



## Acceptable Use Policy

***NOT reading this document does not limit your liability regarding your subscription.***

Effective February 1, 2018

THIS ACCEPTABLE USE POLICY IS A MATERIAL PART OF ANY AGREEMENT WITH SBIFOR PROVISION OF ITS SERVICES TO BUSINESS AND CONSUMER CUSTOMERS. PLEASE READ AND FOLLOW THIS ACCEPTABLE USE POLICY CAREFULLY. THIS ACCEPTABLE USE POLICY MAY BE REVISED FROM TIME TO TIME BY SIGNALNET BROADBAND AS SET FORTH BELOW.

Signalnet Broadband, Inc. and its affiliates (collectively "SBI") have designed this Acceptable Use Policy ("AUP") governing SBI 's services (the "Services") to ensure the integrity of its wireless broadband network and enhance the use of the Services for all of SBI 's customers by designating standards for acceptable and unacceptable use. This AUP (Acceptable Use Policy) forms part of the agreement between SBI and you and is incorporated by reference into SBI's Terms of Service (the "Terms of Service") found at [www.SignalnetBroadband.com](http://www.SignalnetBroadband.com) capitalized terms not defined in this AUP are defined in the Terms of Service. BY USING THE SERVICE, OR ANY EQUIPMENT PURCHASED OR RENTED BY YOU FROM SBI (the "EQUIPMENT"), YOU AGREE TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS OF THIS AUP.

### **Prohibited or Actionable Activities**

To preserve the ability of all of its customers to use SBI's network and the Internet without interference or harassment from other users, and as a condition of the Service, SBI prohibits you from engaging in the following activities:

#### **Unlawful or Improper Use of the Service.**

You may not use the Service in a manner that is unlawful, harmful to or interferes with use of SBI's network or systems, or the network of any other provider, damages, disables, or impairs any SBI property, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes spam or e-mail abuse, a security risk or a violation of privacy. The Service is intended for reasonable periodic, ordinary active use.

You may not use the Service to store, post, transmit, or disseminate material or information that is unlawful, harmful, threatening, abusive, harassing, libelous or defamatory, hateful, obscene, indecent, or otherwise objectionable or which encourages or participates in conduct that would constitute a criminal offense, gives rise to a civil liability, or otherwise violates any local, state, federal, or international law, order, rule, or regulation.

**Spam.**

You may not use the Service to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited bulk e-mail, unsolicited duplicative e-mail, unsolicited commercial e-mail, fax broadcasting, or fax blasting (collectively, "Spam"). Violation of the CAN-SPAM Act of 2003, or any other applicable laws regulating e-mail services, constitutes a violation of this AUP. SBI considers any unsolicited commercial mail to be Spam, regardless of the amount of mail sent, unless the recipient has specifically requested the information. An e-mail may be "unsolicited" for purposes of this AUP if (1) the recipients' e-mail addresses were not obtained through a personal or customer relationship between recipient and sender, (2) recipients did not affirmatively consent to receive communications from the sender, or (3) recipients have opted out of receiving communications from sender when given the opportunity to do so.

SBI will not tolerate any type of spamming. Internet service of a spamming customer will be immediately disconnected without prior notice and will not be eligible for any refund(s) for termination of service due to spamming. SB will deal with Spam complaints seriously and will close spammer's customer accounts. We may use customer information to investigate and prevent potentially unlawful activity that threatens the service or network integrity or otherwise violates the service agreement.

**Fraudulent Activity.**

You may not use the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", or "chain letters." You may not use techniques to hide or obscure the source of any e-mail or other communication.

**Impersonation.**

You may not use the Service to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity, or to create a false identity for the purpose of misleading others. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing.

**Software Viruses**

You may not use the Service to upload files or transmit any material that contains viruses, worms, Trojan Horses time bombs, cancelbots, corrupted files, or other code that manifests contaminating or destructive properties. To protect our customers SBI does monitor Internet ports that are considered to be security risks as determined by SBI in its sole discretion.

**Collecting Information.**

You may not use the Service to store or collect, or attempt to store or collect, non-public personal information about third parties without their prior knowledge and consent.

