

## Acceptable Use Policy Terms and Conditions

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In order to provide high quality service and ensure the integrity of the service, RadioWire.net, INC has adopted this acceptable use policy.

Please read this acceptable use policy prior to accessing the service. "Customer" is used herein to refer to any person, entity or business organization that uses the service. By using the service, Customer agrees to the terms of this acceptable use policy. RadioWire.net, INC reserves the right to immediately terminate the Customer's service without notice at RadioWire.net, INC's sole discretion, if Customer or others using Customer's service violate this acceptable use policy; RadioWire.net, INC also reserves the right to immediately remove any material or information that violates this policy for any reason whatsoever at RadioWire.net, INC's sole discretion without prior notice.

### Use of Service

The service provided to the Customer is being provided solely for use by the Customer and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Service is in violation of this Policy and relieves RadioWire.net, INC of any affirmative obligations it may have. Customer will not resell or redistribute, nor allow others to resell or redistribute, access to the service in any manner, except as expressly provided in any contract for service. The limitation on resale or redistribution of access includes, but is not limited to, related applications such as the provision of e-mail, FTP and Telnet access. RadioWire.net, INC reserves the right to disconnect or reclassify the service for failure to comply with any portion of this provision or this Policy. Any violation of these policies may lead to prosecution under state and/or federal law and/or termination of Customer's service.

### Service Availability

RadioWire.net, INC will make reasonable efforts to assure that the Service will be available to you 24 hours per day 7 days a week. It is possible however, that there will be interruptions of the Service. You acknowledge and agree the Service may be temporarily interrupted for many reasons, including without limitation, limitations of either your equipment or our equipment, limitations imposed on or experienced by the underlying communications carriers, acts of God, infrastructure updates, tower equipment failure, maintenance, repairs or similar activities required or appropriate for the delivery or improvement of the Service.

### Terms

The term of this agreement is for the period stated on the front of your contract. The term of this agreement commences upon installation of the monthly recurring service. First month service (prorated), equipment and installation, or activation fee costs will be invoiced at the time of delivery. At the end of the contract term, this agreement will convert automatically to a contract for month-to-month service, cancelable upon 60 days notice. If the customer cancels prior to the expiration of the contract, the customer is liable for a one-time \$250 cancellation fee, unless it is determined by RadioWire.net, INC that we have not provided an acceptable level of service or showed a lack of responsiveness to repair outages in a timely manner. RadioWire.net, INC shall not be held responsible for local telephone or electrical related outages.

### Fees and Payment

#### • Monthly fees

- Service is invoiced on the first (1<sup>st</sup>) of every month. Payment is due by the twenty first (21<sup>st</sup>) of every month. Monthly invoices are sent via email; there is a \$2 processing fee to receive a paper invoice. Accounts are in default if payment is not received by the due date on the invoice. Accounts unpaid by the last business day of the month may have their service interrupted. Such interruption does not relieve customer from the obligation to pay the monthly charge. Accounts in default are subject to a \$30 reconnection fee. If customer defaults, customer agrees to pay RadioWire.net, INC its reasonable expenses including attorney and collection agency fees, incurred in enforcing its rights under these terms and conditions.
- We will charge you, and you agree to pay, standard monthly fees for the service. You may provide us with credit/debit card account information, (Visa, MasterCard, or Discover) and we will charge your monthly fees and other fees if applicable to that account. Those fees and other charges will appear on your monthly credit card statement, or bank statement, if payment is through your debit card. While subscribed to your service you agree and reaffirm that we are authorized to charge your designated credit/debit card. There is a processing fee to pay via credit/debit card. We offer ACH payments to be automatically debited from your checking account. In order to pay in this manner you must sign our ACH form and return with a voided check.

#### • Installation Fees

- Installation fees are due at time of installation.

#### • Billing Questions or Discrepancies

- Common billing questions can be found on our website in our FAQ section at [www.radiowire.net](http://www.radiowire.net) OR by calling the business office at 573-659-7950. You must notify us of any billing discrepancies within 90 days for the date they first appear on your account statement. If you do not bring them to our attention within 90 days, you waive your right to dispute these charges.

**End Users**

Customer is responsible for ensuring that all end users of the Service comply with this Acceptable Use Policy. RadioWire.net, INC may disconnect service if an end user violates this Acceptable Use Policy. RadioWire.net, INC shall consider any complaints regarding the Customer's end users to apply to the Customer. Customer is responsible for any and all e-mail addresses associated with the Customer's account. The Customer is responsible for any misuse of the service, whether by authorized or unauthorized end users. Therefore, the Customer must take steps to ensure that others do not gain unauthorized access to the Service. Customer is solely responsible for the security of (i) any device Customer chooses to connect to the Service, including any data stored or shared on that device and (ii) any access point to the Service. Any wireless network equipment connected to the service must have WEP or WPA security enabled and not be "open" for the public to access.

**Age Restrictions**

The Service is restricted to individuals of at least 18 years of age. By subscribing to the service you certify that you are at least 18 years old. You may, at your discretion, permit an Authorized User less than 18 years of age to use the Service. If you do, you acknowledge that you are personally responsible for providing adult supervision for any person who is less than 18 years of age who may use the Service, whether or not a member of your family or household. The Service may not be used to enable persons less than 18 years of age to obtain material that is prohibited by law to be sent or displayed, including material deemed to be indecent or obscene.

