



Acceptable Use Policy

Updated 1/16/2018

THIS ACCEPTABLE USE POLICY ("AUP" OR "POLICY") IS A MATERIAL PART OF ANY AGREEMENT WITH AIRLINK INTERNET SERVICES, LLC ("AIRLINK") FOR ACCESS TO AND PROVISION OF BROADBAND INTERNET SERVICES. PLEASE READ AND FOLLOW THIS POLICY CAREFULLY. THIS POLICY MAY BE REVISED FROM TIME TO TIME BY AIRLINK, OR AS OTHERWISE SET FORTH BELOW, AND THE CURRENT VERSION OF THIS POLICY MAY BE FOUND AT <http://airlinkinternet.net/support>

This AUP has been established for subscribers and users ("You" of "Your") of AirLink's internet access services (the "Service") and designates standards for acceptable and unacceptable uses. This AUP forms part of the agreement between AirLink and You, and is incorporated by reference into AirLink's terms and conditions for applicable Service (the "Terms") as found at <http://airlinkinternet.net/support>. All Subscribers, and anyone using or accessing the Service, is bound by and must comply with the terms of this AUP. Access to the Service is conditioned on the legal and appropriate use of the Service. You agree that use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation or the rights of AirLink, or any third party.

You acknowledge reading and understanding this Policy prior to accessing the Service. By using the Service, You accept and agree to comply with this Policy, and agree to require others using the Service via your account, to comply with the terms of this Policy. A violation of the AUP may result in the immediate suspension or termination of access to the Service and/or Your account with AirLink as determined by AirLink in its sole discretion. You should consult the AUP regularly to ensure activities conform to current requirements. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU ARE REQUIRED TO IMMEDIATELY CEASE USE OF THE SERVICE AND NOTIFY AIRLINK SO THAT YOUR ACCOUNT MAY BE CLOSED.

1. Prohibited Activities. You may not use the Service in a manner that violates any applicable laws, orders or regulations. Additionally, You may not use the Service to:

- Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.
- Post, transmit, or disseminate content that is illegal, threatening, abusive, libelous, slanderous, defamatory, promotes violence, or is otherwise offensive or objectionable.
- Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the Service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot, or other harmful feature.
- Collect or store personal data about other users.
- Use an IP address not assigned to you.
- Violate any other AirLink policy or guideline.
- Resell or redistribute the Service to any third party via any means including but not limited to wireless technology.
- Harm to Minors. You may not use the Service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material. AirLink will notify and fully cooperate with law enforcement if it becomes aware of any use of the Service in any connection with child pornography or the solicitation of sex with minors.

2. Intellectual Property Infringement. You may not use the Service to store, receive, post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, or propriety or intellectual rights of any party. AirLink assumes no responsibility, and you assume all risks regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes. AirLink is registered under the Digital Millennium Copyright Act of 1998 (DMCA). Under the DMCA, copyright owners have the right to notify AirLink if they believe a customer of AirLink has infringed the copyright owner's work(s). If AirLink receives a notice from a copyright owner alleging a Subscriber has committed copyright infringement, AirLink will notify the Subscriber of the alleged infringement. If AirLink receives more than one notice alleging copyright infringement on the Subscriber's part, the Subscriber may be deemed a "repeat copyright infringer." AirLink reserves the right to terminate the accounts and access to the Service of repeat copyright infringers. YOU are also prohibited from using the Service to interfere with any technical measures employed by AirLink that are used to ensure compliance with this policy.

3. User Content. You are solely responsible for any information that is transmitted from your IP address or your account on the web or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. AirLink reserves the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that it, in AirLink's sole discretion, deems to be illegal, offensive, indecent, or otherwise objectionable.

4. Commercial Use. The Service is designed for personal, non-business related use of the Internet and may not be used for commercial purposes. You may not resell or otherwise charge others to use the Service. You agree not to use the Service for operation as an Internet service provider, or for any other business enterprise, including, without limitation, IP address translation or similar facilities intended to provide additional access.

