

Acceptable Use Policy (AUP)

The Client is solely responsible for the use of the Internet Services by any of its family members, friends, employees, officers, directors, agents and any other end-user of the Services (collectively, the “Users”). The Client agrees to comply, and to ensure that all other Users comply with the following policy and procedures associated with the use of the Internet Services. (the Client and/or Users are sometimes hereinafter referred to as “you”).

Rules

While using the Service, you may not:

- Post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Services in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Services or the Internet.
- Post or transmit messages constituting “SPAM”, which includes but is not limited to unsolicited e-mail messages, inappropriate postings to newsgroups, false commercial messages, mail bombing or any other abuse of e-mail or newsgroup servers.
- Post or transmit any information or software which contains a virus, “cancelbot”, “trojan horse”, “worm” or any other harmful or disruptive component.
- Upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other material which: is confidential or protected by copyright or other intellectual property rights, without prior authorization from the rights’ holders; is defamatory, obscene, child pornography or hate literature; or constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing. Engage in account sharing, including, without limitation, permitting third parties to use your Service account or distribute the Service outside of the original Service Address.

1. Your Equipment. It is your responsibility to ensure that your computer and networking systems meet the minimum requirements stated by ICON Internet LLC as being necessary to use the Services. From time to time, the computer and networking equipment required to access and use the Services may change. Accordingly, your computer and networking equipment may cease to be adequate to access and use the Services.

2. You Can Best Control the Risk and Therefore Are Responsible.

3. ICON Internet LLC will not assume any responsibility for your acts or omissions, or of any individual who uses your account. An individual with Internet access can cause damage, incur expenses and enter contractual obligations while on the Internet. All such matters are your responsibility. As between ICON Internet LLC and you, you are better able to put in place physical and procedural impediments to the inappropriate use of, and to, supervise your account. Account and password protection will be your responsibility. Any detriment that is caused to the network as a result of a failure to properly secure your computer and/or networking systems may result in the termination of the Service.

4. Monitoring – ICON Internet LLC has no obligation to monitor the Services. However, in order to protect itself and its subscribers, or as necessary to operate the Services, ICON Internet LLC will be entitled to electronically monitor the Services from time to time and disclose any information concerning the End User required by the Client or that is necessary to satisfy any law, regulation or lawful request. ICON Internet LLC will not intentionally monitor or disclose any private e-mail message unless required by law. ICON Internet LLC reserves the right to refuse to post, or to remove any information or materials, in whole or in part, that it determines, in its sole discretion, are unacceptable, undesirable, or in violation of these policies.

5. Content – You acknowledge that some content, products, or services available with or through the Services (“Internet Content”) may be offensive or may not comply with applicable laws. You understand that neither ICON Internet LLC nor any of its affiliates attempt to censor or monitor any Internet Content. You also acknowledge that neither ICON Internet LLC nor any of its affiliates have any obligation to monitor your use of the Services and, except as provided herein, have no control over such use. The Client understands, however, that such Internet Content may be subject to “caching” at intermediate locations on the Internet when being accessed through the Services. You assume total responsibility and risk for access to, or use of, the Internet Content, and for your use of the Services and the Internet. ICON Internet LLC and its affiliates assume no liability whatsoever for any claims or losses arising out of, or otherwise relating to, your access to, or use of Internet Content.

6. Privacy – ICON Internet LLC cannot guarantee privacy. Your messages may be the subject

of unauthorized third-party interception and review ICON Internet LLC therefore recommends that the Services not be used for the transmission of confidential information. Any such use shall be at your sole risk and ICON Internet LLC, its affiliates and its agents shall be relieved from all liability in connection therewith.

7. E-mail & Forums – Sending unsolicited e-mail messages, including, without limitation, commercial advertising and informational announcements are prohibited. Users will not use another site's mail server to relay mail. Users shall not post ten (10) or more messages similar in content to Usenet or other newsgroups, forums, e-mail mailing lists or other similar groups, sites or lists, nor post articles which are off topic according to the charter or other owned published FAQ (Frequently Asked Questions) or description of such group, site or list.

8. System and Network Security – Users are prohibited from violating any system or network security measures including, but not limited to, engaging in unauthorized access or use of ICON Internet LLC or a third party's network, data or information. Users are unauthorized to monitor ICON Internet LLC or third party's data, systems, or network traffic. Users are prohibited from interfering with service to any user, host or network including without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Users are prohibited to forge any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting.