### **Excessive Utilization of Network Resources.**

Wireless networks have capacity limits and all customers can suffer from degraded or denied service when one or a small group of users consumes disproportionate amounts of a wireless network's resources. SIGNALNET BROADBAND, therefore, will monitor both overall network performance and individual resource consumption to determine if any user is consuming a disproportionate amount of available resources and creating the potential to unreasonably disrupt or degrade the SBI network or network usage by others. SBI reserves the right to engage in reasonable network management to protect the overall network, including detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, and through techniques such as limiting the aggregate bandwidth available to bandwidth intensive users during periods of congestion. While the determination of what constitutes excessive use depends on the specific state of the network at any given time, excessive use will be determined by resource consumption and not by the use of any particular application. When feasible, upon observation of an excessive use pattern, SBI will attempt to contact you by e-mail at the e-mail address on file or otherwise to alert you to your excessive use of bandwidth and to help determine the cause. SBI representatives also are available to explain the parameters of this AUP and the Accelerated Performance Services™ to help you avoid another excessive use incident or to upgrade you to a different class of Service that comports with your usage. If you are unavailable or do not respond to SBI's attempt to contact you regarding excessive use, or if excessive use is ongoing or recurring, SBI reserves the right, set forth in the "AUP Enforcement and Notice" provisions below, to act immediately and without further notice to restrict, suspend or terminate your Service.

### **Use of Your Account by Others.**

You may not, through action or inaction, allow others to use the Service for illegal or improper activities or for any purpose or in any manner prohibited by this AUP nor may you reproduce, duplicate, copy, sell, provision, resell, rent, lend, pledge, transfer, distribute or exploit any portion of the Service or hardware without SBI's prior written consent . You may not permit your network, through action or inaction, to be configured in such a way that gives a third party the capability to use the Service in an illegal or improper manner or for any purpose or in any manner prohibited by this AUP.

### **Security Precautions.**

You are solely responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Service for the reconstruction of any lost data.

### **AUP Enforcement and Notice.**

Customer's failure to observe the guidelines associated with this AUP may result in SBI taking actions that may range from a warning to a suspension or termination of Service. When feasible, upon observation of a violation of this AUP, SBI may attempt to contact you by e-mail at the e-mail address on file or otherwise to notify you of the violation. SBI representatives also are available to work with you to explain the parameters of this AUP and to help you avoid an AUP violation.

SBI reserves the right, however, to act immediately and without notice to restrict, suspend or terminate Service, if it reasonably determines that your conduct may: (1) expose SBI to sanctions, prosecution, civil action or other liability; (2) cause harm to or interfere with the integrity or normal operations of SBI's network or networks with which SBI is interconnected; (3) interfere with another SBI customer's use of the Service; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to SBI or its customers. In the event of termination of your Service, all applicable termination charges will apply. Except as expressly provided herein, the rights and remedies of SBI are cumulative and not exclusive of any rights or remedies that SBI may otherwise have at law or in equity. Waiver of any violation of this AUP by SBI shall not act as a waiver of any subsequent violation, nor shall it be deemed to be a waiver of the underlying obligation or term. No failure or delay by SBI in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. SBI has the right but not the obligation to monitor or restrict any uses of the Service that SBI reasonably believes in its sole discretion violates this AUP, any part of the Terms of Service, or applicable law. You are solely responsible for all content that you transmit or receive utilizing the Service, and are responsible for abuse of your account by others.

#### **Reporting Violations.**

SBI requests that any person who becomes aware of a violation of this AUP report the information to SBI at. If available, please provide the IP address used to commit the alleged violation and the date and time of the alleged violation. SBI may take any appropriate action as it reasonably deems fit in its sole discretion, including, but not limited to, one or more of the following actions in response to a report: issue a warning; suspend the subscriber's account; terminate the subscriber's account; bill the subscriber for administrative costs and/or reactivation charges; bring appropriate legal action to enjoin violations and/or to collect damages, if any, caused by violations; or take no action.

#### **Notices and Procedure for Making Claims of Copyright Infringement.**

Pursuant to Title 17, United States Code, Section 512(c)(2) (as amended), notifications of claimed copyright infringement should be sent to SBI LLC, Attn: Copyright Infringements. Note that inquiries relevant to the following procedure only will receive a response.

