



## Contract (Terms and Conditions)

Maximum Broadband Solutions Acceptable Use Policy: This Acceptable Use Policy specifies certain actions prohibited by Maximum Broadband Solutions for users of the Maximum Broadband Solutions Network. Maximum Broadband Solutions reserves the right to modify this Policy at any time to stay in compliance with any laws, regulations and security requirements. By using Maximum Broadband Solutions services, any customer, employee or third party unconditionally accepts the terms of this policy.

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**ILLEGAL USE** The Maximum Broadband Solutions Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation coming to or from any unauthorized network or system is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property rights used without proper authorization; government and military data protected by law and national security; university and academic data protected by public policy; and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Any violation of the above, which compromises the integrity of the Maximum Broadband Solutions Network, or any other network is strictly prohibited.

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**NETWORK AND MACHINE RESOURCES** Web Hosting: Maximum Broadband Solutions reserves the right to monitor and allocate network and machine resources. IP addresses are allocated per server and according to server specifications. CGI resources are allocated one per domain. Maximum Broadband Solutions in its sole discretion and upon reasonable notice to customer reserves the right to discontinue any hosting account and/or any script which causes excessive server load and/or uses excessive server and network resources. Internet Access: Maximum Broadband Solutions reserves the right to monitor and allocate network and machine resources. IP addresses are allocated per network connection and/or server according to network connection and/or server specifications. Maximum Broadband Solutions in its sole discretion and upon reasonable notice to customer reserves the right to discontinue any Internet Access account and/or any Server account which causes excessive network load and/or server load and/or uses excessive server and network resources.

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**SYSTEM AND NETWORK SECURITY** Violations of system or network security are prohibited and may result in criminal and civil liability. Maximum Broadband Solutions will investigate incidents involving such violations and may involve and cooperate with law enforcement authorities if a criminal violation is suspected. Maximum Broadband Solutions respects the privacy of customer data and vigilantly protects that data and ALL customers who host with Maximum Broadband Solutions. If any violation of the law or this Acceptable Use Policy is suspected, Maximum Broadband Solutions reserves the right to investigate.

Use of the Maximum Broadband Solutions network constitutes consent to monitoring. Examples of unlawful acts, system, or network security violations include, without limitations,

the following: Unauthorized access to or use of data, systems or networks, including any attempt to probe, damage, 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. Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Unauthorized access to any data, system, or network from an unauthorized system or network for any purpose which is not lawful or which is intended to do harm. Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting. Electronic forging of any kind to include but not limited to IP addresses, domains, business names, etc.

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EMAIL Sending unsolicited mail messages, including, without limitation, unwanted advertising and informational announcements are explicitly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site owner. Legitimate mailing lists and subscriber lists are acceptable. Otherwise, it is SPAM.

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USENET Posting the same messages to multiple newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is expressly prohibited. INDIRECT OR ATTEMPTED

VIOLATIONS OF THE POLICY, AND ACTUAL OR

ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A MAXIMUM BROADBAND SOLUTIONS CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER. For Example: If you are hosting a bulk email site on Maximum Broadband Solutions servers and you use another ISP to SPAM from in order to reference your Maximum Broadband Solutions site by IP address or domain name, you are violating Maximum Broadband Solutions policy and possibly the law. If you have been granted telnet access to Maximum Broadband Solutions servers, multiple telnet log-ons are strictly prohibited and you must come from a valid IP address. Forgery is against the law. Any type of denial-of-service attack from valid or invalid addresses is a violation of Maximum Broadband Solutions Acceptable Use Policy and against the law. If you have been granted password privileges for FTP or telnet, sharing your password with an unauthorized user or third party is strictly prohibited. Complaints regarding illegal Use or System or Network Security issues should be sent to: [webmaster@maxbb.com](mailto:webmaster@maxbb.com) Complaints regarding email abuse should be sent to: [abuse@maxbb.com](mailto:abuse@maxbb.com) Complaints regarding USENET abuse or SPAM should be sent to: [abuse@maxbb.com](mailto:abuse@maxbb.com)

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COPYRIGHT INFRINGEMENT The Digital Millennium Copyright Act provides limitations for service provider liability relating to material online with regard to information residing, at the discretion of the user, on a system or network that the service provider controls or operates. 17. U.S. 512(c). The

designated agents for notification of claimed infringement are: Maximum Broadband Solutions ATTN: David Christian, Network Administrator 103 West 10th Street Metropolis, IL 62960 For other legal issues or concerns to email:[legal@maxbb.com](mailto:legal@maxbb.com) Maximum Broadband Solutions does not tolerate any pornographic material or spamming and both infringements will result in an investigation and possible termination and removal of the site and/or server without a refund. Maximum Broadband Solutions prides itself as a responsible member of the Internet community and is committed to protecting the data of and always providing quality service to all Maximum Broadband Solutions customers.

