

## Mile High Networks Acceptable Use Policy for Internet Services

This agreement serves as the Acceptable Use Policy (“AUP”) for Mile High Networks, an Arizona Limited Liability Company. Mile High Networks (“MHN”) may modify the policies of this agreement at any time to sustain compliance with local, state and federal governments. MHN provides its subscribers a wireless Internet connection, which we refer to as the “Internet Service”. The subscribers and users of the Internet Service acknowledges that Internet sites, and use of the Internet Service, might consist of, include and/or provide access to images, sounds, messages, videos, text, services or other content and material that may be unsuitable for minors, and that may be objectionable to many adults. The subscriber acknowledges that MHN is not responsible for any such content or material. It is agreed that use of the Internet Service is at your own risk.

This Acceptable Use Policy is intended to provide protection for our subscribers and the Internet community, while also allowing MHN to fairly share its network to all subscribers.

As MHN Internet Services are reliant on commercial power, MHN Internet Service is not intended to be, and should not be used as your primary or “life-line” and/or emergency telecommunications service.

**End Users.** If subscriber allows others (end users) to use the Internet Service, subscriber is responsible for ensuring that end users comply with this AUP. Subscriber may not use the Internet Service in a manner that places disproportionate burden on the wireless network or impairs the Internet Service to other Subscribers. MHN may disconnect Internet Service, cancel any Service Agreement, and close the Account if an end user violates this AUP, without prior notice.

**Illegal Activity.** Use of the Internet Service for any activity that violates, or constitutes an attempt to violate, any local, state, federal or international law, order, ordinance, rule or regulation, is a violation of this AUP. You may not use the Internet Service to harm, attempt to harm, harass, threaten or intimidate a minor, adult or anything, including, but not limited to, by posting, possessing, disseminating, or transmitting material that is unlawful, including child pornography, animal cruelty, material that infringes on the copyright and/or the rights of anyone or anything. MHN may immediately disconnect Internet Service, cancel the Internet Service Agreement, and close the Account if the subscriber violates this AUP, without prior notice.

**Inappropriate Content.** The subscriber is solely responsible for any and all information that is accessed through the use of the Internet Service. If minors will have access to the Internet Service we recommend an Internet Content Filter and/or Parental Controls; and as a recommendation, MHN is not responsible if the subscriber chooses not to filter Internet Service content for a minor/child. MHN is not responsible for content downloaded from or uploaded to the Internet. Our AUP and Terms of Service Agreements are intended to provide protection for our subscribers and the Internet community, however we have no control over what you click on and/or save on your computer, with or without your knowledge (i.e. viruses, worms, spyware, cookies, tracking software, etc) while “surfing” the Internet.

**Security.** subscriber is solely responsible for the protection of their computer and equipment and any misuse of those and the Internet Service, even if a guest or other individual(s), who have access to the subscriber’s system or network, committed the inappropriate activity. Therefore, the subscriber must take steps to ensure that others do not gain unauthorized Internet access. The Internet Service may not be used to breach the security of another Internet user or to attempt to gain access to any other person’s or entity’s computer, server, software or data, without the knowledge and consent of such person or entity, including attempts to circumvent the user authentication, or probing the security of other networks. subscriber may utilize scanners, sniffers and any other such security analysis tools to maintain subscriber’s own network as long as subscriber only uses such tools with respect to subscriber’s own network. MHN does not under any circumstance allow subscriber or unauthorized individuals to scan, probe, or use security analysis tools against the MHN wireless network and other subscribers; use of or distribution of tools designed for compromising security of non-subscriber networks, such as password guessing programs, cracking tools, packet sniffers, port scans, or network probing tools, is prohibited. subscriber may not willfully or knowingly disrupt the Internet Service or 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 the Internet

Service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software, which contains a virus or other harmful feature, is also prohibited. The subscriber is solely responsible for the security of any device subscriber chooses to connect to the Internet Service, including any data stored on that device. MHN shall not be liable for the loss of data. The transmission of data over an Internet connection is subject to errors, delays, and interruptions. MHN is not responsible or liable for any errors, delays, or interruptions.

If MHN detects that subscriber's equipment or subscribers Internet/data transmissions contain Viruses, Trojans, Worms or similar damaging content/data that adversely affects the MHN wireless network, the Internet Service provided to other subscribers, or otherwise compromises the integrity or the operation of the MHN wireless network, MHN MAY IMMEDIATELY SUSPEND INTERNET SERVICE AND RESERVES THE RIGHT TO ACT IMMEDIATELY AND WITHOUT PRIOR NOTICE OF SUSPENSION. In the event of a conflict between the Terms of Service Agreement and this AUP, the terms of this AUP will govern. MHN does not endorse or in any way vouch for the accuracy, completeness, truthfulness or reliability of any service, opinion, advice, communication, information or other content on or made available through the Internet, accessed via the MHN wireless network.

**Subscriber WiFi.** subscriber's WiFi Network must be secured with at least a WPA standard encryption to prevent unauthorized use.

