

Acceptable use and customer service agreement

- AaroBand's Acceptable Use Policy (AUP) is enforced to protect our ability to run a fast, reliably available network and what will happen to clients who abuse or violate it, or other policies put in place by AaroBand.
- These Acceptable Use Policies are intended to provide protection for our customers and the Internet community, while also allowing AaroBand to fairly share its network to all customers.
- AaroBand's ability to provide Internet Connectivity depends on several unknown factors, including, but not limited to, direct Line of Sight (LOS), trees, buildings, curvature of the earth, customer location and weather. Aaroband shall not be required to provide Internet Connectivity to a location if Aaroband determines, that the Internet Connection cannot be provided to such location in an economically viable manner or without sufficient quality. Client agrees to indemnify and hold Aaroband harmless (including attorney's fees/costs) from any claims, damages, or losses, including without limitation, arising from AaroBand's failure to provide service.
- As AaroBand is reliant upon commercial power, the service is not intended to be, and should not be used as your primary or "lifeline" and/or emergency telecommunications service.
- AaroBand does not guarantee that any communication or use of AaroBand network connection services are completely secure. Security is important to AaroBand, keeping systems up to date with best practices wherever applicable but we cannot guarantee complete security.
- YOU agree to indemnify and hold harmless AaroBand, 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 AaroBand may assert under this AUP, the applicable Terms or by law.
- Personal Files: AaroBand is not responsible for backups of client's files, programs, data, and other information. AaroBand will delete client's remaining files or other data and other information after client is no longer a customer of AaroBand.
- Network Address Ownership: Any IP addresses assigned to AaroBand clients are considered loaned to AaroBand clients, and not given. They will revert to AaroBand, after the services cease.

- Configuration: AaroBand, or its authorized agents will perform basic initial installation of all hardware and software configurations for connectivity to the Internet. Any additional configurations, modifications etc. will be billed at the rates in effect at the time of additional work is performed.
- Equipment: AaroBand or its authorized agents will perform initial hardware installation of the Loaned Equipment. Additional configurations will be billed at the rates in effect at the time of additional work is performed.
- Compliance with All Laws: AaroBand customers understand and agree not to violate any laws while using the services of AaroBand. AaroBand customers agree to hold AaroBand harmless, including attorney's fees, from any claim, loss, or damages against AaroBand.
- Unacceptable Conduct: This is a partial list of the items that constitute unacceptable conduct: excessive posting or otherwise abusing of AaroBand's network like but not limited to sending unsolicited emails (spam), using AaroBand to do anything with spam, harassing other individuals, mail bombing, impersonating or falsifying any information, violating anyone's privacy, use of IRC bots, network-unfriendly activity or hacking that causes interference with normal network operations, attempts to gain unauthorized access to AaroBand or other ISP Servers, participating in chain letters and any other attempt to AaroBand as a staging ground to hurt others in any way. AaroBand has a Zero Tolerance for SPAM. Any customer conducting such activities will immediately have their service agreement terminated. Hacking - Any unauthorized attempts to gain access to anyone else's computers will immediately have their AaroBand service agreement terminated.
- Right to Disconnect Accounts: AaroBand has the right to shut down connections that are not authorized by AaroBand, violations of the AUP or when clients are in any way attempting to use a service not authorized or not paid for by the client.
- Excess Utilization of System or Network Resources: All client accounts are monitored. AaroBand, and at its sole discretion, AaroBand may discontinue service for customers consistently exceeding normal transfer rates. It is the responsibility of each client not to overuse this resource.
- Compliance with Rules of Other Networks: AaroBand clients agree to not perform any act that causes other ISPs to advise AaroBand that the client has conducted unacceptable conduct towards a customer of the other ISP.
- Monitoring and Privacy: AaroBand complies with all applicable laws, rules, and regulations pertaining to Monitoring and Privacy and expects all AaroBand clients to do the same.
- Cooperation with Authorities: AaroBand is serious about getting the law involved for any illegal egress download/upload or transaction that AaroBand clients may attempt while using AaroBand services.