**No Illegal or Fraudulent Use**

Customer will not use, nor allow others to use, the Service to violate any applicable federal, state, local or international laws. Customer will not use, nor allow others to use, the Service to commit a crime, act of terrorism, or fraud, or to plan, encourage or help others to commit a crime or fraud, including but not limited to, acts of terrorism, engaging in a pyramid or ponzi scheme, or sending chain letters.

**No Copyright or Trademark Infringement**

Customer will not use, nor allow others to use, the service to send or receive any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person, entity or business organization. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software.

**No Threats or Harassment**

Customer will not use, nor allow others to use, the service to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy of any other person or entity.

**No Harm to Minors**

Customer will not use, nor allow others to use, the service to harm or attempt to harm a minor, including but not limited to using the service to send pornographic, obscene or profane materials.

**No "Spamming"**

Customer will not use, nor allow others to use, the service to send unsolicited messages or materials, bulk e-mail, or other forms of solicitation ("spamming"). RadioWire.net, INC reserves the right, in RadioWire.net, INC's sole discretion, to determine whether such posting or transmission constitutes unsolicited messages or materials. This prohibition against spamming is applicable to mass mailings by Customers in conjunction with third parties and is designed to maintain service quality for all Customers. Mass mailings are those sent to more than 150 recipients by Customer or in conjunction with a third party to any group of recipients. Customer is responsible for maintaining confirmed opt-in records and must provide them to RadioWire.net, INC upon request. The term "opt-in" means that recipient has signed up for mailings voluntarily.

**No "Hacking"**

Customer will not use, nor allow others to use, the service to access the accounts of others or to attempt to penetrate security measures of the service or other computer systems ("hacking") or to cause a disruption of the service to other on-line users. Customer will not use, nor allow others to use, tools designed for compromising network security, such as password guessing programs, cracking tools, packet sniffers or network probing tools.

**No System Disruption**

Customer will not use, nor allow others to use, the Service to disrupt RadioWire.net, INC's network or computer equipment owned by other RadioWire.net, INC Customers. Any static public IP address must be authorized and provisioned by RadioWire.net, INC. Customer also agrees that Customer will not use, nor allow others to use, the service to disrupt other Internet Service Providers or services, including but not limited to e-mail bombing or the use of mass mailing programs.

**No Impersonation or Forgery**

Customer will not impersonate, nor allow others to impersonate, another user, falsify one's user name, company name, age or identity in e-mail or in any post or transmission to any online discussion forum, newsgroup or mailing list or other similar groups or lists. Customer will not, nor allows others to, forge any message header of any electronic transmission, originating or passing through the service.

**No Excessive Use of Bandwidth**

If RadioWire.net, INC determines, in RadioWire.net, INC's sole discretion, that Customer is using an excessive amount of bandwidth over the RadioWire.net, INC network infrastructure for Internet access or other functions using public network resources, RadioWire.net, INC may at any time and without notice, suspend excessive bandwidth capability, suspend Customer's access to the service, and/or terminate the Customer's account.

**No Viruses**

Customer will not use, nor allow others to use, the service to transmit computer "viruses," worms, "Trojan horses," "malware" or other harmful software programs. Customer will use standard practices to prevent the transmission of such viruses or other harmful software.

**No Waiver**

The failure by RadioWire.net, INC or its affiliates to enforce any provision of this Acceptable Use Policy shall not be construed as a waiver of any right to do so at any time.

**No Hosting Servers**

RadioWire.net, INC does not allow any personal Hosted Servers (web,email) or any other type of servers) used on our residential services due to high outgoing-traffic volume likely from your computer to the internet. If you require hosting capabilities. Contact RadioWire.net, INC and ask about our Small Business Internet Services that might fit your needs.

**Indemnification**

If the use of your account causes us to be exposed to legal claims, you are responsible for the cost of defending against such claims. You agree to defend, indemnify and hold harmless us, our officers, directors, employees, affiliates, and subsidiaries, and telecommunications providers from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including attorney fees) arising out of or relating to any acts by you (or others that use your account) or materials or information transmitted by you (or others that use your account) in connection with this service agreement, the Service, or the internet. This includes any illegal or improper use of the account by those individuals whom you authorized to use your account or who have accessed your account due to your negligence or carelessness.

**Termination of Service**

Either you or we may terminate or cancel your account at any time. In the event that your account is terminated or cancelled, no refund, including any fees you have paid to us, will be granted. You may terminate your account by calling the business office or emailing us at [billing@radiowire.net](mailto:billing@radiowire.net). You must still pay for all charges including late charges and full monthly charges for the month in which the termination occurs. If you cancel before the contract expires you are liable for a one-time \$250 cancellation fee.

**Revisions to Policy**

RadioWire.net, INC reserves the right to update or modify this policy at any time and from time to time with or without prior notice. Continued use of the service will be deemed acknowledgment and acceptance of the policy. Notice of modifications to this Policy may be given by posting such changes to RadioWire.net, INC's homepage [www.radiowire.net](http://www.radiowire.net), by electronic mail, or by conventional mail.