

## INTERNET SERVICE AGREEMENT TERMS AND CONDITIONS

Use of our services constitutes acceptance of this agreement in its entirety, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. This Agreement and FREEDOM BROADBAND'S other Agreements and policies posted on FREEDOM BROADBAND' Web site constitute the entire agreement between you and FREEDOM BROADBAND and InfoPathways, Inc., a Maryland Corporation, with offices at 25 Liberty Street, Westminster, MD 21157 and the account holder, and supersedes any other written or oral agreement. FREEDOM BROADBAND may revise, amend, or modify the Agreements at any time and in any manner.

Please read these Terms of Service carefully before using our service. By accessing or using any part of our service, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not use any services we provide. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes. Notice of any revision, amendment, or modification will be posted on FREEDOM BROADBAND's Web site: ([www.freedombroadband.com](http://www.freedombroadband.com)).

This Agreement is entered into on the day the Service is activated by the undersigned (the "User") and FREEDOM BROADBAND (the "Provider").

- 1. Online Terms:** By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use our services. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.
- 2. General Conditions:** We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.
- 3. The Service:** Provider offers Internet access to subscribers by radio communication between the account holder's computing device(s) and FREEDOM BROADBAND'S computing and network systems in exchange for payment of fees and compliance with the terms and conditions of this document. The Service speed can vary depending on location, inside wiring, Internet traffic, and other factors beyond the control of Provider. Subject to the terms of this agreement, Provider grants to User a limited, personal, non-transferable, and non-exclusive right to use the Internet service (the "Service") during the term of this Agreement. User's use of the Services shall be in accordance with this Agreement and Provider's Acceptable Use Policy which is made a part of this Agreement. User is responsible for providing and maintaining all computer equipment and software necessary to access the Service. Nothing in this Agreement grants or transfers to you any ownership rights in the Service, including the software and other intellectual property rights related to the Service.
- 4. Equipment:** As part of its services, Provider installs radio communications equipment and a managed network router at the account holder's premises. The account holder does not own this equipment and is responsible to return it to Provider upon termination of service. If the equipment fails for reasons unrelated to the negligence of the account holder, Provider will replace equipment at no charge. If account holder negligently breaks the equipment or fails to provide adequate electrical protection, or otherwise fails to return the equipment upon termination the account holder will be charged to replace the equipment. The installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outage. User is solely responsible for backing up all of your existing computer files and data and for providing adequate electrical protection for your computer and the Equipment. FREEDOM BROADBAND and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals.
  - **Customer owned/supplied equipment:** Freedom Broadband does not support customer supplied or provided routers. Use of a router behind, or in conjunction with the router provided by Freedom Broadband is not a supported configuration. Freedom Broadband cannot ensure proper network performance.
  - **Other Wireless Devices:** User acknowledges that Freedom Broadband uses radio frequencies to wirelessly connect user to the Internet. User understands that other devices using wireless connectivity – i.e. "Smart" TVs, Video Storage devices (DirecTV "Genie," Dish Network "Hopper," gaming consoles (Xbox, Playstation) can cause interference. User agrees to disclose other wireless devices in use at premise during installation or support call. User agrees to place other wireless devices away from Freedom Broadband provided router.

- 5. Installation:** In order to order and receive the Service, you must be at least 18 years old and will have to provide a valid credit card or other form of payment that can be automatically deducted each month, unless other payment options are mutually agreed upon. The Service must be available to your location. Your computer or connected devices may have to meet certain minimum requirements. Provider will install radio on exterior of premise, Cat5e/6e network cable from the radio to a managed router to be located inside your house or business. Customer is responsible for providing connection to router from standard 120 volt electrical outlet. If you are not the owner of the premises, you warrant that you have obtained the consent of the owner for vendor personnel and/or its agents to enter the premises for installation. You shall indemnify and hold FREEDOM BROADBAND harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement. Any equipment provided by FREEDOM BROADBAND will remain the property of FREEDOM BROADBAND except as otherwise required by applicable law. FREEDOM BROADBAND will not have any obligation to install, support, maintain, repair, or replace (a) any Computer; or (b) any router, switch, access point, cabling or other equipment that is provided by someone other than FREEDOM BROADBAND.
- 6. Payment:** For access to and use of the Service, User agrees to pay the fee amounts set forth in the applicable Plan Description detailed in User's service selection. The basic fee shall be charged to User whether User accesses the Service or not. User is responsible for any taxes, including personal property taxes or sales taxes resulting from User's use of the Service. User must provide accurate billing information including legal name, address, telephone number, and credit card/billing information, and report all changes to this information immediately. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old. Charges may be billed to your credit card, debit card or bank account, as applicable, each month for the Service and any additional usage, services, taxes and fees. Provider is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Provider. Provider's accounting cycle begins on the 1st of each month. Charges for new accounts are prorated. Charges for terminating accounts are not prorated. Payment is due and payable in advance of receiving services each month. Delinquent accounts are those that remain unpaid on the last day of the month. Accounts that are delinquent may be put on "accounting hold" and disabled. Accounts that are  
  
