



Terms of Service

These Terms of Service & Acceptable Use Policy (the "Terms") govern your use of SKYFREQUENCY Internet Wi-Fi service ("Service") and the SKYFREQUENCY Internet Services Network ("Network"). Before using the Service, read the following Terms. Your use of the Service represents your agreement to these Terms. If you do not agree with these Terms, do not use the Service.

Terms of Service

Description of the Service

The Service is provided by SKYFREQUENCY Internet Services ("SKYFREQUENCY"). The Service provides you with wireless access to the Internet via certain SKYFREQUENCY high-speed Internet access points ("Locations"). SKYFREQUENCY offers subscription plans for SKYFREQUENCY High Speed Internet Customers ("Subscription").

SKYFREQUENCY may, but is not obligated to, extend its Locations through roaming agreements with other Internet Service Providers. If SKYFREQUENCY does extend its Locations and you access the Service of a roaming partner, you will be responsible for any applicable roaming charges if you do not subscribe to a roaming Service plan from SKYFREQUENCY.

Charges/Billing/Payment

You agree to pay all charges and fees specified when you order the Service, including any monthly recurring or nonrecurring charges, taxes, fees, surcharges or other assessments applicable to the Service, including multiple device(s) use charges, if applicable. Subscribers from MDU's (apartments)/MTU's (condominiums) that have Service provided in their rental fee are not subject to any charges or fees from SKYFREQUENCY. All SKYFREQUENCY charges for the Service are billed in advance at the time of subscription and all charges will appear monthly on either the Subscriber's credit/debit card or authorized bank draft. The Service is provided on a Month-to-Month basis, Weekly and Daily Rate. Charges are subject to change. Payment for the Service is due on the date specified and will automatically be charged for monthly rate Subscribers until cancelled by Subscriber. Taxes, excessive usage and other charges may apply. Excessive usage fees will be charged to the Subscribers' credit/debit card. Speed claim(s) represent maximum downstream and/or upstream speed capabilities which may vary and are not guaranteed. Many factors can affect actual speeds. Internet speed options not available in all areas. The Service price includes 150 GB of data/mo. Additional \$10 charge per each 50 GB of data usage in excess of allowance.

Service Suspension/Termination/Cancellation

SKYFREQUENCY respects freedom of expression and believes it is a foundation of our free society to express differing points of view. SKYFREQUENCY will not terminate, disconnect or suspend service because of the views you or we express on public policy matters, political issues or political campaigns. However, SKYFREQUENCY may immediately terminate or suspend all or a portion of your Service, without notice, for conduct that SKYFREQUENCY believes (a) violates the Acceptable Use Policy, or (b) constitutes a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws) or a violation of these Terms, or any applicable policies or guidelines. Your Service may be suspended or terminated if your payment is past due and such condition continues un-remedied for thirty (30) days. Termination or suspension by SKYFREQUENCY of Service also constitutes termination or suspension (as applicable) of your license to use any Software. SKYFREQUENCY may also terminate or suspend your Service if you provide false or inaccurate information that is required for the provision of Service or is necessary to allow SKYFREQUENCY to bill you for Service.

Cancellation of Service by Subscriber

Subscription customers may cancel the Service at any time by contacting SKYFREQUENCY via email to service@skyfreq.com or call on our Customer Service business phone at 601-707-7228.

Email cancellations must contain the following: First Name, Last Name, Service Type (Monthly or Day Rate), ID, Email Address and Contact Telephone Number. Please provide contact information so that we may contact you if we have questions regarding your cancellation order request.

SKYFREQUENCY will cancel your subscription for Service, provided your subscription for Service has not been charged. Charges for the Service are billed in advance at the time of subscription. In the event that a cancellation is submitted and your Service is activated, you will not receive a refund or credit for the activated period. Your Service will be terminated on a go-forward basis beginning with the next monthly period following the month of the requested cancellation.

Termination of Service

- a. The term of this Agreement shall begin upon the commencement of the Service to the Subscriber, on a monthly period, weekly period or daily (24 hours) period, depending on the Service selected.
- b. MONTHLY SUBSCRIBERS ACKNOWLEDGE, AGREE AND AUTHORIZE SKYFREQUENCY TO AUTOMATICALLY CHARGE ON YOUR CREDIT/DEBIT CARD FOR SUCCESSIVE TERMS OF EQUAL LENGTH AS THE INITIAL TERM (MONTHLY), UNLESS TERMINATED OR CANCELLED BY EITHER PARTY AS PROVIDED IN THIS AGREEMENT.
- c. Upon termination of this Agreement for any cause whatsoever, neither party shall have any further rights or obligations under this Agreement, except expressly set forth herein.

