



Screamin' Fast Broadband, Live Streaming TV and Digital Phone

February, 2017

Version: 1.04

Terms of Usage and Client Privacy

Dear AireBeam Customer:

To activate your order and become an active customer, please review these Terms and Conditions and signify your agreement with these terms by e-signing the document.

The following Acceptable Use Policy ("Use Policy") applies to all AireBeam Broadband Internet services (the "Services") and all users thereof, including, without limitation, clients who maintain service accounts with AireBeam Broadband, as well as those who simply access our web site or the web sites of our hosted clients ("Users").

By using the Services, Users agree to abide by, and require others using the Services via the User account to abide by the terms of this Use Policy. Users should consult this Use Policy regularly to ensure that User activities conform to the most recent version. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND IF YOU ARE AN AIREBEAM BROADBAND ACCOUNT HOLDER, NOTIFY AIREBEAM BROADBAND CUSTOMER SERVICE SO THAT YOUR ACCOUNT MAY BE CLOSED.

AireBeam Broadband supports the free flow of information and ideas over the Internet, and therefore does not actively monitor use of the Services, absent emergency circumstances. AireBeam Broadband does not exercise editorial control over the content of any email, web site, information or news group, or other material accessible through the Internet. However, by virtue of this Use Policy, AireBeam Broadband reserves the right and authority to remove any materials that we believe may be illegal, may subject us to liability, or may violate this Use Policy.

Equipment Ownership. The equipment that AireBeam installs on or in your home, namely the Antenna, Antenna mount, cabling, power supply and, if applicable, rented devices such as wireless routers, Roku set top boxes, etc., remain the property of AireBeam.

Equipment Not Returned: If you cancel your account or stop paying monthly payments due on your account for monthly Internet services or equipment rental, you agree to enable and allow AireBeam to recover its equipment. AireBeam will set a date for our technician to come to your home to remove our equipment from your roof and pick up:

- 1) Our Power Supply and Ethernet cable
- 2) Any rental equipment such as wireless routers, Roku's or Ethernet switches.

If the appointment is set for a time at which you or your designee will not be home, you agree to place our equipment in a waterproof, sealed plastic bag at a location on your property agreed upon with our Customer Service representative. If you fail to return the equipment, you agree that AireBeam may charge you:

- 1) \$89 for Roof mounted equipment
- 2) \$35 for Wireless router
- 3) \$99 for Roku

Powering Community Broadband

FibAire Communications, LLC d/b/a Airebeam
PO Box 1848
Arizona City, AZ 85123

Tel: 520-233-7400
Fax: 520-844-8040
Email: info@bluerivernet.com

- 4) \$29 for Ethernet switch
- 5) \$25 for Power Supply

Right of Entry. By placing your order for service, you grant AireBeam the right to enter your property exterior and to climb onto your residence or business building exterior to install, maintain, repair or remove AireBeam's property during daylight hours, 7 days per week, 365 days per year. AireBeam will call or text the number on file in your account prior to entering your property to provide notice of our intent to enter.

Payment Methods: AireBeam bills customers for the upcoming month's services prior to the beginning of the service period. Payment is due prior to the beginning of the service period. AireBeam prefers that customers pay using an electronic payment method including:

- 1) Credit Cards: Visa, MasterCard, Discover and American Express
- 2) Debit Cards: Visa, MasterCard
- 3) Electronic Check (Virtual Check)

Customers paying in cash may be required to pay a one month deposit equal to their total monthly fee.

Payment of Account Balances. AireBeam bills for its goods and services on the evening before the commencement of the service period. Customers provide a debit or credit card to AireBeam when they order service and authorize AireBeam to retain that payment information and to bill their payment method for the service each month automatically without signature.

AireBeam does not offer partial months of service for fixed wireless broadband accounts. If service is terminated by the customer prior to the end of the service period, AireBeam does not refund money for unused service period time.

Network Management Practices

Congestion Management. AireBeam uses network management tools which permit us to monitor the "health" of our network and its ability to move traffic. Because of the extreme amount of preventive and anticipatory practices that we employ as a company, we generally avoid network congestion because we put sufficient resources into play on our network to handle current and future anticipated customer traffic requirements. Should congestion develop, our tools will reveal it and we will take the appropriate immediate actions to eliminate or at least reduce the congestion. Under normal circumstances, these actions would not include retarding or interrupting customer traffic, but we reserve the right to do so should in our opinion such an action be required to preserve the service levels to the greater customer base.