unpaid for more than one accounting cycle may be terminated at any time, at Provider's sole option. The account holder acknowledges responsibility for the account until payment in full is made.
- 7. Term:** Service is provided on a month to month basis. Provider reserves the right to change prices of the Service upon 30 days notice.
- 8. Termination:** Continued use of the Service constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Service and to terminate your account. User may terminate this agreement in writing via e-mail, (preferably) or postal service to Provider's main office. User agrees to provide 30 day's notice prior to cancellation. Cancellation does relieve the account holder of liability for the current and previous accounting periods. Provider may at any time and without advance notice, modify or restrict User's use of the Service if Provider determines, in its sole discretion, that User: 1) violates the Acceptable Use Policy (AUP); 2) violates any laws, regulations, court orders, or other governmental requests or order which requires immediate action; 3) violates any intellectual property rights of Provider or a third party; 4) is disruptive or causes a malfunction of the Service; or 5) may expose Provider to potential legal liability. If User does not correct the violation within ten (10) days thereafter, Provider may terminate this Agreement. Provider may suspend or in its sole option terminate the Agreement if User fails to timely pay any amounts required under this Agreement. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our service. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).
- 9. Refund Policy:** We value your business with Freedom Broadband. If you are not entirely satisfied with your purchase, we're here to help. Due to the nature of Internet use and wireless communications, in general we do not refund fees paid for services provided. If after installation we determine that service cannot be adequately provided, Freedom Broadband will notify the client, collect our equipment and refund any funds that prepaid for service. Refunds will not be issued where Customer failed to provide adequate notice of cancellation as stated in this document. Contact Us If you have any questions @ 866-808-0523 or info@freedombroadband.com.
- 10. No Resell:** User's use of the Service is limited to User's household. User may not resell, and/or otherwise extend the Service via wires and/or wireless, or other means to other users outside of the User's immediate household. Unless otherwise agreed with Provider, Rental units attached and/or not attached to the User's main house are considered a separate household and require that a separate Service be established with the Provider. User may provide access to the wireless network to members of the User's household, and/or visiting friends and family. Business accounts are permitted to provide reasonable use of the network to customers via a secured wireless network with the previous consent of Provider.
- 11. Voice Over IP (VoIP):** FREEDOM BROADBAND operates the Service in rural conditions, and as such the Service could be subject to outages. **WHILE FREEDOM BROADBAND DOES NOT PROHIBIT THE USE OF INTERNET TELEPHONY (VOIP,) SUCH SERVICE CANNOT BE USED EXCLUSIVELY AND SHOULD NOT BE RELIED UPON FOR 911 SERVICES.**

- 12. Disclaimer of Warranties:** The service is provided as-is and without warranty of any kind. Provider expressly disclaims all warranties, express and implied including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and title/noninfringement. Provider does not warrant that the services will meet your requirements or that the operation of the services will be uninterrupted or error-free, or that defects in the services will be corrected. Provider does not warrant or make any representation regarding the use or the results of the use of the services or any related documentation in terms of their correctness, accuracy, quality, reliability, appropriateness for a particular task or application, or otherwise. No oral or written information or advice given by provider or its authorized representatives shall create a warranty or in any way increase the scope of this warranty. User is entirely responsible for and assumes all risk for the use of the service. User should not use the service in high-risk activities where substantial damage could result if an error occurred. Provider does not warrant or represent that its security procedures will prevent the loss of or improper access to your data. Provider is not responsible for transmission errors or corruption or security of information carried over or through telecommunications lines or other telecommunications technology.
- 13. Disclaimer of Warranties; Limitation of Liability:** We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall Freedom Broadband, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.
- 14. Uncensored Information:** User understands that content and materials on the Internet are created and maintained by third parties and that portions of such materials may be sexually explicit, obscene, offensive, or illegal. In no event shall provider be liable to any person or entity, either directly or indirectly, with respect to any materials from third parties accessed through the services. User assumes total responsibility and risk for user's use of the services and internet generally. Provider disclaims any and all responsibility for content contained in any third party material provided through hyperlinks.
- 15. Accuracy, Completeness and Timeliness of Information:** We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.
- 16. Modifications to the Service and Prices:** Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.
- 17. Products or Services:** Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy. We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate. We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

- 18. Accuracy and Billing of Account Information:** We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.
- 19. Optional Tools:** We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.
- 20. Third Party Products:** Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.
- 21. User Comments, Feedback and Other Submissions:** If, at our request, you send certain specific submission example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.
- 22. Prohibited Uses:** In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.
- 23. Personal Information:** Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.
- 24. Errors, Inaccuracies and Omissions:** Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

- 25. Exclusive Remedy:** User's sole right and remedy for breach of this Agreement by Provider if User is dissatisfied for any reason with the Service is to terminate this Agreement as provided in this Agreement.
- 26. Indemnity:** You agree to indemnify, defend and hold harmless Freedom Broadband and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.
- 27. Severability:** In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.
- 28. Entire Agreement:** The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.
- 29. Choice of Law:** This Agreement and Acceptable Use Policy shall be governed by the laws of the State of Maryland.