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INTERACTION WITH Maximum Broadband Solutions STAFF Any threat, vulgar and profane language directed at any Maximum Broadband Solutions staff member through phone, in person, or email may result in immediate termination of an account. Any violation of this policy by any employee, contractor or third-party programmer of Maximum Broadband Solutions should be reported immediately. Bottom line is let's work together toward a mutually beneficial relationship and create a prosperous and responsible Internet community.

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Maximum Broadband Solutions Customer Acknowledgement All customers hereby acknowledge the setup fee that is charged at the start of service is NOT payment for equipment installed on customer's property. The setup fee is merely an upfront charge to set up services. The wireless receiving equipment is and will always remain the sole property of Maximum Broadband Solutions; the customer also acknowledges that said equipment has been professionally installed on the customer's property by an authorized Maximum Broadband Solutions technician. Customer agrees that if the account with Maximum Broadband Solutions is closed or terminated for any reason all wireless receiving equipment will be returned to Maximum Broadband Solutions. By using service customer acknowledges that they understand and will abide by the Maximum Broadband Solutions acceptable use policy. Customer also agrees that the wireless receiving equipment is proprietary and can only be used to receive signal from Maximum Broadband Solutions Tower locations and customer agrees a monthly service charge can and will be assessed until equipment is returned. The setup fee is not payment for any equipment it merely an upfront charge to set up services. Maximum Broadband Solutions 103 A. West 10th St. Metropolis, IL 62960 (618) 309-4032 [www.maxbb.com](http://www.maxbb.com) [support@maxbb.com](mailto:support@maxbb.com) Terms of Service Agreement MaxBB  
Maximum Broadband Solutions Internet Services Agreement 1.1 The Internet Services provided by [maxbb.com](http://maxbb.com) (Maximum Broadband Solutions), hereinafter referred to as "MaxBB Services", consist of computer on-line, interactive information, communications and transaction services. The MaxBB Services are available to authorized users (hereinafter referred to as "Account Holder") through either dedicated lines, or other access through a personal computer, or computers, or through other access devices, using Software (e.g., the software used to connect to the MaxBB Services) and a communications connection (e.g., modem, telephone line). This agreement is hereinafter referred to as the "Terms of Services" or "TOS". 1.2 BY COMPLETING THE ACCOUNT SIGN UP PROCESS AND/OR USING THE MAXBB SERVICES, ACCOUNT HOLDER AGREES TO BE LEGALLY BOUND TO AND ABIDE BY THE TERMS OF SERVICES, JUST AS IF ACCOUNT HOLDER HAD SIGNED THIS AGREEMENT. 1.3 Maximum Broadband Solutions may modify its TOS at any time and in any manner. Any modification is effective immediately upon either a posting on the MaxBB Services, electronic mail, or conventional mail. If any modification to the TOS is unacceptable to Account Holder, Account Holder may immediately terminate service.

ACCOUNT HOLDER'S CONTINUED USE OF THE MaxBB SERVICES FOLLOWING MODIFICATION TO THE TOS SHALL BE CONCLUSIVELY DEEMED AS ACCEPTANCE OF SUCH MODIFICATION. 1.4 The Terms of Services Agreement and the Maximum Broadband Solutions Internet Account Setup Application together constitute the entire agreement between Maximum Broadband Solutions and Account Holder with respect to the Maximum Broadband Solutions Services, except and unless the parties have entered into a separate written agreement signed by Maximum Broadband Solutions and Account Holder. Maximum Broadband Solutions may discontinue or alter any aspect of the

Maximum Broadband Solutions Services at its sole discretion and without prior notice or liability. Maximum Broadband Solutions reserves the right to change or add any fees or surcharges at any time effective upon thirty (30) days' prior notice. 1.5 ACCOUNT HOLDER CERTIFIES TO MaxBB THAT THE ACCOUNT HOLDER, IF AN INDIVIDUAL, IS AT LEAST EIGHTEEN (18) YEARS OF AGE. IF NOT AN INDIVIDUAL, THE ACCOUNT HOLDER CERTIFIES THAT ALL USERS OF THE ACCOUNT SHALL BE OVER THE AGE OF EIGHTEEN (18). A minor's parent or legal guardian may authorize a minor's use of Account Holder's account under adult supervision; however, the Account Holder agrees to assume any and all liabilities resulting from minor's use. 1.6 Each Account Holder is responsible for all activities and charges resulting from use of Account Holder's Account(s) by any person, and for ensuring full compliance with the TOS by all users of Account Holder's Account(s). MaxBB Account(s) may not be transferred without prior written approval from MaxBB. 1.7 Account Holder is responsible for maintaining the confidentiality of Account Holder's password(s) and is liable for any harm resulting from disclosing or allowing disclosure of any password. In the event of a breach of security, Account Holder will remain liable for any unauthorized use of the MaxBB Service until Account Holder notifies MaxBB by calling 1-618-302-4032. 1.8 MaxBB may cancel accounts at any time after providing notice to Account Holder(s). Account Holder(s) may cancel their account by providing 30 days' notice to MaxBB, or by providing 60 days' notice to MaxBB if Account Holder uses a dedicated connection. 1.9 It is the Account Holder's responsibility to notify MaxBB of cancellation of service either verbally or by written notice. MaxBB will then prorate the Account Holder's final bill based upon the date of the cancellation notice. Account Holder is responsible for all monies owed prior to the date of cancellation. 2.0 Account Holder agrees to use the MaxBB Service only for lawful purposes. Account Holder is prohibited from posting to or transmitted through the MaxBB Service unsolicited bulk email (otherwise known as spamming), or any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Account Holder agrees to indemnify and hold harmless MaxBB for, from and against any and all claims, actions and all other expenses and liabilities incurred by MaxBB arising out of any violation by Account Holder of the terms of this TOS. 2.1 Account Holder acknowledges that the MaxBB Service contains information, software, photos, video, graphics, music, sounds or other material (collectively, "Content") that are protected by copyrights, trademarks, trade secrets or other proprietary rights and that these rights are valid and protected in all forms. Account Holder may not modify, publish, transmit, participate in the transfer or sale, creation of derivative works, or in any way exploit, any of the Content, in whole or in part. 2.2 Failure to comply fully with the provisions of this Service Agreement or the MaxBB Account Setup Application may result in immediate suspension or termination of Account Holder's right to use the