Abusive Traffic. As mentioned above, AireBeam uses network management tools which permit us to monitor the "health" of our network and its ability to move traffic. When these tools reveal that one or more of our network devices is performing below specification, we investigate the reason for the deterioration of the device's performance.

If we determine that one or more devices at a particular IP address on our network is/are the source of a data stream(s) which are disrupting the normal flow of traffic on the network, we may retard or completely interrupt that flow of data from the device(s) behind the source IP. Upon commanding such interruption, we will attempt to contact the account holder of the IP address and inquire about the applications and devices that they may be operating which could be the source of the disruptive data stream. We will advise the account holder that we have interrupted their service and request that they terminate the use of the application or device which we suspect is the cause of the disruption to our network. Once the user signals that they have complied with our request, we will reopen their connection and monitor the data flow from their IP to assure that they have indeed removed or terminated the correct application. If we find that they

have resolved the source of the disruptive data stream, we will advise them that we will restore their account to normal operating status. If we cannot reach the customer by telephone, we will email the customer to advise the customer of our actions. If the customer cannot or will not comply with our request we will offer to send a technician to assist. If the customer refuses the assistance, we will terminate the customer's account effective the date of the incident.

Application Specific Behavior. Peer to Peer. P2P or FILE SHARING traffic using such protocols as BitTorrent, Limewire, Kazaa, Aries, ZeroPaid, WinMX and others can be extremely disruptive to the community performance on a network because it floods network devices with huge amounts of tiny IP packets which causes the devices CPU to become overburdened to the point that overall community performance is negatively affected. Additionally, the information being downloaded by these applications/protocols is often copyrighted material the download/upload of which may be illegal depending upon the content being shared. For this reason, AireBeam Broadband users may not engage in file sharing over AireBeam Broadband. If one of our network devices exhibits performance problems caused by excessive packet arrival rates due to P2P or File Sharing, our network management tools may either degrade the service or completely block the offending IP address MultiStream Downloaders. Multistream traffic such as BitTorrent, Limewire, Kazaa, Aries, ZeroPaid, WinMX and others can be extremely disruptive to the community performance on a network because it floods network devices with huge amounts of tiny IP packets which causes the devices CPU to become overburdened to the point that overall community performance is negatively affected and the action may be illegal depending upon the content being shared. AireBeam Broadband shall LIMIT the number of concurrent download streams to one (1). Violation of this policy may result in the interruption of service to the offending IP Address's account.

AireBeam Broadband cooperates with legal authorities (when served with the appropriate documents requiring our cooperation) in the investigation of any suspected or alleged crime or civil wrong.

VIOLATIONS OF THE USE POLICY

Illegal Usage. Users are prohibited from using the Services 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 there under. AireBeam complies with Law Enforcement requests via subpoena to furnish information about suspected criminal use of our network.

Pornography. AireBeam Broadband reserves the right to edit any web site hosted on its servers. A User's default home page, such as default.htm, default.html, index.htm, index.html, home.htm, home.html, cannot contain any pornographic materials or links to such materials. Any page which contains such materials must conform to all applicable federal, state and local law. AireBeam complies with Law Enforcement requests via subpoena to furnish information about suspected criminal use of our network.

Online System Backup. Online System Backup Services, such as Swapdrive, Carbonite and others, upload the contents of your computer's hard disk drive(s) in a continuous stream that puts excessive pressure on the upload capability of an ISPs network. Therefore, AireBeam Broadband, requires the users of such services to schedule the service to run between the hours of 12:00 midnight and 6am in the morning. Failure to observe this schedule may result in the suspension of your service until you confirm that you have re-scheduled the backup process.

Harm to Minors. Users are prohibited from using the Services to harm, or attempt to harm, minors in any way. AireBeam complies with Law Enforcement requests via subpoena to furnish information about suspected criminal use of our network.

Threats. Users are prohibited from using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property. AireBeam complies

with Law Enforcement requests via subpoena to furnish information about suspected criminal use of our network.

