



ACCEPTABLE USE POLICY

General Terms.

SAIA COMMUNICATIONS, INC., (hereinafter "Saia" or "Provider"), establishes this Acceptable Use Policy ("AUP") to advise Subscribers or Customers of acceptable and prohibited practices while using any Provider Service[s]. Provider Service[s] as used herein includes all telecommunications services, information services and electronic communications including but not limited to messages, images, sounds, data and any other information used in an email, instant message, text message, voicemail, fax machine, computer, two-way radio, personal and digital assistant, pager, cellular and landline telephone, in any way made available by or through Provider. This is a non-exclusive list. Customer is responsible for violations of this AUP by Customer or any members of Customer's household or Customer's business or anyone who gains access to the Service through any of the foregoing or through Customer's account (hereinafter "User[s]").

IF YOU DO NOT AGREE WITH ANY PART OF THIS AUP, DO NOT ACCESS OR OTHERWISE USE PROVIDER'S SERVICE[S].

1. Users are prohibited from violating any system or network security measure, including, but not limited to: (i) engaging in: unauthorized access or use of Provider's or a third party's network, data, or information; including any attempt to probe, scan or test the vulnerability of a system or network, or to breach security measures without express authorization of the owner of the secured network; (ii) unauthorized monitoring of the Provider's or third party's data, systems or network traffic; (iii) attempting to intercept, redirect, or otherwise interfere with communications intended for others; (iv) intentionally transmitting files containing a computer virus or corrupted data; (v) forging of any header or any part of the header information in any e-mail or newsgroup posting, or taking any action in order to obtain services to which such user is not otherwise entitled.
2. Users are prohibited from interfering with a third party's use of the Provider's network or Service, including without limitation, mail bombing, flooding and deliberate attempts to overload a system.
3. Users are prohibited from sending unsolicited e-mail messages ("spamming"), including, but not limited to: (i) posting the same, or similar, messages to one or more Usenet or other newsgroups, forums, e-mail mailing lists or other similar groups or lists; (ii) posting any Usenet or other newsgroup, forum, e-mail mailing list or other similar group, or list articles which are off-topic or otherwise violate the rules of the charter or other owner-published FAQ or description of the group or list; (iii) sending unsolicited e-mail, including commercial advertisements and informational announcements to Internet users, or any unsolicited e-mail that could reasonably be expected to provoke complaints; (iv) using e-mail to engage in harassment, whether through language, frequency or messages, including but not limited to continuing to send someone e-mail after being asked to stop; (v) sending e-mail with falsified or obscured header or information designed to hinder the identification of the location of what is advertised; (vi) collecting replies to either (a) unsolicited e-mail messages or (b) messages that were either sent through another provider which violate this AUP or those of the other provider.
4. Users who send bulk e-mail to "opt-in" list must have a method of confirming or verifying subscriptions and be able to show evidence of subscriptions for users who complain about unsolicited e-mail. The Provider's receipt of complaints from Internet users related to e-mails received due to users use of "opt in" list shall be a violation of this AUP.
5. Any use of another party's electronic mail server to relay e-mail without express permission from such other party is prohibited.
6. Users are prohibited from creating, storing or disseminating any material: (i) in violation of applicable law or regulation (including, where applicable any tariff or treaty); (ii) protected by trademark, trade secret, copyright or other intellectual property rights without proper authorization; (iii) that is libelous, slanderous, defamatory, abusive, an invasion of privacy or otherwise illegal; (iv) that constitutes an illegal threat, violates export control laws, or is obscene, defamatory, or otherwise unlawful; (v) containing fraudulent offers for goods or services or any promotional materials containing false, deceptive or misleading statements, claims or representations.
7. Users are prohibited from falsifying user information provided to the Provider or to other users in connection with use of a Provider Service.
8. Users are prohibited from engaging in any of the foregoing activities: (i) by using the service of another provider, but channeling such activities through a Provider account, remailer, or otherwise through a Provider Service; (ii) using a Provider account as a mail drop for responses; (iii) otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect a Provider Service.

Women-Owned Business Enterprise

(WBE) Certified Erie County, NY (Exp. 8/17/2017)

(WBE) Certified NYS ID-51152 (Exp. 8/15/2017)

9. The Provider considers the above practices to constitute abuse of its Service. Engaging in one or more of these practices or any other inappropriate activity or abuse of Service (as determined by Provider in its sole discretion), whether or not specifically listed in this AUP, may result in immediate suspension or termination of a user's access to the Provider's Services. A violation of this AUP by someone having only indirect access to the Provider network through Customer, or other user, will be considered a violation by the Customer, or other user, whether or not with the knowledge or consent of the Customer or other user. Provider may receive complaints directly from Internet users, through Internet organizations and through other parties.

10. The Provider shall not be required to determine the validity of complaints received before taking action under this AUP. The Provider reserves the right in its sole discretion to determine whether duplicative or mass e-mail messages are "unsolicited." A complaint from the recipient, whether received directly or through an anti-spamming organization, shall be presumed to be evidence that the message was unsolicited. The Provider has no obligation to forward the complaint to the User or to identify the complaining parties.

11. The User is responsible for the use of all Services utilized via its connection to the Provider network, including any support services provided via its connection to the Provider network. Support services include hosting Web sites, electronic mailboxes, telephony gateways, IRC servers, advertising, transmitting, or otherwise making available any software, program, product or service. Providing support services that enable violation of this AUP or the AUP of any other Internet services provider is a violation of this AUP. Conduct that directly or indirectly encourages, permits or relies on activities in violation of this AUP, is also a violation of the AUP. Examples include failure to implement technical or administrative measures to prevent mass unsolicited e-mail, or providing spamming support services such as e-mail drop boxes, sales of Spamware, list washing, and the hosting of "spam-vertised" Web sites.

12. Nothing contained in this AUP shall be construed to limit the Provider's actions or remedies in any way with respect to any of the foregoing activities, and the Provider reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Provider Service, and levying termination charges to cover the Provider's costs. The Provider will investigate violations of this AUP and will cooperate with law enforcement officials for suspected criminal violations. In addition, the Provider reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.

13. Those that do abuse the Service or violate this AUP are subject to immediate termination of Service. This includes viruses, worms, scans and attempted hacking of the network.

14. Provider Service[s] may not be resold or redistributed to any other Subscriber or non-subscriber.

15. Users agree to use the Service only for lawful purposes.

16. Provider in its sole discretion, may change, modify, add/or remove portions of this AUP, and the Service provided hereunder, at any time, upon notice thirty (30) days in advance of the Effective Date of any such change or modification. Provider will notify Customer of any such changes by sending notice via e-mail, postal mail, or other means to Customer. Customer's continued use of the Service following notice of such change shall be deemed to be Customer's acceptance of any such modification. If Customer does not agree to any such modification, Customer must immediately stop using the Service and notify Provider that Customer is terminating the Service, in accordance with the notice provisions contained in Provider's Wireless Broadband Subscriber Agreement.