5. Servers. You may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by AirLink.

6. Misuse of Service. You are responsible for any misuse of the Service that occurs through your account or IP address. You must therefore take steps to ensure that others do not gain unauthorized access or misuse the Service. 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. 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. Sharing Your User ID or password with any other person is absolutely prohibited. In the event that You do share Your User ID or password with another person, You will be solely responsible for the actions of that other person. Deletion, examination, copying, or modification of files and/or data belonging to other users without their prior consent is prohibited. Continued impedance of other users through mass consumption of system resources, after receipt of a request to cease such activity, is prohibited. Any unauthorized, deliberate action which damages or disrupts a computing system, alters its' normal performance, or causes a malfunction, is a violation regardless of system location or time duration.

7. Hacking/Attempted Unauthorized Access. You may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any organization or person's computer, software, or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks or computers for any reason. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

8. Security. You are solely responsible for the security of any device connected to the Service, including any data stored on that device. AirLink recommends that you take appropriate security precautions for any systems connected to the Service. You are responsible for securing any wireless (WiFi) networks connected to your AirLink service. Any wireless network installed by the customer or an AirLink representative, that is unsecured or "open" and connected to the AirLink

network, will be deemed to be operating as an ISP and subject to the prohibition on Commercial Use set forth in Section 4 herein. You authorize AirLink to use measures to detect unsecured wireless networks associated with your Service.

9. Disruption of Service. You may not disrupt the Service in any manner. You shall not interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" a host.

10. Viruses, Trojan Horses, Worms and Denial of Service Attacks. Software or other content downloaded from the Service may contain viruses and it is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, spambot, worm or other harmful program or that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features. We may suspend your Service if we detect a harmful program in order to allow you to take measures to stop the harmful program.

11. Electronic Mail. You may not use the Service to send bulk, commercial or unsolicited ("spam") email messages. Any unsolicited email, originating from any source, must not direct recipients to any website that is part of our Service, such as personal web pages, or other resources that are part of the Service. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violate this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited.

12. Bandwidth, Data Storage and Other Limitations. AirLink offers multiple packages of Service with varying speeds and features and bandwidth usage limitations. You must comply with the current bandwidth, data storage and electronic mail that correspond with the package of Service you selected. In addition to complying with the limitations for specific features, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in AirLink's sole judgment) an unusually great burden on the network itself. In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede AirLink's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. If you use excessive bandwidth as determined by AirLink, AirLink may terminate, suspend, or require you to upgrade the Service and/or pay additional fees.

13. Newsgroups. You should use Your best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. You must abide by such guidelines. You may not post or list articles which are off-topic according to the description of the group or send unsolicited mass e-mailings to ten or more people if such e-mail could reasonably be expected to provoke complaints from its recipients. Without limiting any other rights or remedies that AirLink may have under this AUP, the applicable Terms or applicable law, AirLink may cancel any postings that violate this AUP as determined by AirLink in its sole discretion.

14. Facilitating a Violation of this Policy. You may not advertise, transmit, or otherwise make available any software product, product, or service that is designed to violate this Agreement, which includes the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software.

15. Export Control Violations. You may not use the service for the transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.

16. Other Illegal Activities. You may not use the service in violation of any applicable law or regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services. You acknowledge and agree that AirLink may cooperate fully with investigations of possible illegal activity or violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Subscribers who violate systems or network security may incur criminal and/or civil liability. AirLink may immediately suspend or terminate Service if AirLink suspects abuse or fraudulent use of the Service, interference with our network, or violation of the AUP or applicable Terms, and may notify the appropriate authorities if it reasonably believes that such abuse or fraudulent use is in violation of applicable law. You must cooperate with AirLink in any fraud investigation and use any fraud prevention measures that AirLink prescribes. Your failure to provide reasonable cooperation may result in Your liability for all fraudulent usage.

