

# **((( SkyWave )))**

## **Broadband Internet**

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Big City Performance • Neighborhood Service

### **Acceptable Use Policy**

A. As a subscriber, you understand that the Internet service provided to you by SkyWave Broadband Internet (Service) is for your use at your address and not for the benefit of others located elsewhere. You agree to not host any type of Server, or redistribute or resell your Internet connection. You agree to limit the use of peer-to-peer file sharing software. You agree to not spam or promote any money-making schemes. You understand that any violation of these terms gives cause for SkyWave Broadband Internet to limit your access speeds without notice. Continued abuse may result in the termination of your service. You further understand that these terms can change without notice.

B. As a subscriber, you agree that you will NOT use the Service to:

1. upload, post, email, transmit or otherwise make available any Content (as defined below) that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

2. harm minors in any way;

3. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

4. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

5. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

6. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose;

7. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

8. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

9. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

10. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

11. "stalk" or otherwise harass another; or

12. collect or store personal data about other users.

C. As a subscriber, you understand and agree that any attempt to break security, or to access an account which does not belong to you, will be considered a material breach of the Subscriber Service Agreement that you signed to obtain Service, and such breach may result in suspension or termination of the Service, and possibly referral to law enforcement authorities. Unauthorized access to the Service, to restricted portions of the Service, or to the telecommunications or computer facilities used to deliver the Service, is a breach of the Subscriber Service Agreement whether or not such activities are a violation of law. Further, you are required to take adequate security measures to prohibit others from unauthorized access or use of the Service, and you must take prompt remedial measures upon notice of breaches, or potential breaches, of security.

D. Violations of this Acceptable Use Policy may also be considered a material breach of the Subscriber Service Agreement and may also result in suspension or termination of the Service.

E. SkyWave Broadband Internet reserves the right to suspend or terminate the Service to you, or to suspend or terminate any electronic mail address, IP address, Universal Resource Locator or domain name used by you, in the event it is used in a manner which (i) constitutes violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); (ii) is defamatory, fraudulent, obscene or deceptive; (iii) is intended to threaten, harass or intimidate; (iv) tends to damage the name or reputation of SkyWave Broadband Internet.

F. Under no circumstances will SkyWave Broadband Internet be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service. However, SkyWave Broadband Internet may monitor Content as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the Service and its subscribers.

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<a href="#">Acceptable Use Policy</a>	Tech Support	<a href="mailto:support@skywave-tx.com">support@skywave-tx.com</a>
<a href="#">Filtering Software</a>	or call	<b>214-763-7016</b>

SkyWave Broadband Internet, LLC

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