



Acceptable Use Policy of Hughes Network Systems, LLC

PLEASE READ THIS ACCEPTABLE USE POLICY (THIS "AUP") CAREFULLY AS IT CONTAINS IMPORTANT TERMS AND CONDITIONS APPLICABLE TO THE DISHNET HIGH SPEED INTERNET SERVICE (THE "SERVICE") SUPPLIED BY HUGHES NETWORK SYSTEMS, LLC ("HUGHES", "WE" or "US") THROUGH DISH NETWORK L.L.C. ("DISH").

1. INTRODUCTION.

This AUP applies to your use of the Service and is intended to help enhance your Service and the use of the Internet by preventing unacceptable use of the Service. All users of the Service ("Users") – those who access some of our Service but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Services ("Subscribers") – must comply with this AUP. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Website, electronic mail transmission, newsgroup, or other material created or accessible over or through the Services, except for certain proprietary Websites. However, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. DISH and/or Hughes may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Service and/or your dishNET account with DISH.

2. VIOLATIONS OF ACCEPTABLE USE POLICY.

The following constitute violations of this AUP:

2.1 UNSOLICITED BULK COMMUNICATIONS.

You may not use the Service to send unsolicited bulk communications, including through email. Similarly, you may not authorize others to use your account or sub-accounts to send unsolicited bulk communications, or cause unsolicited bulk communications to be sent by someone else. You may not harvest or collect information about Users from the Service, including screen names, and use that information for the purpose of sending unsolicited bulk communications. Any violation of these provisions may result in immediate termination of your Service and further legal action. You agree that DISH or Hughes may take any legal and technical remedies to prevent unsolicited bulk communications from entering, utilizing, or remaining within the Service or Hughes' network or facilities.

2.2 OTHER PROHIBITED CONDUCT.

You agree not to use the Service as follows: (a) for any unlawful, improper or criminal purpose or activity; (b) to post or transmit information or communications that, whether explicitly stated, implied, or suggested through

use of symbols, are libelous, defamatory, invasive of another person's privacy, obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes, or incites bigotry, hatred, or racism, or might be legally actionable for any reason, or hurts minors in any way; (c) to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service; (d) to intentionally or unintentionally violate any applicable local, provincial, state, national, or international law, including, but not limited to, rules, orders, and regulations having the force of law; (e) to attempt to access or access the accounts of others, to spoof or attempt to spoof the URL or DNS address, or to attempt to penetrate or to penetrate DISH's or Hughes' security measures or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data; (f) to bombard individuals or newsgroups with uninvited communications, data, or information, or other similar activities, including but not limited to "spamming," "flaming," or denial or distributed denial of service attacks; (g) to transmit unsolicited voluminous emails (for example, spamming) or to intercept, interfere with, or redirect email intended for third parties using the Service; (h) to introduce viruses, worms, harmful code, and/or Trojan horses on the Internet; (i) to post information on newsgroups which is not in the topic area of the newsgroup; (j) to interfere with another person's usage or enjoyment of the Internet or this Service; (k) to post or transmit information or communications that are defamatory, fraudulent, obscene, or deceptive, including but not limited to scams such as "make-money-fast" schemes or "pyramid/chain" letters; (l) to damage the name or reputation of DISH, Hughes or their affiliates or subsidiaries, or any third parties; (m) to transmit confidential or proprietary information, except solely at your own risk; (n) to violate DISH's, Hughes' or any third party's copyright, trademark, proprietary, or other intellectual property rights, including, without limitation, trade secret rights; (o) to generate excessive amounts (as determined in DISH's or Hughes' sole discretion) of Internet traffic, or to disrupt net user groups or email use by others; (p) to engage in activities designed to or having the effect of degrading or denying Service to other Users (including, without limitation, activities that compromise a server, router, circuit, or software); (q) to use any name or mark of DISH, Hughes or their respective parents, affiliates or subsidiaries as a hypertext link to any Website or in any advertising publicity or other commercial manner; (r) to use the Service for the purpose of operating a server of any type; (s) to use the Service or the Internet in a manner intended to threaten, harass, or intimidate others; (t) to cause the screen to "scroll" faster than other Users are able to type to it, or any action that has a similar disruptive effect, on or through the Service; (u) to use the Service to disrupt the normal flow of online dialogue; (v) to use the Service to violate any operating rule, policy or guideline of any other online services provider or interactive service; (w) to attempt to subvert, or to aid third parties to subvert, the security of any computer facility or system connected to the Internet; (x) to impersonate any person or using a false name while using the Service; (y) to install "auto-responders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net user groups or email use by others; (z) to make false or unverified complaints against any other User of the Service, or otherwise abusing any of our complaint response procedures; (aa) to export software or any information in violation of US export laws; or (bb) to use the Service in contravention of the limitations of the pricing plan you have chosen.

2.3 NOTICE REGARDING CHILD PORNOGRAPHY.

Hughes takes its commitment to protect children from exploitation over the Internet extremely seriously. Hughes is working hand-in-hand with the National Center for Missing and Exploited Children (NCMEC) and other law enforcement agencies on this important project. One of the efforts that Hughes has undertaken in this regard is to establish a specially designated email address, cp-abuse@hughes.net, for complaints about child pornography. Hughes further commits that all complaints received shall be investigated promptly, generally within three (3) business days or less. No DISH or Hughes facilities, equipment or services may be used by in any fashion for the transmission or dissemination of images containing child pornography.

3. REVISIONS TO THIS ACCEPTABLE USE POLICY.

DISH and/or Hughes may revise, amend, or modify this AUP, at any time, from time to time and in any manner. Notice of any revision, amendment, or modification to this AUP may be given to you in accordance with the terms set forth in the DISH High-speed Internet Agreement.