- **Right to Modify or Change Service:** AaroBand may from time to time add to, delete from, modify, amend, update, or otherwise change this AUP and charges for services as AaroBand needs arise. Continued use of AaroBand services after any changes to the AUP or changes in AaroBand charges signifies that you agree with such changes or charges.
- **Personal Behavior:** Threatening or abusive behavior will not be tolerated. This is not limited to but includes foul language, threats to our staff and excessive calling. AaroBand reserves the right to discontinue service to any account that at AaroBand's sole determination considers abusive.
- **Security:** Customer 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 customer's system or network, committed the inappropriate activity. Therefore, the customer must take steps to ensure that others do not gain unauthorized Internet access. If you would like some ideas on what is needed for what you are running on your home network, please contact AaroBand.
- **Network maintenance:** Updates or adjustments to AaroBand network will usually be done between 2:00-4:00 a.m. If your internet stops between 2-4 am do not unplug power until after 4 am. If power is stopped while updating, there is the possibility of (BRICKING) permanently breaking the device that connects to our network. Every so often we need to do network maintenance. If your internet stops around 2-4 am, it may be a network update. Be patient and see if the network comes back online after 4 a.m. Most updates should take less than 15-30 minutes. We can update settings anytime if needed but generally we will contact you in advance of any daytime outages.
- **Service disruption:** AaroBand does not guarantee uninterrupted service. We will not and cannot be responsible for any disruption of Internet connectivity due to power outages, network faults or acts of God, AaroBand's equipment malfunction or any natural disaster (including weather). All Internet service is provided on an "as is" and "as available" basis. AaroBand does not guarantee any loss of service time, transmission errors, connectivity, or quality of service.
- **Installation:** The customer authorizes AaroBand or its contractor(s) to install the necessary wiring and Subscriber Unit (SU/CPE) required for wireless Internet service on the premises specified by the customer at the time of installation. The standard installation includes the mounting of an antenna and/or SU/CPE, a wireless transceiver on the outside of the house and/or building, the routing of cable(s) by the most direct path to one computer and/or router on the customer's premises. Fishing of walls and/or attic crawling is not included with standard installation. The connecting of multiple computers at the customer's premises may require additional costs in equipment and wiring. Any requests for custom installation work will require additional charges. AaroBand will not be liable for any alterations to customer's premises that result from the installation or removal of the SU and/or wiring including any holes in walls, cable wiring or antenna mounting brackets, although great care will be used to make the installations reasonably appealing.

- **Obstructions:** Wireless Internet communications is dependent on a clear Line of Sight to the Access Point (AP), which is the point where the wireless connects to our broadband ISP partner. AaroBand will make every reasonable effort to provide our customer with the best service possible. Unfortunately, some locations could experience changes in service due to seasonal changes, i.e. spring and summer foliage, which in turn affects the line of sight to the AP. AaroBand will make every reasonable effort to relocate or realign the SU. However, AaroBand cannot prevent Line of Sight problems, and therefore cannot guarantee service or be liable for any loss of service.
- **Termination:** Subscriber may terminate the Service at any time upon notice to AaroBand. Termination is effective on the date you contact us to cancel the service, or a future date as agreed upon by subscriber and AaroBand. There are no refunds of service if a subscriber cancels before the end of a billing cycle. There will not be any prorated refund or credit for any partial months after services are terminated. There will be a \$150 charge for any non-returned equipment after termination of service. You have 30 days to return equipment after termination or cancellation of service.
- **Payment's:** Payments are due after 30 days. To receive the \$10 Autopay credit, you must have signed up for Autopay within the client zone <https://aaroband.uisp.com/crm/login>. There is a \$10 charge for declined payments. A late fee of \$20 will apply to payments not received within 30 days. After 60 days services will be suspended.
- **Billing Disputes and Errors:** Subscriber may dispute any invoice by contacting us withing 90 days of the date of the disputed invoice. All invoiced charges shall be deemed correct and indisputable after 90 days and the subscriber shall waive the right to dispute any charge after that period. With respect to any billing errors resulting in subscriber's overpayment for service is limited to invoice credits that are equal to the dollar amounts erroneously billed.