9. Violation of Internet Acceptable Policy – ICON Internet LLC considers the above practices to constitute abuse of its Services. Therefore, ICON Internet LLC Terms and Conditions of the Services prohibit these practices. Engaging in one or more of these practices may result in termination or suspension of the offender's account and/or access to the ICON Internet LLC Services, in accordance with the Client's Agreement with ICON Internet LLC. Nothing contained in this policy shall be construed to limit ICON Internet LLC actions or remedies in any way with respect to any of the foregoing activities. ICON Internet LLC reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including, without limitation, taking action to recover the costs and expenses of identifying offenders and removing them from ICON Internet LLC Services, and levying cancellation charges to cover ICON Internet LLC's costs. In addition, ICON Internet LLC reserves at all times, all rights and remedies available to it

with respect to such activities at law or in equity. Complaints regarding email, or USENET abuse, SPAM or Illegal Use or System or Network Security issues, should be sent to ICON Internet LLC. **By signing up for ICON Internet LLC services, you are agreeing to this policy and using the services, you also agree that you will abide by any changes to this policy.**

Please find the updated version of this policy by visiting our web site.

Wireless Internet Service Agreement:

By establishing an account or using the Services of ICON Internet LLC, you agree to be Contractually bound by this Agreement and to use the Service in compliance with this Agreement, our Acceptable Use Policy and other policies.

The following terms and conditions shall apply to customers subscribing to ICON Internet LLC Internet Service. This Agreement is part of and shall be incorporated into the Acceptable Use Policy. In utilizing ICON Internet LLC's Internet Service, Customer agrees to adhere to the terms and conditions of the Acceptable Use Policy and this Agreement as ICON Internet LLC may modify it from time to time. In the event of an inconsistency or conflict between the Acceptable Use Policy and this Agreement, the provisions of this Agreement shall govern. In the event that any portion of this agreement is altered or changed by ICON Internet LLC, the latest shall be available at www.theiconinternet.com/contract. Changes shall be effective when posted. Customer agrees to review the Wireless Internet Service Agreement available at that site from time to time to be aware of any changes.

Billing is done on the 1st of each month; full payment is due net, 7 days from the date of the invoice. Payments can be submitted through your assigned customer portal. We will only give account information to the registered account holder. Please make sure to add a spouse's name to the application if you want them to have access to change the account in any way. Payment by subscriber shall be due to ICON Internet LLC net 7 days from the date of the invoice. A Fifteen Dollar (\$15.00) late payment fee shall be assessed on any account not paid within seven (7) days of the due date of the invoice. Accounts remaining unpaid for fourteen (14) days or more shall be deemed delinquent. Delinquent accounts shall accrue interest at 21.5% APR on all outstanding principle amounts until paid. Delinquent accounts shall be placed on accounting hold and services to the Subscriber/Customer shall be suspended until the account is paid in full. For any subscriber's account that has been placed on suspended service, ICON Internet LLC reserves the right, at its sole discretion to charge a Fifty Dollar (\$50.00) reconnection charge to the customer's account to reactivate the subscriber's Services after the reconnection charge and all past due charges have been paid. In the event any balance is not paid as agreed, the undersigned agrees to pay a collections fee equal to 40% of the unpaid balance in addition to the unpaid balance. In the event of a lawsuit to collect the unpaid balance, the undersigned further agrees to pay court costs and reasonable

attorney fees.

A Twenty-Five Dollar (\$25.00) fee will be added to the subscriber account in the event of any returned check. If more than one check is returned during the lifetime of the Subscriber/Customer's account, we will only accept cash, credit card or certified funds for payment on the account.

Subscribers who sign up for contract based service with ICON Internet LLC shall be held to the contract term as pre-agreed upon. ICON Internet requires a written thirty (30) day notice of cancellation. Subscribers who have not met the term of their contract shall be required to pay the lesser of three (3) months reoccurring service fees or the remainder of service fees on actual contract term.

ICON Internet LLC reserves the right to terminate this Agreement, your password, your account, or your use of the Internet Service, at any time, for any reason without prior notice, including, but not limited to, if ICON Internet LLC, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. ICON Internet LLC may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the address you provided for the Service, but is not required to do so. Termination by ICON Internet LLC for violations of ICON Internet LLC's Acceptable Use Policy shall be subject to the termination fee as described above.

In the event that special construction, or additional equipment including but not limited to, longer cable, additional grounding, higher tower or mast hardware, or specialized antennas, an additional fee will be required for said equipment and any additional labor not included with the standard install. Additional labor is billed at \$65.00/hr.