Modifications to the Service / Updates to the Terms

SKYFREQUENCY reserves the right to modify or discontinue, temporarily or permanently, at any time and from time to time, the Service (or any function or feature of the Service or any part thereof, including but not limited to rates and charges) with or without notice. You agree that SKYFREQUENCY will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service. Without limiting the foregoing, SKYFREQUENCY may post, or email, notices of changes in the Service. It is your responsibility to check our website and your SKYFREQUENCY email address for any such notices. You agree that SKYFREQUENCY will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service.

These Terms may be updated or changed from time to time. The current Terms shall be posted at: www.skyfrequency.com ("Website"). If SKYFREQUENCY makes a change to these Terms and that change has a material impact on the Service, you will be provided electronic notice of that change via e-mail or other written notice. Your continued use of the Service following such notice constitutes your acceptance of those changes. If you do not agree to the revisions, you must terminate your Service immediately.

Operational Limits of the Service

Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service and that SKYFREQUENCY will not be liable for such interruptions. You further understand and agree that SKYFREQUENCY has no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are

beyond the control of SKYFREQUENCY. SKYFREQUENCY will not be liable for any failure of performance, if such failure is due to any cause beyond SKYFREQUENCY's reasonable control, including acts of God, fire, explosion, vandalism, nuclear disaster, terrorism, cable cut, storm or other similar occurrence, any law, order or regulation by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or delays caused by you or your equipment.

Registration/Customer Information/Password Security

All information that you provide to SKYFREQUENCY must be accurate, including your name, email address, physical address, device registration, credit or debit card numbers and expiration dates, bank draft payment information and any Service payment information ("Registration Data"). You are responsible for keeping such information up-to-date and must provide changes promptly to SKYFREQUENCY. You agree to keep confidential your log-in ID and password and are solely responsible for any liability or damages resulting from your failure to maintain that confidentiality. You are also solely and fully responsible and liable for all activities that occur under your member ID. You agree to immediately notify SKYFREQUENCY if you suspect any breach of security such as loss, theft, or unauthorized disclosure or use of your member ID or password.

Third Party Content Disclaimer/ Links to Third Party Sites

Materials provided by Third Party Providers have not been independently authenticated in whole or in part by SKYFREQUENCY. SKYFREQUENCY does not provide, sell, license, or lease any of the Materials other than those specifically identified as being provided by SKYFREQUENCY. This Service may be linked to other websites which are not under the control of and are not maintained by SKYFREQUENCY. SKYFREQUENCY is not responsible for the content of those sites. SKYFREQUENCY is providing these links to you only as a convenience, and the inclusion of any link to such sites does not imply endorsement by SKYFREQUENCY of those sites.

Privacy Policy

Registration data and certain other information about you is subject to the SKYFREQUENCY Wi-Fi Privacy Policy.

General Use Restrictions

Subject to your acceptance of and compliance with these Terms, payment to SKYFREQUENCY for the Service and compliance with all SKYFREQUENCY Online Policies identified below, you are hereby granted the right to use the Service through a non-exclusive, non-transferable and non-assignable limited license. The Service is provided for your use only (unless otherwise specifically stated) and you agree not to reproduce, duplicate, copy, sell, transfer, resell or exploit for any commercial purposes your subscription to the Service, any portion of the Service, use of the Service, or access to the Service. You have no right to resell, sublicense, assign or transfer your right to access the Service or use the SKYFREQUENCY Network. All information, documents, products, and software (the "Materials") provided with this Service were provided by or to SKYFREQUENCY Internet Services (SKYFREQUENCY) by their respective manufacturers, authors, developers, licensees and vendors (the "Third Party Providers") and are the copyrighted work of SKYFREQUENCY and/or the Third Party Providers. Except as stated herein, none of the Materials may be copied, reproduced, resold, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior express written permission of SKYFREQUENCY or the Third Party Provider. You also may not, without SKYFREQUENCY' prior express written permission, "mirror" any Material provided with this Service on any other server. Nothing provided with this Service shall be construed as conferring any license under any of SKYFREQUENCY' or any Third Party Provider's intellectual property rights, whether by estoppels, implication, or otherwise. You acknowledge sole responsibility for obtaining any such licenses.

