

# FREEDOM BROADBAND

25 Liberty Street  
Westminster, MD 21157

## INTERNET SERVICE AGREEMENT TERMS AND CONDITIONS

Use of our services constitutes acceptance of this agreement in its entirety. This Agreement and FREEDOM BROADBAND'S other Agreements and policies posted on FREEDOM BROADBAND' Web site constitute the entire agreement between you and Bethune Company, LLC. dba FREEDOM BROADBAND, a Maryland Limited Liability 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. Notice of any revision, amendment, or modification will be posted on FREEDOM BROADBAND's Web site: ([www.fwbnet.net](http://www.fwbnet.net)).

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

- 1. 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.
- 2. Equipment:** As part of its services, Provider installs radio communications equipment and a managed network switch (where included in selected package) 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 Service may include equipment provided by FREEDOM BROADBAND ("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.
- 3. 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 switch (where included in selected package) to be located inside your house. 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.
- 4. 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.
- 5. Term:** The initial contract term ("Term") of this Agreement shall commence upon acceptance of this Agreement and shall continue per the period specified in selected customer package. At the completion of the initial contract term, service will continue on a month to month basis. Provider reserves the right to change prices of the Service upon 30 days notice after the initial contract term.
- 6. 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

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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. Such requests must be received no later than 5p.m. on the 20th of the month in order to be processed by the beginning of the next accounting cycle. Cancellations prior to the end of the initial contract term will be charged 10 percent of the remaining contract amount. Account cancellations take effect on the first day of the next accounting cycle after Provider has received the notice. 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.

7. **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. If User deploys a personal wireless network that is connected to the Service, User must secure such network so as to prevent others from accessing it. 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.
8. **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.**
9. **Disclaimer of Warranties:** The service is provided as-is and with0ut warranty of any kind. provider expressly disclaims all warranties, express and implied including, but not limited to, the implied warranties of mechantability, fitness for a particular purpose, and title/non-infringement. 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 of 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 it's 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.
10. **Limitation of Liability:** In no event shall provider be liable to you or any third party for any incidental or consequential damages (including, without limitation): Indirect, special, punitive, or exemplary damages for loss of business, losses of profits, loss of goodwill or business reputation, business interruption, loss of data, or loss of business information) arising out of or connected in any way with this agreement or the services, or for any claim by any third party (including for intellectual property infringement), even if provider has been advised of the possibility of such damages. The total liability of provider to user for all damages, losses and causes of action (whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid by user to provider in the three (3) months prior to the event causing liability.
11. **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.
12. **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.
13. **Indemnity:** User shall indemnify and hold Provider harmless against any and all liabilities, losses, damages, judgments, claims, causes of action, and costs (including attorney fees and disbursements) which Provider may hereafter incur, suffer, or be required to pay, defend, settle (subject to any limitations set forth in this Agreement), or satisfy as a result of User's use of the Service. To qualify for such defense and payment, Provider must: 1) provide User with a prompt written notice of a potential third party claim; and 2) allow User to control, and fully cooperate with Provider, in the defense of all related negotiations.
14. **Choice of Law:** This Agreement and Acceptable Use Policy shall be governed by the laws of the State of Maryland.

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## 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.). However, ISP and its agents reserve the right at their sole discretion to remove any content that, in ISP's judgment, does not comply with the AUP or is otherwise harmful, objectionable, or inaccurate. 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. **EXCESSIVE BANDWIDTH / USAGE :** To prevent a small percentage of customers from using a large percentage of the total available bandwidth, and thereby effecting the Quality of Service (QoS) of other customers, FREEDOM BROADBAND may place limits on individual user bandwidth ("throttle"). 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.