All equipment, modems, subscriber modules, antennas and standard mounting equipment furnished by ICON Internet LLC will at all times remain the property of ICON Internet LLC. Subscriber may not sell, transfer, lease, encumber or assign all or part of the equipment to any third party. Subscriber shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned equipment or part thereof, together with any costs incurred by ICON Internet LLC in obtaining or attempting to obtain possession of any such equipment. On expiration or termination of this Agreement, Subscriber authorizes ICON Internet LLC to retrieve from Subscriber's premises equipment that is owned by ICON Internet LLC within ten (10) business days of termination.

ICON Internet LLC's connection point ends at the Subscriber Module. Any trouble beyond our network or equipment is the full responsibility of the Subscriber and their subsequent

Network Administrator or vendor. Standard maintenance is limited solely to ICON Internet LLC's network and backbone connectivity.

If your residential connection ceases to function properly but ICON Internet LLC's network is still functioning properly, a technician will be sent to troubleshoot during normal business hours. (8AM through 4:30PM Monday-Friday). If the problem is due to subscriber negligence, or any of those items listed in the Not covered by Standard Maintenance section, standard hourly rates apply.

Repair or replacement of parts damaged or lost through catastrophe, accident, lightning, neglect, misuse, transportation, theft, fault or negligence of Subscriber or causes external damage to the wireless system such as, but not limited to failure of, or faulty, electrical power, operator error, or malfunction of Subscriber's computer and/or peripheral equipment, including routers, which are considered customer owned equipment, or from any cause related to or other than the intended ordinary use. Antenna re-aiming or relocation due to obstructions such as trees, vegetation or buildings, or storm related damage. Any re-aiming or relocation of antennas, or reconstruction of tower/mast assemblies will be billed to the Subscriber at standard hourly rates.

Subscriber, its agent, successor and/or assigns expressly agrees to indemnify and release ICON Internet LLC, its affiliates, subcontractors, employees, agents, assigns or successors from any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise related to Subscriber's installation of, use of, or termination of ICON Internet LLC services hereunder including but not limited to, Subscriber's access to content uploaded or downloaded using ICON Internet LLC's service from any source or to any recipient. Subscriber further releases ICON Internet LLC from any responsibility or liability related to the accuracy, quality for confidentiality of any information available by or through ICON Internet LLC's systems and/or the wireless network. Subscriber's release of ICON Internet LLC includes any actions or inaction by ICON Internet LLC which amount to negligence. Subscriber further agrees to indemnify and hold harmless ICON Internet LLC from and against any and all claims, actions, causes of action, loss or damages including attorney fees which in any way arise from Subscriber's installation of, use of, termination of, ICON Internet LLC's services herein.

ICON Internet LLC assumes no responsibility for the content contained on the Internet or otherwise available through the wireless network or from any source accessible via ICON Internet LLC's services. ICON Internet LLC discloses and Subscriber acknowledges that

there may be content on the Internet or otherwise available through the services provided by ICON Internet LLC which may be offensive to some individuals, which may not be in compliance with local, state or federal laws, rules or regulations, including but not limited to, pornographic, or otherwise inappropriate or sexually explicit offensive content. Subscriber acknowledges to ICON Internet LLC that its use of ICON Internet LLC's service to access information, content or other services is at its own risk.

The laws of the State of Georgia shall govern the terms of this Agreement. The parties hereto stipulate and agree that the exclusive venue for the resolution of all disputes concerning this Agreement shall be in the Counties we operate in, in the state of Georgia.

The customer agrees that they will read and understand the checklist, FAQ and Acceptable Use Policy sections of the ICON Internet LLC website. The customer assumes all liability of providing a computer or device capable of using the IP protocol over Ethernet.

This Agreement, in combination with the Acceptable Use Policy and other policies posted directly and publicly on the ICON Internet LLC website, constitute the entire Agreement between the parties and no other representations or statements will be binding upon the parties. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining terms and conditions of this agreement shall remain in full force and effect. Residential Packages are for single-family residence and/or home-office use only. Internet sharing is allowed only within the boundaries of the residence. Business Packages are for a single business, hotel property, or residential customer requiring 24 hour support. Wi-Fi sharing with guests or customers of businesses or hotels is permitted when the business's guest or customer is at the business or hotel location, but not with anyone not on the property of the business. Allowing others to use this connection via wired, wireless (Wi-Fi or other technology) or by other means will result in immediate disconnection. **Reselling this service will result in immediate disconnection.** However, businesses may set up a Wi-Fi hotspot with permission from ICON Internet LLC. This is only allowed on a case-by-case basis.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding the Member's allotted email space, may, at ICON Internet LLC's discretion, be transferred to a compressed temporary file or storage. ICON Internet LLC may delete the temporary files from the server 60 days after notifying you.