Any unauthorized use of any Materials provided with or through this Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Software Use Restrictions

Any software that is made available to download with the Service (the "Software") is the copyrighted work of SKYFREQUENCY and/or Third Party Providers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software (the "License Agreement"). An end user will be unable to install any Software that is accompanied by or includes a License Agreement, unless the end user first agrees to the terms of the License Agreement. Except as set forth in the applicable License Agreement, any further copying, reproduction or redistribution of the Software is expressly prohibited.

Installation assistance, product support and maintenance, if any, of the Software is available from SKYFREQUENCY and/or the Third Party Providers, as the case may be.

SOFTWARE IS WARRANTED, IF AT ALL, IN ACCORDANCE WITH THE TERMS OF THE LICENSE AGREEMENT. EXCEPT AS SET FORTH IN THE LICENSE AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

Submissions

Unless otherwise explicitly stated, any Materials provided by you in connection with this Service shall be deemed to be provided on a non-proprietary and non-confidential basis. SKYFREQUENCY shall have no obligation of any kind with respect to such Materials and shall be free to use or disseminate such Materials on an unrestricted basis for any purpose. You acknowledge that you are responsible for the Materials that you submit, and you, not SKYFREQUENCY, have full responsibility for the Materials, including their legality, reliability, appropriateness, originality and copyright.

Disclaimer of Warranties

SKYFREQUENCY MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR THOSE ARISING FROM USAGE OF TRADE OR COURSE OF DEALING. FURTHER, SKYFREQUENCY MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE CORRECTLY ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911). FURTHERMORE, SKYFREQUENCY MAKES NO WARRANTY REGARDING: (i) NETWORK SECURITY; (ii) THE ENCRYPTION EMPLOYED BY ANY SERVICE; (iii) THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED; (iv) THAT SKYFREQUENCY'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO YOUR DATA; OR; (v) THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SKYFREQUENCY IS NOT LIABLE FOR ANY DAMAGES RELATING TO: (i) INTEROPERABILITY; (ii) ACCESS TO OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY YOU OR OTHERS; (iii) SERVICE DEFECTS; (iv) SERVICE LEVELS, DELAYS OR INTERRUPTIONS UNLESS SPECIFICALLY PROVIDED OTHERWISE IN THIS AGREEMENT; (v) ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETEING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS); (vi) LOST OR ALTERED TRANSMISSIONS; (vii) UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF YOUR OR OTHERS' APPLICATIONS, CONTENT, DATA, NETWORK OR SYSTEMS.

Limitation of SKYFREQUENCY Liability

SKYFREQUENCY SHALL HAVE NO LIABILITY FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN A SERVICE THAT IS CAUSED BY YOUR NEGLIGENCE. SKYFREQUENCY'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES NOT CAUSED BY OUR NEGLIGENCE, SHALL NOT EXCEED CREDITS IN AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE TO YOU FOR THE AFFECTED SERVICE FOR THE PERIOD DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT OCCURRED AND CONTINUED. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO SKYFREQUENCY.

Consequential Damages

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

Indemnity

You agree to indemnify and hold harmless SKYFREQUENCY and its subsidiaries, affiliates, officers, agents, co-branders, licensors or other partners and employees from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of: (a) content you submit, post, transmit or otherwise make available through the Service; (b) your use of the Service; (c) your violation of these TOS; (d) your violation of the AUP; (e) your violation of any rights of another; and (e) use of your account and any Sub-Account whether or not such usage is expressly authorized by you.

Liability of Customer

YOU HAVE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THE SERVICE AND WILL NOT MAKE A CLAIM AGAINST SKYFREQUENCY FOR LOST DATA, RE-RUN TIME, INACCURATE OUTPUT, WORK DELAYS OR LOST PROFITS RESULTING FROM THE USE OF THE SERVICE.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS SKYFREQUENCY (INCLUDING ITS AFFILIATE COMPANIES, EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS) FROM, AND YOU COVENANT NOT TO SUE SKYFREQUENCY FOR, ANY CLAIMS BASED ON, OR STEMMING FROM, YOUR USE OF THE SERVICE.

Local Laws; Export Control

SKYFREQUENCY and/or the applicable Third Party Provider control and operate this Service from its or their headquarters in various locations in the United States of America and makes no representation that these Services are appropriate or available for use in other locations. If you use this Service from other locations, you are responsible for compliance with applicable local laws including but not limited to the export and import regulations of other countries.

