a single message or messages similar in content, to more than 15 online forums or newsgroups.
- Posting messages to online forums or newsgroups that violate the rules of the forums or newsgroups.
- Repeated posting of "off-topic" articles or messages in newsgroups. This is usually a violation of the newsgroup's own AUP.
- Providing an "opt-out" link where recipients are told they may be removed from future mailings by providing information DOES NOT legitimize mailings that are otherwise considered UCE.

Mail bombing: Sending large volumes of unsolicited email is prohibited.

Harassment: Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another (including threats of death or physical harm, libel, and defamation) is prohibited and a violation of this AUP. Extremely threatening or harassing email will be reported to the appropriate authorities.

Harm to Persons: Using the Services to harm or attempt to harm persons, including minors, in any way, is strictly prohibited and a violation of this AUP.

Internet Relay Chat (IRC): The use of IRC bots is prohibited, as is the violation of any acceptable use policies on IRC servers. Edison reserves the right to take any remedial action required, including account termination, if a customer's activities result in banning from an IRC server or servers.

Harmful or Excessive Use: Actions that restrict or inhibit anyone - whether a customer of Edison or otherwise - in his or her use or enjoyment of Edison's Services, that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services, or that are otherwise harmful to the Edison Network are prohibited. If we have specified bandwidth limitations for your user account, use of the Service shall not be in excess of those limitations. Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document use of Edison's Services is prohibited.

Unauthorized Network Monitoring: Customer is prohibited from using any form of network monitoring that will intercept data not intended for Customer.

Intentional Security Breaches: Causing or attempting to cause security breaches or disruptions of Internet communications or deliberately circumventing the security of any host, network or server is strictly prohibited. Examples of security breaches include but are not limited to accessing data of which the customer is not an intended recipient, or logging into a server or account that the customer is not expressly authorized to access. Examples of disruptions include but are not limited to port scans, flood pings, packet spoofing and forged routing information.

Improper Denial of Service. Interfering with or denying service to anyone other than Customer's host violates this AUP.

False Information. Furnishing false information to Edison related to the Services or this AUP is prohibited.

Prohibited Advertising/Sale: Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP is prohibited.

Unauthorized Use: Any use of another party's electronic mail server to relay email without express permission from such other party is prohibited.

Customer Responsibilities

Assumption of Responsibility. You, as an Edison customer, assume responsibility for any and all activities originating from within your network which may impact our ability to either provide Internet service to you or as a whole. This extends to activities caused by virus infections, systems compromised or controlled by hackers, unauthorized activities undertaken by employees or customers with or without your knowledge, etc. As an Edison customer, you agree to cooperate in resolving any issues of abuse, inappropriate activity, or illegal activity that causes any degradation of the Internet service Edison provides. You agree to resolve any such issues brought to your attention by Edison within twenty-four (24) hours of notification. Failure to resolve in a timely manner may result in suspension or termination of service.

Cooperation with Law Enforcement. Edison will cooperate with the appropriate legal authorities while investigating illegal activity claims and/or other matters. The claims and matters include, but are not limited to illegal transfer or use of copyrighted material and/or postings and electronic mail containing threats of violence, or illegal activity. Edison cooperates with law enforcement authorities in response to court orders and valid subpoenas. We can (and you authorize us to) disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with any investigation of fraud, intellectual property infringements, or other activity that is illegal or may expose us to legal liability.

Intellectual Property Theft. It is prohibited to use the Edison network to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party. This includes, but is not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software through a peer-to-peer network or through any other means.

Security

Edison assumes no liability and makes no guarantee, either expressed or implied, for the security of any data on any of its servers, whether or not they are designated as "secure servers."

Edison customers are responsible for maintaining security of their networks to prevent their use by others in a manner that violates this AUP. The Edison Network may not be used in connection with attempts—whether successful or not—to violate the security of a network, service, or other system (hacking).

Unintentional Harm. With or without proper security measures in place, any network connected to the Internet can receive traffic coming from other locations on the Internet. The open nature of Internet communications is subject to abuse, and users should implement measures to prevent unwanted and malicious traffic to their network. This can be accomplished through the use of a properly configured firewall and using best practice security measures. Edison assumes no liability for any harm to a customer resulting from the use of Edison's Service.