#### **Revisions; Reservation of Rights.**

SBI reserves all rights including the right to revise, amend, or modify this AUP or any other Policy at any time, by sending you an email notification to the email address associated with your account, or by announcing any amendments or modifications in the "Service Announcements" section of SBI's website: [www.SignalnetBroadband.com](http://www.SignalnetBroadband.com) Such amendments or modifications will become effective on the date we send them to you by email, or announce them on our website, whichever is earlier; afterwards, your continued use of the Service or Equipment will constitute your acceptance of any such amendments or modifications. However, if you do not wish to continue Service after a change that is materially disadvantageous to you, you may terminate this Agreement by providing written notice to SBI within twenty (20) days of the effective date of the modification.

## **Copyright**

ALL RIGHTS RESERVED. The entire content of this site, including but not limited to text, design, graphics, interfaces, code, and the selection and arrangement thereof, is protected as the copyrights, trade dress, trademarks and other intellectual property rights owned by SBI, and its affiliates.

The Signalnet Broadband™ name and logo and other designated names, marks, and phrases are trademarks of SBI and its affiliates.

## **Privacy Policy**

SBI is committed to protecting your privacy. Please read this privacy policy statement carefully so that you understand what kind of information we may gather about you, how we may use that information, whether we may disclose it to anyone, and the choices you have regarding our use of the information and your ability to correct the information. We will not trade, sell, or disclose to any third party any form of personally identifiable information without your consent, including information derived from registration, subscription, and use of the SBI service, except as stated below. This policy applies only to SBI, and not to other companies' or organizations' Web sites to which we link.

## **The Information We Collect**

The information SBI gathers generally falls into four general categories: (1) personal, business, and demographic information you supply that we use primarily for evaluating applicants and conducting market research; (2) information you supply when you register or initiate transactions; (3) tracking information gathered as you navigate online; (4) information required to enable your use of certain applications. Some of this information identifies a particular person, but much of it does not. Third-party providers, whose sites are featured on and accessed via our site, or third party manufacturers of devices that can be used by you on our network, may gather information as well.

When you interact with SBI, when applying for Service, for example, we may request some or all of the following information:

1. Contact information (e.g., name, address, telephone number, and e-mail address)
2. Credit card, debit card or check card and SBI account number
3. Driver's license
4. Company name (for corporate accounts)
5. Household characteristics (e.g., number of children and number of Internet users)
6. Technology employed (e.g., type of Internet access and specifications for your computer)

Why We Collect This Information

We need this information to process your application or service order and to conduct market research. If we have trouble processing your application or order, we use the contact information you provide to get in touch with you. We also use your contact information to provide you with SBI updates or to assist you with your wireless Broadband Internet service and to inform you of new products or services that may be of interest to you.

### **Use of Cookies**

To help make our website more responsive to your needs, we use a standard feature of browser software nicknamed "cookies." We use cookies to help us tailor our website to your needs, to deliver a better, more personalized service, and to remember certain choices you've made so you don't have to re-enter them. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. For example, if you personalize SBI pages, or register with SBI sites or services, a cookie helps SBI recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, preferred email address, and so on. When you return to SBI, the information you previously provided can be retrieved, so you can easily use the SBI features that you customized.

We use two kinds of cookies: (i) temporary or "session"-based cookies that contain certain information about a user's or visitor's use of our website at a particular time and (ii) "persistent" cookies that contain certain account-related information about a registered user's use of our website. Session-based cookies are automatically disabled or deleted when a user or visitor to our website closes his or her browser software at the end of session. Persistent cookies remain stored on a registered user's computer system until he or she disables or deletes them. Of course, if you set your browser not to accept cookies or you delete them, you may not be able to take advantage of the personalized features enjoyed by other visitors to and users of our website.

### **Information Collected by Third Parties**

Our site includes links to other web sites, and provides access to products and services offered by third parties, whose privacy policies we don't control. In addition, some manufacturers of devices that can be used on our network (whether co-branded with the SBI brand name or not) may include in such devices software to monitor device usage and performance, and an embedded web browser that can be remotely activated by the manufacturer without your knowledge. Such browsers are typically used by the manufacturer to remotely connect to devices in order to send software updates or gather device performance data such as, for example, session duration, or volume of bytes downloaded and uploaded. In some instances manufacturers may share with SBI some or all of the information they collect (in which case the shared information will be subject to SBI's privacy policy), however SBI does not control how those manufacturers may use information they collect and you should check your device manufacturer's privacy policy. When you (a) access another web site, purchase products or services or

conduct other transactions through a Web site linked to our web site, or (b) use a device in which the manufacturer has embedded monitoring software and a web browser, use of any information you provide or which is otherwise gathered by such manufacturers is governed by the privacy policy of the operator of the site you're visiting, the provider of such products or services, or the manufacturer of the device, as applicable. The provider's or manufacturer's privacy practices may differ from ours, and we are not responsible for their actions. Please be aware that these third-party sites or manufacturers may also use their own cookies, web beacons or third-party software or "spyware", for which we are also not responsible.