Unless otherwise explicitly stated, all marketing or promotional materials provided with or through this the Materials or the Service are solely directed to individuals, companies or other entities located in the United States, the United Kingdom and Australia. You acknowledge and agree that Materials are subject to the U.S. Export Administration Laws and Regulations. Diversion of such Materials contrary to U.S. law is prohibited. You agree that none of the Materials, nor any direct product there from, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations. Countries subject to U.S. embargo are: Cuba, Iran, Iraq, Libya,

North Korea, Syria, and the Sudan. This list is subject to change without further notice from SKYFREQUENCY, and you must comply with the list as it exists in fact. You certify that you are not on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

U.S. Government Rights

The Materials on this Service are provided with the following restrictions: Use, duplication, or disclosure by the U.S. Government is subject to the restrictions set forth in the FAR 52.227-19 (June 1987), FAR 52.227-14 (ALT II & ALT III) (June 1987), or if DoD, as specified in DFARS 252.7202-1(a) and 252.7202-3(a) and vendor's applicable license terms, and DFARS 252.227-7013 (Nov 1995) and 252.227-7014 (Nov 1995), as applicable. Use of the Materials by the U.S. Government constitutes acknowledgment of SKYFREQUENCY' and/or the Third Party Provider's proprietary rights in them.

General

This Service could include inaccuracies or typographical errors. Any action related to these Terms will be governed by Texas law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. These Terms provide basic guidelines for your use of the Service, and will be enforced in conjunction with other Terms of Service or Membership Agreement, if any, that govern SKYFREQUENCY products or services that you use or that you have purchased. In the event that any provision of these Terms shall be rendered invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of these Terms and these Terms shall continue in full force and effect and be construed as if they did not contain the invalid or unenforceable provision.

Infringement of Intellectual Property Rights

You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through an SKYFREQUENCY site or Service(s).

Business Contact Information

SKYFREQUENCY Wireless Networks
129 Executive Drive, Suite A
Madison, MS 39130
By Email: service@skyfreq.com
By Phone: (601) 707-7228

SKYFREQUENCY Acceptable Use Policy ("AUP")

By using Service(s) provided by SKYFREQUENCY Inc. ("SKYFREQUENCY"), you agree to comply with this AUP. This AUP may be revised from time to time and your use of SKYFREQUENCY's Service(s) after changes to the AUP are posted on SKYFREQUENCY's web site at: <http://SkyFrequency.com> shall constitute your acceptance of any changed or additional terms of the AUP. You are expected to use the Internet with respect, courtesy, and responsibility, giving due regard to the rights of other Internet users. SKYFREQUENCY expects you to have a basic knowledge of how the Internet functions, the types of uses that are generally acceptable, and the types of uses that must be avoided. Common sense is the best guide as to what is considered acceptable use.

Failure to observe the guidelines set forth in this AUP may result in SKYFREQUENCY taking actions anywhere from a warning to a suspension of privileges or termination of your Service(s). When feasible, SKYFREQUENCY will provide you with advance notice of an AUP violation, via Email or otherwise, and demand that such violation be immediately corrected. SKYFREQUENCY reserves the right, however, to act immediately and without notice to suspend or terminate Service(s) in response to a court order or other legal requirement that certain conduct be stopped or when SKYFREQUENCY determines, in its sole discretion, that the conduct may (1) expose SKYFREQUENCY to sanctions, prosecution or civil action, (2) cause harm to or interfere with the integrity or normal operations of SKYFREQUENCY's network(s) or facilities, (3) materially or repeatedly interfere with another person's use of SKYFREQUENCY's Service(s) or the Internet (4) damage or disparage the reputation of SKYFREQUENCY or its Service(s), or (5) otherwise present a risk of harm to SKYFREQUENCY or SKYFREQUENCY's customers or their employees, officers, directors, agents, etc.

SKYFREQUENCY's decisions with respect to interpretation of the AUP and appropriate remedial actions by SKYFREQUENCY are final. SKYFREQUENCY may refer potential violations of laws to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrong, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. SKYFREQUENCY assumes no obligation to inform you that your information has been provided and, in some cases, may be prohibited by law from providing such notice. SKYFREQUENCY shall not be liable for any damages of any nature suffered by you or any other customer, user, or third party resulting in whole or in part from SKYFREQUENCY's exercise of its rights under this AUP.