Denial of Service (DOS) Attacks. Edison reserves the right to take any action necessary to protect its network and service from denial of service attacks or any other malicious activities that may be directed at the customer through no fault of their own. Such actions may include but are not limited to null routing a customer IP for an indefinite period of time without warning.

Impending Security Event Notification

Edison users are responsible for notifying Edison immediately if they become aware of an impending or occurring event that may negatively affect the Edison network. This includes but is not limited to extortion threats that involve threat of “denial of service” attacks, unauthorized access, or other security events.

Incident Reporting, Response and Remediation

Edison occasionally is required to investigate potential abuses brought to our attention by on-going monitoring, other ISPs, or other users of the Internet. These notifications may or may not reflect an actual violation of this AUP. To this end, Edison will investigate the nature of the abuse reported, and reserves the right to contact any Edison customer in the process of completing this investigation. Customers must update their authorized contact list with Edison so that Customer can be informed of any disruption of service or abuse occurring on their network. Customers are obligated to respond within twenty-four (24) hours to any such requests for information to allow closure of such items. In the event that a violation of any of these policies is identified, Edison customers are obligated to cease the offending activity or activities immediately. Failure to do so may result in limitations being placed on the quantity or type of traffic Edison will forward to the Internet for the affected Customer, termination of service, or other remedies deemed reasonable by Edison until Customer has demonstrated to Edison’s satisfaction that such behavior will not be repeated.

Edison reserves the right to take immediate action upon receipt of notification or discovery of any violation of the Acceptable Use Policy without notice to Customer. In the event that such action is taken, Edison will contact an authorized contact of the affected company.

At times, network and computing system problems may occur. During these unlikely events, it may be necessary for Edison to examine system accounting logs and other records. Therefore, Edison reserves the right to access a Customer’s email accounts and file space hosted on Edison servers as needed to resolve system problems and to monitor accounts for system utilization, system optimization, and billing purposes. Edison also reserves the right at any time to monitor customer bandwidth, usage, transmissions, content and conduct security scans to identify violations of the AUP and/or to protect the network, the service and Edison users.

Suspension or Removal of Violators. In some cases, Edison may determine that a customer must be permanently removed from the Edison network. Permanent removal of the subscriber’s account from the Edison system does not relieve the violating customer of any responsibility for payment under the terms of the Service Agreement, which may include liability for the balance of the remaining term of service. Edison reserves the right to immediately terminate subscriber’s service if, in Edison sole discretion, subscriber has abused access facilities.

Modifications to Policy

Edison reserves the right to modify this policy at any time and will notify customers of any material change.

Enforcement of Policy

No failure or delay in exercising or enforcing this policy shall constitute a waiver of this AUP or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

Edison may enforce this policy upon verbal or written notice, which notice may be provided by voicemail or E-mail. Edison reserves the right to suspend and/or terminate the Service any Customer or user’s access to the Service for any violation of this AUP. Edison is not required to determine the validity of any complaints received, or of information obtained from anti-spamming organizations, before taking action under this AUP

Prior to suspension or termination, Edison attempts to work with our customers to cure violations of this policy and ensure that there is no re-occurrence; however, Edison reserves the right to suspend or terminate immediately, based on a first offense or without notification if the situation requires.

Edison reserves the right to install and use, or to have you install and use, any appropriate devices to prevent violations of this Policy, including devices designed to filter or terminate access to the Service.

By using the Services and agreeing to this Policy, Customer agrees to indemnify Edison for any violation of the Service Agreement, this Policy, or applicable law that results in loss to Edison or the bringing of any claim against Edison by any third party.

Electronic Communications Privacy Act Notice

Edison makes no guarantee of confidentiality or privacy of any information transmitted through or stored upon Edison technology, and makes no guarantee that any other entity or group of users will be included or excluded from Edison’s network. In addition, Edison may periodically monitor transmissions over its network for maintenance, service quality assurance or any other purpose permitted by the Electronic Communications Privacy Act, P.L. No. 99-508, as amended.

Questions and Complaints

Any questions about this Policy or complaints about a subscriber’s violation of this AUP should be sent to carriers@sce.com or (909) 274-1004