Harassment. Users are prohibited from using the Services to transmit any material that harasses another person or party.

Fraudulent Activities. Users are prohibited from using the Services 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.” AireBeam complies with Law Enforcement requests via subpoena to furnish information about suspected criminal use of our network.

Forgery or Impersonation. Users are prohibited from impersonating other parties online via email, IRC (Internet Relay Chat) or any other forum. Impersonation includes, without limitation, using someone else’s Internet address, username, or legal name. Remaining anonymous and the use of anonymous re-mailers are acceptable. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. Using deliberately misleading headers in news postings in order to avoid spam email address collectors is allowed. AireBeam complies with Law Enforcement requests via subpoena to furnish information about suspected criminal use of our network.

Viruses, Trojan Horses, Worms and other forms of Malware. Software or other content downloaded from the Services may contain viruses and it is the User’s sole responsibility to take appropriate precautions to protect the User’s computer from damage to its software, files and data. Users are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, 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.

Spamming, Unsolicited Commercial or Bulk Email. Spamming is strictly prohibited. For the purposes of this User Agreement, “spamming” is defined as using the Services to transmit or facilitate the transmission of mass unsolicited commercial or bulk email, posting 20 or more copies of a single article to a USENet newsgroup, or cross posting to more than 20 newsgroups, or repetitive posting of off-topic articles to any newsgroup.

Unauthorized Access. Users are prohibited from using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of AireBeam Broadband Communications 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.

Copyright or Trademark Infringement. Users are prohibited from using the Services 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.

Collection of Personal Data. Users are prohibited from using the Services to collect, or attempt to collect, personal information about third parties without their knowledge and consent. AireBeam complies with Law Enforcement requests via subpoena to furnish information about suspected criminal use of our network.

Reselling AireBeam Broadband Services. Reselling the Services without the express written authorization of AireBeam Broadband is prohibited.

Sharing Service with Others. Users are prohibited from sharing their subscriber rights of access with others not resident in location of the installation. In particular, permitting others on a property other than that where the Service is installed is expressly prohibited.

Network Disruption. Users are prohibited from using the Services for any activity which adversely affects the ability of other people or systems to use AireBeam Broadband services or the Internet. This includes “denial of service” attacks against AireBeam Broadband, another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited, including using peer to peer services in excess of 32kbps. It is the User’s responsibility to ensure that their network is configured in a secure manner. A User may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A User may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

Commercial Use. Commercial activities on AireBeam Broadband systems are prohibited on non-business accounts by individuals who are not a member of the Subscriber’s immediate family. The home and personal Services are intended for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World-Wide web and telecommuting by the Subscriber and the Subscriber’s immediate family only. Users may stay connected so long as they are actively using the connection for the specified purposes. If the User persistently violates these provisions, AireBeam Broadband may require account termination or payment for the abused use of services. AireBeam Broadband offers special business oriented accounts; to inquire, contact AireBeam Broadband Customer Service for details.

Exceeding Reasonable Traffic Expectations: AireBeam Broadband services are provided without “Data Caps”, with the assumption that each user’s consumption habits falls within norms developed by AireBeam and used in the design of AireBeam’s networks. AireBeam reserves the right to classify a particular user’s usage habits as outside these established norms and to advise the user that continued usage at levels in excess of these norms will result in one or more of the following actions:

- Billing for excessive usage
- Termination of account

Servers: Users 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 Services, unless expressly authorized by AireBeam Broadband. AireBeam provides Server Hosting services in Casa Grande and Phoenix, Arizona and in Denver, Colorado. Any user wishing to operate a Server may do so freely at one of AireBeam’s Hosting facilities. Contact Customer Service for details.

Misuse of Service: Users are responsible for any misuse of the Services that occurs through the User’s account. Users must therefore take steps to ensure that others do not use AireBeam Broadband’s Services in an unauthorized manner or misuse the Services.

Revisions: AireBeam Broadband reserves the right to amend or modify this Use Policy at any time and in any manner, at its sole discretion, and the most current version will be posted and made available to User at User’s request.