VIOLATIONS OF AUP

1. In the event that You violate this AUP, AirLink may, without limitation, restrict Your access to AirLink's network, increase the fees associated with Your Service, including upgrading You to a higher class of Service, or immediately suspend or terminate Your Service. In the event of termination of Your Service, all applicable termination charges will apply. Except as expressly provided herein, the rights and remedies of AirLink are cumulative and not exclusive of any rights or remedies that AirLink may otherwise have at law or in equity. Waiver of any violation of this AUP by AirLink 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 AirLink 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. You should read this AUP in conjunction with the Terms for any applicable Service and our other Policies which are set forth on our website. AirLink has the right but not the obligation to monitor or restrict any uses of the Service that AirLink believes in its sole discretion violates this AUP, any part of the applicable Terms, 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.

2. In addition, violations of this AUP may result in a demand for: immediate removal of offending material; immediate, temporary or permanent filtering; blocked access; suspension or termination of service (in whole or in part); or other action appropriate to the violation, as determined by AirLink, in its sole discretion. We reserve the right to take any such action without notice at any time, as determined by us in our sole discretion. AirLink may involve, and will cooperate with, law enforcement if criminal activity or threatened criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations or alleged violations of this AUP. You will be liable to us for any damages incurred by us or amounts that are required to be paid by us that arise out of or are related to Your violation of this AUP, including, without limitation, damages paid to third parties, cost of repairs or replacements, reasonable attorney's fees or other costs or damages incurred by us.

PRIVACY, MONITORING THE SERVICE, POLICY MANAGEMENT

AirLink is under no obligation to monitor the Service, anyone's use of the Service, or to retain the content of any user session. However, AirLink may do so from time to time in its discretion. Without limiting any other right of AirLink under this AUP or the applicable Terms, AirLink (a) reserves the right at all times and without notice to delete any content and (b) may disclose any information regarding You or Your use of the Service for any reason and at its sole discretion in order to satisfy applicable laws, regulations, orders, or governmental requests, or in order to operate and deliver the Service in an efficient manner, or to otherwise protect AirLink's property or legal interests and those of its subscribers. To protect its customers and its network AirLink may, without limitation, block and allow traffic types as we see fit at any time.

REPORTING AUP VIOLATIONS

AirLink requests that any person who becomes aware of a violation of this AUP report the information to AirLink Internet at support@airlink.desk-mail.com or by mail to Post Office Box 567, Sapulpa, OK 74067. If available, please provide the IP address used to commit the alleged violation and the date and time of the alleged violation. AirLink may take any appropriate action as it 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 newsgroup posting privileges; 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 the Digital Millennium Copyright Act of 1998 (DMCA) and in accordance with Title 17, Section 512(c)(2) (as amended) of the United States Code, notifications of a claimed copyright infringement may be sent (a) by e-mail to support@airlink.desk-mail.com (b) by regular mail to Post Office Box 567, Sapulpa, OK74067 or (c) to the Registered Agent for AirLink.

REVISIONS, RESERVATION OF RIGHTS

AirLink reserves all rights including the right to revise, amend, or modify this AUP or any other Policy at any time, and any such revisions will be effective ten (10) days after posting on AirLink Internet's website. You agree that Your continued use of the Service after the effective date of any such revision, amendment or modification will constitute Your acceptance thereof and You shall thereafter be bound by the terms of this AUP, as revised, modified or amended. IT IS YOUR RESPONSIBILITY TO CHECK AIRLINK'S WEBSITE REGULARLY, AS ALL OR ANY PART OF THIS AUP MAY CHANGE WITHOUT NOTICE.

INTERPRETATION

The terms and provisions of this AUP are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this AUP, is prohibited. We reserve the right at all times, with or without notice, to prohibit activities that damage our commercial reputation and goodwill or that affect the quality of our services or our ability to provide services.

INDEMNIFICATION

You agree to indemnify and hold harmless AirLink Internet, and its suppliers and licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation, reasonable attorney's fees) arising out of or related to Your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by You in connection with Your use of the Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this AUP. This Section will not be construed to limit or exclude any other claims or remedies that AirLink may assert under this AUP, the applicable Terms or by law.