### **Disclosure of Information**

We consider the personal information contained in our business records to be confidential. SBI will not read, listen to or disclose to any third parties private e-mail, conversations, or other communications, except as described here, that are transmitted using our services. We may sometimes disclose information about you to our business partners or to others who work for us. We may access and/or disclose your personal information if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on SBI; (b) protect and defend the rights or property of SBI including, without limitation the security and integrity of our network; or (c) act under exigent circumstances to protect the personal safety of users of our services or members of the public.

As our business grows, we may buy or sell various assets. In the unlikely event that SBI, one of its business units, or substantially all of its assets are acquired by another company, information about our visitors would be among the transferred assets.

### **Security**

SBI is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use or disclosure. For example, we store the personal information you provide on computer systems with limited access, which are located in controlled facilities. When we transmit highly confidential information (such as a credit card number) over the Internet, we protect it through the use of encryption, such as the Secure Socket Layer (SSL) protocol. As effective as modern security practices are, no physical or electronic security system is impenetrable. We cannot guarantee the complete security of our database, nor can we guarantee that information you supply won't be intercepted while being transmitted to us over the Internet. We have implemented strict internal guidelines to ensure that your privacy is safeguarded at every level of our organization. SBI will continue to revise policies and implement additional security features as new technologies become available.

## **Location Information**

To make wireless communications possible, SBI's network knows the general location of your wireless device whenever it is turned on. Your wireless device sends out a periodic signal to the nearest radio tower/cell site so that our network will know where to route an incoming communication and how to properly bill for the service. This is necessary to make wireless communications possible.

Your location information will only be used to provide the service(s) or carry out the transaction(s) you have requested or authorized. SBI does not and will not track your location, and any request you make to determine your location will not be paired with any information that identifies you personally.

Your wireless Broadband Internet service may also be personalized using your zip code or other location identifiers that you provided, such as an address. We use this information to serve you relevant content, and we treat the information like any other personal information under this policy.

The law permits us to disclose the call location of a device on our network without a user's consent (1) to a user's legal guardian or members of a user's immediate family in an emergency situation that involves the risk of death or serious physical harm, (2) to database management services or information providers solely to assist in delivering emergency services, (3) if we reasonably believe that an emergency involving immediate danger of death or serious physical injury to any person requires or justifies disclosure of a device's location on the network without delay, and (4) in "aggregate" form. Aggregate data is collective data that relates to a group or category of services or customers, from which individual customer identities and characteristics have been removed.

## **SBI and Families**

SBI takes care to protect the safety and privacy of young people using our services, and encourages you to participate in your child's experience in cyberspace. We do not sell products or services to kids. Also, we do not knowingly collect personally identifiable information from children and teenagers under the age of 18 and SBI does not wish to collect any such information.

Parents, please note that if you grant consent for your child to use our services, your child will be able to communicate with other users of all ages. Before providing consent, please be aware that your child will be able to disclose personal information (e.g. name, address, e-mail, and phone numbers) on his or her own. We encourage you to talk with your children about communicating with strangers and disclosing personal information online.

Federal law requires website operators who collect personal information from children under the age of thirteen to first get parental consent. SBI will not knowingly link to any third party web site that solicits or collects personally identifiable information from minors.

## **Enforcement of this Privacy Statement**

If you have questions regarding this statement, you should contact Signalnet Broadband.



## Privacy Policy Changes

If we decide to change our privacy policy, we will post those changes here so that you will always know what information we gather, how we might use that information and whether we will disclose it to anyone. By continuing to use SBI after we post any changes, you accept and agree to this privacy statement, as modified. Of course, our use of information gathered while the current privacy statement is in effect will be consistent with the current statement, even if we change that statement later.