



## Terms and Conditions

Effective February 1, 2018

SignalNet Broadband, Inc. and its affiliates (collectively "SignalNet") have designed this Acceptable Use Policy ("AUP") governing SignalNet's services (the "Services") to ensure the integrity of its wireless broadband network and enhance the use of the Services for all of SignalNet's customers by designating standards for acceptable and unacceptable use. This AUP (Acceptable Use Policy) forms part of the agreement between SignalNet 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 SignalNet (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, SignalNet 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 SignalNet 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.

#### Junk E-mail

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. SignalNet 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.

### **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 SignalNet does monitor Internet ports that are considered to be security risks as determined by SignalNet 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 SignalNet network

or network usage by others. SignalNet 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, SignalNet 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. SignalNet 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, SignalNet 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 SignalNet '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 SignalNet 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, SignalNet may attempt to contact you by e-mail at the e-mail address on file or otherwise to notify you of the violation. SignalNet representatives also are available to work with you to explain the parameters of this AUP and to help you avoid an AUP violation.

SignalNet 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 SignalNet 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 SignalNet is interconnected; (3) interfere with

another SignalNet customer's use of the Service; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to SignalNet 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 SignalNet are cumulative and not exclusive of any rights or remedies that SignalNet may otherwise have at law or in equity. Waiver of any violation of this AUP by SignalNet 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 SignalNet 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. SignalNet has the right but not the obligation to monitor or restrict any uses of the Service that SignalNet 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.

The current AUP is available for review at the following address, subject to change:

<https://signalnetbroadband.com/acceptable-use-policy/>

### **Reporting Violations**

SignalNet requests that any person who becomes aware of a violation of this AUP report the information to SignalNet at. If available, please provide the IP address used to commit the alleged violation and the date and time of the alleged violation. SignalNet 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 SignalNet LLC, Attn: Copyright Infringements. Note that inquiries relevant to the following procedure only will receive a response.

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

SignalNet 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 SignalNet'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 SignalNet within twenty (20) days of the effective date of the modification.

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 SignalNet Broadband, and its affiliates.

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

### **Privacy Policy**

SignalNet 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 SignalNet service, except as stated below. This policy applies only to Signalnet Broadband, and not to other companies' or organizations' Web sites to which we link.

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 SignalNet 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.

The current Privacy Policy is available for review at the following address:

<https://signalnetbroadband.com/privacy-policy/>

### **Spam Policy**

SPAMMING is the sending of unsolicited e-mails (see also SignalNet's AUP). SignalNet 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. SignalNet Broadband 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.

If you have questions regarding this statement, you should contact SignalNet Broadband at 972-429-9306 or via email [admin@signalnetbroadband.com](mailto:admin@signalnetbroadband.com).

## **Refund Policy**

In the first 30 days, if you are not satisfied with the performance of the service we will give a full refund on the equipment, Subscriber Unit {{SU/CPE} must be in original condition}, and initial monthly fee for service; with the exception of any custom installation fees. Service and Service Agreement will be immediately terminated upon notice of dissatisfaction. There will be no refunds on prepaid services after 30 days. If you're moving or cancelling, please email [billing@signalnetbroadband.com](mailto:billing@signalnetbroadband.com) or Call 972-429-9306.

Refunds will be applied to the original payment method.

## **Visitor Agreement**

This web site is a service of Signalnet Broadband Inc. and its affiliates ("SignalNet"). By using this web site, you agree to the terms of this visitor agreement ("Visitor Agreement"). You should read this Visitor Agreement carefully. If you don't accept the terms of this Visitor Agreement, please don't use the SignalNet web site. Each time you use this web site in the future, you agree to the terms of the Visitor Agreement as it exists at the time of your use.

The current Visitor Agreement is available for review at the following address:

<https://signalnetbroadband.com/visitor-agreement/>

"SignalNet Broadband" and our logo are trademarks of SignalNet Broadband. Corporation and/or its affiliates. All other trademarks, product names, and company names and logos appearing on this web site are the property of their respective owners. You must obtain permission from those owners before copying or using the owner's trademarks, product names and company names and logos.

The information, data, software, photographs, graphs, videos, graphics, music, sounds, page headers, custom graphics, button icons, and other materials contained in this web site (collectively, the "Content") are protected by copyrights, trademarks, trade secrets and other proprietary rights. These rights are valid and protected in all forms, media and technologies now existing or hereafter developed. In addition, this web site is copyrighted as a collective work under the U.S. copyright laws, and SignalNet owns a copyright in the selection, coordination, arrangement, and enhancement of all content. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part.

© 2018 Signalnet Broadband Inc. All rights reserved.