ICON Internet LLC has no obligation to monitor the Service but may do so from time to time. ICON Internet LLC will not disclose any personal or identifiable information to any

other party unless it is legally obligated to do so, including, but not limited to: satisfying laws, regulations, or governmental or legal requests; operate the Services properly, or to protect itself and its interests.

ICON Internet LLC may immediately remove your material or information from ICON Internet LLC's servers, in whole or in part, which ICON Internet LLC, in its sole and absolute discretion, determines to infringe on another party's proprietary rights or to violate our Acceptable Use Policy.

Any use of the system that disrupts the normal use of the system for other Subscribers is considered to be abuse of Services. The propagation of computer worms, viruses, spyware, adware or the use of the network to make unauthorized entry to any other computer systems, ICON Internet LLC equipment, or other communication devices or resources of others is a violation of this agreement. The use of ICON Internet LLC's services by Subscribers to modify, alter, reverse engineer, decompile disks, or disassemble any proprietary work in whatever form is a violation of this Agreement. The failure of any Subscriber running IPX to use an IP tunneling protocol is a violation of this Agreement. The broadcast of Routing Internet Protocol (RIP) or any other inter router protocol by Subscriber is a violation of this Agreement. Failure to obey all terms set forth in the Acceptable Use Policy is a violation of this Agreement. Any Subscriber deemed by ICON Internet LLC to be in violation of this section is subject to immediate termination by ICON Internet LLC. Termination under this section shall have no liability other than to refund any unearned prepaid service fees including direct, indirect, incidental or consequential damages.

Username, passwords and email addresses at ICON Internet LLC are ICON Internet LLC property and ICON Internet LLC may alter or replace them at any time.

ICON Internet LLC has no control over certain types of interference and signal blockage. We do not guarantee any level or quality of service. If the service becomes unusable and cannot be restored within 5 working days, your account will be credited for the outage. If the Service is interrupted for more than an aggregate of 72 hours in any given month, term contracts may be canceled without penalty.

ICON Internet LLC cannot be held liable for any type of loss, whether actual or perceived, due to a lack of service.

Subscribers understand that service will be interrupted from time to time for various reasons including maintenance, upgrades, and power outages. There will be no warning for some outages.

Collection Policy:

Payments must be received prior to the due date. A Fifteen Dollar (\$15.00) late payment fee shall be assessed on any account not paid within seven (7) days from the due date of the invoice. Accounts remaining unpaid for twenty-one (21) days or more shall be deemed delinquent. Delinquent accounts shall accrue interest at 21.5% APR on all outstanding principle amounts until paid. Delinquent accounts shall be placed on accounting hold and services to the Subscriber/Customer shall be suspended until the account is paid in full. For any subscriber's account that has been placed on suspended service, ICON Internet LLC reserves the right, at its sole discretion to charge a Fifty Dollar (\$50.00) reconnection charge to the customer's account to reactivate the subscriber's Services after the reconnection charge has been paid.

All attorneys' fees, court costs, and related expenses incurred in the event that payment is not made in a timely manner, should proceedings be brought by ICON Internet LLC to collect a debt owed, will be the customer's responsibility.

Privacy Policy:

This privacy policy has been compiled to better serve those who are concerned with how their 'Personally identifiable information' (PII) is being used online. PII, as used in US privacy law and information security, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. Please read our privacy policy carefully to get a clear understanding of how we collect, use, protect or otherwise handle your Personally Identifiable Information in accordance with our website.

What personal information do we collect from the people that visit our blog, website, or app?

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, mailing address, phone number or other details to help you with your experience.

When do we collect information?

We collect information from you when you respond to a survey, fill out a form or enter information on our site.

How do we use your information?

We may use the information we collect from you when you register, make a purchase, sign up for our newsletter, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

1. To allow us to better service you in responding to your customer service requests.
2. To administer a contest, promotion, survey, or other site feature.
3. To send periodic emails regarding your order or other products and services.

How do we protect visitor information?

We do not use vulnerability scanning and/or scanning to PCI standards.

We do not use Malware Scanning.

Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user enters, submits, or accesses their information to maintain the safety of your personal information.

All transactions are processed through a gateway provider and are not stored or processed on our servers.

Do we use 'cookies'?

We do use cookies for tracking purposes on our website.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Google Chrome settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies. If you disable cookies use, some features will be disabled that make your site experience more efficient and some of our services will not function properly. However, you can still place orders.

Third-party disclosure

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide users with advance notice. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or serving our users, so long as those parties agree to keep this information confidential. We may also release information when it's release is appropriate to comply

with the law, enforce our site policies, or protect ours or others' rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Third-party links

We do not include or offer third-party products or services on our website.