## Privacy Policy

This privacy policy discloses the privacy practices for [www.freedombroadband.com](http://www.freedombroadband.com). This privacy policy applies solely to information collected by this web site. It will notify you of the following:

- What personally identifiable information is collected from you through the web site, how it is used and with whom it may be shared.
- What choices are available to you regarding the use of your data.
- The security procedures in place to protect the misuse of your information.
- How you can correct any inaccuracies in the information.

### Information Collection, Use, and Sharing

- We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.
- We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization.
- Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

### Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

### Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser or looking for "https" at the beginning of the address of the web page. While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

### Updates

Our Privacy Policy may change from time to time and all updates will be posted on this page.

If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at 866-808-0523 or via email at [info@freedombroadband.com](mailto:info@freedombroadband.com).

## Acceptable Use Policy

### INTRODUCTION

This Acceptable Use Policy ("AUP") governs your use of the Internet services ("Service") provided by us (the "ISP"), whether you subscribe to the Service or not, and you agree to all the terms set forth herein. Generally, ISP does not monitor or edit the content posted by users of the Service or other Internet services that may be available on or through the Service (e.g., newsgroups, chat rooms, message boards, etc.). ISP is not responsible for any failure or delay in removing such content. In addition, ISP 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 ISP account. You agree to indemnify, defend, and hold ISP harmless from any claims resulting from your use of this service, which damages you or another party. At our sole discretion, we may revoke your access for inappropriate usage. Use of any information obtained via the Service is at your own risk. ISP is not responsible for the accuracy, quality, or content of information obtained through the Service. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

### CHILDREN'S ONLINE PRIVACY PROTECTION ACT.

We are committed to complying with the Children's Online Privacy Protection Act. Accordingly, if you are under the age of 13, you are not authorized to provide us with personally identifying information, and we will not use any such information in our database collection activities. We appreciate your cooperation with this federally mandated requirement. By using this Internet service ("Service") or by establishing an account, you agree to be bound by this Agreement and to use the Service in compliance with this Agreement, our Acceptable Use Policies and all other use policies (collectively, the "Terms of Service"). If you do not agree to the Terms of Service, including any future revisions, you may not use the Service, and if you have an account you must terminate it as provided herein. We, your Internet service provider (the "ISP"), reserve the right to revise the Terms of Service and you accept sole responsibility for periodically reviewing them for any and all changes. Your continued use of this Service following the posting of any revisions to the Terms of Service constitutes your acceptance of those revisions.

**A SPECIAL NOTE CONCERNING MINORS** Protecting children's privacy is especially important to us. It is our policy to comply with the Children's Online Privacy Protection Act of 1998 and all other applicable laws. ISP recommends that children ask a parent for permission before sending personal information to ISP, or to anyone else online.

1. **MONITORING SERVICES:** FREEDOM BROADBAND has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason, if FREEDOM BROADBAND, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself, its employees, its customers or others.
2. **VIOLATIONS** The following constitute violations of ISP's AUP:
  - a. Using the Service to gain unauthorized access to any computer systems.
  - b. Using the Service to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
  - c. Using the Service to interfere with access to the Internet by other parties or disrupt the network used by ISP.
  - d. Using the Service to harm, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age, or disability.
  - e. Using the Service to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
  - f. Using the Service to harass, threaten, embarrass or cause distress, unwanted attention or discomfort upon another.
  - g. Using 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," and "chain letters."
  - h. Adding, removing or modifying identifying network header information in an effort to deceive or mislead.
  - i. Using the Service to transmit any unsolicited commercial email or unsolicited bulk email is prohibited. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, is prohibited.
  - j. Using the Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of ISP or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
  - k. Using the Service to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
  - l. Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
  - m. Using the Service to harm minors in anyway.
  - n. Reselling the Service without ISP's authorization.
3. **REASONABLE NETWORK MANAGEMENT :** To ensure proper network operation, Freedom Broadband may employ reasonable network management practices as required. Bandwidth limits will at all times be maintained within the range associated with customer's selected broadband package.
4. **REVISIONS BY ISP OF THIS AUP:** ISP reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies at any time and in any manner. Any revision, amendment, or modification will be posted in accordance with the terms of the Internet Service Agreement.