**Use of Internet Service.** The subscriber is solely responsible for the content of communications on the Internet. The Internet Service provided by MHN is "as is" and at your own risk. MHN is not responsible for the accuracy of information obtained through the Internet Service. The subscriber understands that current regulatory and technical issues prohibit expectation of privacy when using Internet Services.

MHN is not responsible or liable for the actions of its subscribers which may directly or indirectly result in the termination of any and all Internet Services provided by MHN.

Subscriber agrees to indemnify, defend and hold harmless MHN and its' contractors against any and all claims and expenses (including attorney fees) resulting from the subscriber or end user(s) engaging in any of the prohibited activities listed in this AUP, Terms of Service, or resulting from the violation of the AUP, Terms of Service, and/or of any other policy related to the Internet Service, which includes any judicial or legislative Arizona or federal law, or that of any Sovereign Nation. Your indemnification will survive any termination of Internet Services.

**Spamming/ Unsolicited Bulk E-Mail.** Sending unsolicited mail messages, including, without limitation, commercial advertising and informational e-mail is spamming and is prohibited. subscriber may not post to any Usenet or other newsgroup, forum, or list articles which are illegal or inappropriate in the local forum; send unsolicited mass e-mailings, send or forward chain letters; use of the Internet Service as a maildrop for responses; and/or falsify user information, including forging, altering or removing electronic mail headers.

**Harvesting/Spidering/Spyware.** The collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participating in the use of software (including "spyware") designed to facilitate this activity or use of a list obtained from such means is not allowed.

**Instant Messages.** Users are responsible for the contents of their instant messages and the consequences of any instant messages. MHN assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store instant messages.

**Consequences of Violation of Acceptable Use Policy.** When MHN becomes aware of an alleged violation of its AUP, MHN may initiate an investigation. For violations of this AUP, we may, suspend or terminate subscriber's Internet Service, close subscriber's account, and/or pursue other civil remedies. Although MHN has no obligation to monitor the subscriber's Internet Service provided, MHN reserves the right to monitor subscriber's bandwidth usage under the request of law enforcement agencies; and/or to protect MHN's wireless network and MHN subscriber's

safety at the request of a law enforcement agency. If MHN believes this AUP has been violated, MHN may take any responsive actions, as they deem appropriate, without prior notice. The failure of MHN to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

**Transmission Speed.** MHN does not warranty that the Internet Service or equipment provided by MHN will perform at a particular speed of bandwidth or data throughput rate or will be uninterrupted. MHN will not be liable for the loss of data.

**Re-Selling or Redistribution of Services.** Subscriber will not resell or redistribute the Internet Service or otherwise make available to anyone outside the primary service address the ability to use the Internet Service (i.e. WiFi or other methods of networking). Subscriber agrees not to use the Internet Service for operation as an Internet Service Provider or similar service.

**Prohibited Services.** Any e-mail, web hosting, file sharing, proxy services and servers that perpetuate, or in any way participate, in any pyramid or other illegal soliciting scheme that are prohibited by local, state or federal laws.

**Privacy.** MHN will not release any personally information regarding our subscribers, except upon presentation of (1) a subpoena issued by a government entity in a civil or criminal investigation or litigation; (2) a civil investigative demand issued by a government entity, or (3) a court order. MHN is a private wireless network and the location of our sites and specifics of our operations are proprietary. The sharing of this information with others is a violation of your agreement with MHN, and violates our agreements between tower site owners.

**Warranties and Limitation of Liability.** subscriber acknowledges and agrees that the Internet Service supplied is provided on an "as is" or "as available" basis. The use of MHN technical support is at your own risk and is not warranted. MHN does not warrant or guarantee that Internet Service can be provided to your location indefinitely or without interruption. MHN makes no warranty regarding any transactions executed, using the Internet Service or the Internet. All limitations and disclaimers stated in this AUP also apply to MHN contractors.

**Service Disruption.** MHN does not guarantee uninterrupted Internet Service. We will not and cannot be responsible for any disruption of Internet connectivity due to power outages, network faults, MHN equipment malfunction or any natural disaster(s) (including acts of Nature). MHN does not guarantee any loss of Internet Service time, transmission errors, connectivity or quality of Internet Service unless otherwise stated in an Internet Service Agreement.

This AUP is not intended to infringe on anyone's civil rights or freedom of speech but promote safe Internet protocols and maintain the Federal Communication Commission standards. MHN is a privately owned wireless network. We have the right to refuse service to anyone. NOT reading this document and/or amendments does not limit your liability regarding your actions or the actions of end users, in regards to the use of the Internet Service and/or compliance with the AUP, Terms and Conditions, or Internet Service Agreement.

**By using any service provided by Mile High Networks you are agreeing to adhere by the terms set forth in this agreement. Any subscriber who does not agree to adhere to the terms set forth in this agreement shall immediately cease use of any service provided by Mile High Networks and notify Mile High Networks for termination of service.**