Reporting Violations: Direct any questions regarding this Use Policy, complaints of violations, or cancellation notices to AireBeam Broadband at: support@AireBeam.com or 520-233-7400. If available, please provide any evidence you may have of the alleged violation, along with any technical data including IP addresses, domain names, and/or log data and the date and time of the alleged violation.

Remedial Actions: AireBeam Broadband reserves the right, to be exercised in its sole discretion, to take any one or more of the following actions in response to complaints:

1. Issue written or verbal warnings
2. Fully or partially suspend or terminate certain services or account privileges
3. Fully or partially suspend or terminate accounts
4. Bill the suspended or terminated party for administrative costs and/or reactivation charges
5. Bring a cause of action requesting equitable or legal relief against violators.

Should AireBeam Broadband deem it necessary to discontinue a user's service, the User will be responsible for all charges on their account as of the date of termination including a prorated amount for the current month.

Privacy Statement. Protecting the privacy of our customers is a matter of great importance to AireBeam (together with all successors and assigns, hereinafter "AireBeam", "we", "us", "our"). We want our customers to understand what Personal Information (defined below) we collect on the Sites and how we use that Personal Information.

"Personal Information" is information about the AireBeam Client. The Client is referred to herein as "you" or "your".

Your application for AireBeam Services, and/or your continued use of the AireBeam Services constitutes your consent to AireBeam's collection, use and retention of Personal Information, as set out in this Privacy Statement. Please be advised that if you withdraw your consent to our collection, use and disclosure of Personal Information in accordance with this Privacy Statement, we may not be able to provide you with the AireBeam Services.

Why We Collect Your Information. We gather your Personal Information so we can: (i) evaluate the client's application for the AireBeam Services; (ii) process the Client's transactions; (iii) manage all billing processes; (iv) enable fraud protection and risk management processes; (v) provide client account servicing; (vi) offer you other products and services; and (vi) support AireBeam's legal compliance obligations.

Confidentiality and Security. Within AireBeam and our affiliates, we restrict access to your Personal Information to those who need to know that information to provide products and services to you. We have established physical, technical and administrative security processes that are commensurate with the sensitivity of the information collected to safeguard Personal Information and we employ an independent auditing firm to test the effectiveness of the systems and practices that we have in place. Recognizing that technology is continually developing, AireBeam implements new procedures and technology improvements on an ongoing basis to further safeguard your Personal Information.

What Information We Collect. During our relationship with the client, we may collect the following types of Personal Information about you in the following ways:

- Personal Information, such as your home address, home and mobile phone numbers, driver's license information and other identifying information that AireBeam receives from time to time from the Client on the application form, on other forms or otherwise;
- Personal Information that may be delivered in connection with the customer's transactions with AireBeam;
- Credit and financially-related Personal Information that AireBeam receives from consumer reporting agencies, such as credit bureau reports and other information relating to credit-worthiness; and

- Credit and financially-related Personal Information that AireBeam receives from other sources, such as the Client's financial institution.
- Financial information concerning you or your business that you may provide (including over one or more Sites) to receive certain AireBeam Services.

Certain web pages of the Sites (including pages onto which you may be asked to provide personally identifying and financial information) may be hosted on our behalf by third parties under contract with us who are providing services on our behalf. Any data collected by those third parties on our behalf via these pages may only be used by the third parties to provide services on our behalf and not for any other purposes.

What Information We Disclose. AireBeam may disclose your Personal Information to third parties in the normal course of business, including but not limited to: (i) payment networks, and the members of such networks; (ii) electronic funds transfer networks; (iii) clearing and settlement banks; (iii) courts, independent auditors, law enforcement agencies and other governmental authorities, bodies or agencies in response to subpoenas, to prevent fraud, during an audit or examination or as required by law.

To provide our Clients with transaction processing services and related products, including but not limited to credit card, charge card, debit card, loyalty card, gift card and stored value card transaction processing services, as well as other value-added products and services that we may offer or that a Client may request from us and we agree to provide to Clients from time to time (collectively, the "AireBeam Services") as effectively and conveniently as possible.

Additional Rights and Modifications. This Privacy Statement does not apply to information we collect other than through the Sites. We may amend this Privacy Statement at any time, and will post the amended Privacy Statement on the Sites.

S/S Acknowledged as read by customer at time of order.