General Use Policy

In this AUP, "Service(s)" refers to any High Speed Internet access, Managed Internet Service, web hosting, data center hosting, or similar Services that you have purchased from SKYFREQUENCY. Your use of these Service(s) is subject to the terms and conditions of the Agreement you entered into in conjunction with the Service(s) ("Service Agreement"). This AUP is intended to provide you with a set of guidelines you must follow in your use of the Service(s). Rather than have a myriad of different AUP's for each service, this single AUP applies to a variety of SKYFREQUENCY Services. Some provisions of this AUP may not be applicable to all Service(s). This AUP will be interpreted in the context of the intended use of the Service(s) at issue.

You are responsible for avoiding the prohibited activities and following the AUP set forth herein. You are also responsible for the actions of others who may be using the Service(s) under your account. SKYFREQUENCY does not, as an ordinary practice, proactively monitor the activities of those who use its Service(s) to ensure that its users comply with this AUP and/or the law, though it reserves the right to do so. If SKYFREQUENCY is alerted to violations or potential violations of this AUP, however, SKYFREQUENCY will take whatever measures it deems necessary and appropriate to stop or prevent those violations, including the actions described in this AUP.

Abuse of Email/Spamming

The Service(s) you have purchased from SKYFREQUENCY may include the ability to send and receive electronic mail ("Email"). Mass electronic messages and "mail-bombing" (sending mass Email or deliberately sending very large attachments to one recipient) are prohibited. Forging Email headers (transmission information) is prohibited. Using another computer, without authorization, to send multiple Email messages or to retransmit Email messages for the purpose of misleading recipients as to the origin is prohibited. Use of electronic mail to harass or intimidate other users is prohibited.

Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating Email, is a violation of this AUP and SKYFREQUENCY reserves the right to seek damages and other available relief against customers or third parties - as applicable. For purposes of this AUP, such violations are determined by SKYFREQUENCY in its sole discretion.

Some limitations on the volume or size of Email sent or received may not apply to customers with business-class service, or who host their own Email servers. However, spamming and other prohibitions are still applicable.

Export Control Violations

Exporting encryption software over the Internet or otherwise, to points outside the United States, is prohibited.

Facilitating a Violation of this AUP

You are prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP. This includes the facilitation of the means to spam, initiation of ping, flooding, mail bombing, denial of service attacks, and piracy of software.

Illegal Activity/Tortuous Conduct

Activities that involve use of Services or SKYFREQUENCY's network(s) and that violate any local, state or federal law or regulation, also violate this AUP. Prohibited activities include, but are not limited to:

transmitting any defamatory, libelous, fraudulent, deceptive indecent, offensive or obscene materials;

using the Service(s) to deliver spyware, or secretly or deceptively obtain the personal information of third parties (phishing, etc.);

intentionally spreading computer viruses;

gaining unauthorized access to private networks;

engaging in the transmission of pirated software;

conducting or participating in illegal gambling, soliciting for illegal pyramid schemes through electronic mail or USENET postings;

violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the Service(s);

threatening, harassing, abusing, or intimidating others; or creating or attempt to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of SKYFREQUENCY.

Infringement of Intellectual Property Rights

You are prohibited from publishing, submitting, copying, uploading, posting, transmitting, reproducing, theft of, infringement on, or distributing information, software, or other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual

property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consents to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through a SKYFREQUENCY site or Service(s).

SKYFREQUENCY's agent for receipt of notifications pursuant to the Digital Millennium Copyright Act of 1998:

SKYFREQUENCY, INC

129 Executive Drive, Suite A
Madison, MS 39130

By Email: service@skyfreq.com

By Phone: (601) 707-7228

Network Security

It is your responsibility to ensure the security of your network and the machines that connect to the Service(s). You are responsible for ensuring that your customers and users use the Service(s) in an appropriate manner. You are required to take all necessary steps to manage the use of the Service(s) obtained from SKYFREQUENCY in such a way that network abuse is minimized. Violations of system or network security are prohibited, and may result in criminal and/or civil liability.