MaxBB Services. In the event of suit, action, or arbitration to enforce any of the terms of this TOS or the Account Setup Agreement, the prevailing party or parties shall be awarded such sum as the Court or arbitrator may adjudge reasonable as attorney fees in such suit, action, or arbitration and in any appeal there from. 2.3 IN NO EVENT WILL MaxBB BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF CUSTOMERS OR CLIENTS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF: (1) THE USE OF OR INABILITY TO USE THE SERVICE, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THIS SERVICE OR DOWNLOADED FROM THIS SERVICE; OR (2) ANY FLOOD, FIRE, OR ACT OF GOD OR OTHER FORCE OF NATURE. Revision 09/08/2008

File Sharing Usage & Policy The advent of peer-to-peer (P2P) technology combined with new utilities to facilitate file-sharing activity causes a hardship to all Internet Service Providers (ISP's). The problem is not unique to Maximum Broadband Solutions but is a worldwide issue wherever a shared network resource exists. The issue grew as awareness increased, and new utilities were made available. The function of downloading MP3s shares the same technology that allows hackers to abuse our resources. In fact it opens a door for them. A lot of people don't realize that Bearshare, Gnutella, KaZaA, Limewire, Morpheus, etc. will share your downloaded songs and videos, use your bandwidth (Internet speed), and turn themselves on without telling you. Many people use these programs, but don't realize that the programs run "hidden" in the background using your bandwidth and sharing copyrighted files, allowing other users to illegally download from your computer. If you use peer-to-peer (p2p) file-sharing application like KaZaA, you may be functioning as a server for others to download files from your computer. Not only can this impact network performance for your computer, but it can significantly impact all who use the Maximum Broadband Solutions network. Most file-sharing applications enable sharing by default, often without restriction. Excessive bandwidth consumption can be a problem in that a few users can consume the majority of bandwidth on the Maximum Broadband Solutions network, causing poor performance for the rest of our customers. The concept of shared bandwidth must be understood in order to get good service from your Internet connection while not abusing the network and causing a problem for others. There are two types of Internet access: shared and dedicated. Dedicated Internet access means just what it says: you are entitled to use 100% of your allocated bandwidth 100% of the time. Dedicated Internet access starts at about \$350 per month for a 50m dedicated connection. This costs too much for the small business and home user, so the concept of shared Internet access has prevailed. Shared Internet access depends on all users using the network a portion of the time. This gives users access to a high amount of bandwidth at a low cost, but it must be shared with other users. Allowing programs such as these filesharing applications goes against the shared bandwidth model in that it allows users from the outside world to connect to your computer, consuming 100% of your connection 100% of the time (this is typical behavior). Additionally, customers of Maximum Broadband Solutions who use filesharing programs to constantly download material from other computers on the Internet creates the same problem and cannot be allowed. You can improve network performance and reduce excessive bandwidth consumption by either managing or disabling sharing. Additionally, many file-sharing applications come bundled with "adware" or "spyware" which are automatically installed on your computer along with the file-sharing application. This software can monitor your activity, sending information to third-party vendors and advertisers on such things as what web pages you browse or what searches you perform. Apart from privacy concerns, these add-ons use your computer's system resources to operate and will affect performance. Depending on how much spyware and/or adware you have installed, this may be significant. In addition to the bandwidth issue, it

is worthwhile to understand that the distribution of copyrighted material violates the Maximum Broadband Solutions Acceptable Use Policy and will subject you to suspension or termination of your Internet connection. Here are the things we want you to do: Prevent the program from starting automatically. Stop sharing files. Do not download or share copyrighted material such as music, video, games, etc. Prevent the program from acting as a "super-node", which is like a middleman for other programs and secretly uses your bandwidth