Examples of system or network security violations include, but are not limited to the following:

Failing to secure your system against abuse. You are responsible for configuring and securing your services to prevent damage to the SKYFREQUENCY network and/or the disruption of Service(s) to other customers. You will be held liable if unknown third parties utilize your services at any time for the purpose of illegally distributing licensed software. It is your responsibility to ensure that your network and/or computer are configured in a secure manner, and to take corrective actions on vulnerable or exploited systems to prevent continued abuse. You may not, through action or inaction, allow others to use your network for illegal or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines or the agreement for the Service(s) you have purchased;

With respect to Dial-up accounts, using any software or device designed to defeat system time-out limits or to allow your account to stay logged on while you are not actively using the SKYFREQUENCY Service(s) or using your account for the purpose of operating a server of any type;

Knowingly uploading or distributing files that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;

Hacking – breaking the security on any computer network or accessing an account that does not belong to you. This includes, but is not limited to, unauthorized access to, or use of, data, systems or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network;

Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network. This would include use of sniffers or SNMP tools.

Other Activities

You are prohibited from engaging in any other activity, illegal or not, that SKYFREQUENCY determines in its sole discretion, to be harmful to its subscribers, operations, network(s), reputation, goodwill, or customer relations.

Provider Responsibilities

SKYFREQUENCY is aware that many of its customers are, themselves, providers of Internet services, and that information reaching SKYFREQUENCY's network(s) or facilities from those customers may have originated from a subscriber of SKYFREQUENCY's customer or from another third-party. SKYFREQUENCY does not require its customers who offer Internet services to monitor or censor transmissions or web sites created by the customer's subscribers. SKYFREQUENCY does, however, reserve the right to directly take action against such customers' subscribers. In addition, SKYFREQUENCY may take action against SKYFREQUENCY's customer because of the underlying subscriber's activities, even though the action may affect other subscribers of the SKYFREQUENCY customer. Similarly, SKYFREQUENCY expects that customers who offer Internet services will cooperate with SKYFREQUENCY in any reasonable corrective or preventive action that SKYFREQUENCY deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of this AUP. SKYFREQUENCY expects that its customers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A customer's failure to comply with those laws will violate this AUP.

Prohibited Countries

By using the Service(s), you represent and warrant that you are not a resident of any country or affiliated with any of organization prohibited to do business within the United States as defined and set forth at:

<http://www.treas.gov/ofac> and
<http://www.bis.doc.gov/dpl/thedeniallist.asp>.

Responsibility for Content

SKYFREQUENCY takes no responsibility for any material created or accessible on or through the SKYFREQUENCY network(s) and Service(s). SKYFREQUENCY shall not be obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that SKYFREQUENCY becomes aware that any such material may violate this AUP and/or expose SKYFREQUENCY to civil or criminal liability, SKYFREQUENCY reserves the right to block access to such material and suspend or terminate any user creating, storing or disseminating such material. SKYFREQUENCY further reserves the right to conduct investigations into fraud, violations of the Terms of Service, this AUP or other laws or regulations, and to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the user that SKYFREQUENCY deems responsible for the wrongdoing.

Secure Password

Your password provides access to your individual account. It is your responsibility to keep your password secure. You are responsible for any and all access to or use of the Service(s) through your account. Attempting to obtain another user's account password is prohibited.

Third Party Rules; Usenet

You may have access through the SKYFREQUENCY network(s) and Service(s) to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Failure to adhere to any

such rules, guidelines, or agreements shall be a violation of this AUP. SKYFREQUENCY reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Web Hosting and Data Center Hosting Surveillance

SKYFREQUENCY performs routine surveillance of its network(s) in connection with its web hosting, data center hosting, and related services. Although SKYFREQUENCY will not, as an ordinary practice, proactively monitor your activities for violations of this AUP, there may be instances in which SKYFREQUENCY, through its routine surveillance finds violations of this AUP, and reserves the right to take whatever action it deems appropriate in its sole discretion.

Contact information

Unless otherwise agreed in writing signed by SKYFREQUENCY and its customer, any notification that SKYFREQUENCY sends to you pursuant to this AUP may be in writing to your address of record, or via Email to the Email address on file with SKYFREQUENCY. You must respond in a timely manner to complaints concerning misuse of the Service(s) obtained from SKYFREQUENCY. Failure to responsibly manage the use of the Service(s) obtained from SKYFREQUENCY may be cause for termination of Service(s) to you and, depending upon the terms under which you acquired your Service(s), could lead to the imposition of early termination fees.

Abuse

Any party seeking to report a violation of this AUP may contact us via Email at: service@skyfreq.com

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