

Global Terms and Conditions

1. INTRODUCTION

This document, Global Terms, and Conditions ("GTC") constitutes part of, is incorporated into, and should be read in conjunction with the Fiber Optic Service Agreement ("Agreement") applicable to access to Wave Rural Connect, LLC's ("WAVE") fiber-optic network ("Service") requested by an individual or entity ("Subscriber").

READ THE AGREEMENT CAREFULLY. ALL OF THESE TERMS AFFECT SUBSCRIBER'S LEGAL RIGHTS BY, AMONG OTHER THINGS, LIMITING WAVE'S LIABILITY AND REQUIRING MANDATORY ARBITRATION OF DISPUTES.

2. AGREEMENT

Subscriber agrees to be bound by the Agreement and to use the Service in compliance with the Agreement. If Subscriber does not agree to all the terms and conditions of the Agreement, including any future revisions, Subscriber shall not use the Service and must cancel Service immediately. Certain provisions of the Agreement will survive cancellation or termination.

3. WAVE RURAL CONNECT'S RIGHT TO MAKE CHANGES

WAVE may, in its sole discretion, change, modify, add or remove (collectively "Revisions") portions of this GTC, including the Acceptable Use Policy referenced herein ("AUP"), at any time. WAVE may give Subscriber notice of any Revisions that WAVE determines, in its sole discretion, to be material to Subscriber's Service or the Agreement. Notice of Revisions shall be deemed given when the Revisions are posted on The WAVE website at www.waveruralconnect.com/gtc. Notice that Revisions have occurred shall also be deemed given when referring to the Revisions are either: (a) transmitted to Subscriber's last known email address, (b) mailed as a letter, bill message, bill insert, postcard, or other notice via the US mail to Subscriber's last known address, or (c) delivered by hand to Subscriber. The revised GTC or AUP will be effective upon the earliest of any of the above notice methods, including posting to The WAVE website. Any revised GTC or AUP will supersede any prior version of same. Subscriber's continued use of the Service following such notice shall be deemed as Subscriber's acceptance of any Revisions. If Subscriber does not agree to the Revisions, Subscriber's only recourse will be to cancel Service as set forth within the Agreement. Subscriber may not modify the Agreement, this GTC, or the AUP by making any typed, handwritten, or other changes to same for any purposes.

4. SUBSCRIPTION

Subscriber must be at least 18 years of age and have the legal authority to enter into the Agreement. Subscriber represents that all information provided during the subscription process is accurate and complete and that Subscriber will update such information with WAVE should any such information change.

5. PRICING

Current installation prices and monthly fees for each Level of Service offered by WAVE are posted on The WAVE website at www.WaveRuralConnect.net. All TV prices, fees, charges, packages, programming, features, functionality, and offers subject to change without notice. Any upgrades or modifications to existing Service may incur additional charges.

6. PAYMENT OBLIGATIONS OF SUBSCRIBER

Subscriber's installation fee shall be paid the earliest of the due date as set by WAVE, or the date Service is made available. The monthly Service fee will begin upon the date Service is made available. Service is offered and billed in full calendar month increments. Excepting the first month of service, which will be pro-rated, no refunds will be given for partial months of Service. Subscriber is responsible for all charges to Subscriber's account. All charges are considered valid unless disputed in writing within 30 days of the billing date. Adjustments will not be made for charges that are more than 45 days old. Default in payment, including failure to timely pay, may, at WAVE's sole discretion, result in late fees or disconnection of the Service, or both.

The applicant(s) agree, in order for us to service your account or to collect any amounts you may owe, we or any person or entity designated by us may contact you by telephone, at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you; we may also contact you by text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or use of an automatic dialing device, as applicable

7. EQUIPMENT

Depending on the Level of Service available to and selected by Subscriber, certain equipment will be required for Service. This equipment may include an Optical Network Terminal, in-home fiber cable, DVR set-top box, non-DVR set-top box, wi-fi extender, gigabit switch, power strip, battery back-up unit, and remote controls (the "Equipment"). WAVE will provide Subscriber with the Equipment, which shall at all times remain the property of WAVE, shall not be tampered with, and upon termination or cancellation of Service shall be returned to WAVE in the same condition as existed at the time of delivery, reasonable wear and tear excepted, within ten days from the date of termination or cancellation. All Equipment must be returned to a WAVE business address, which can be found on the WAVE website, www.waveruralconnect.com. Failure to return the Equipment to WAVE within ten days will result in Subscriber being liable for and charged the cost of the Equipment.

8. CANCELLATION

Subscriber may cancel Service only as follows:

- a) Telephone Cancellation: 1 (833) 492-8372
- b) Email: info@waverc.com
- c) Mail Cancellation:

*Wave Rural Connect Cancel Service
PO Box 1368
Fayetteville, AR 72702*

Cancellation by email or mail must include the Subscriber's name, account number, address, telephone number, and date of the desired cancellation.

9. AUTHORIZED USER

Subscriber and members of Subscriber's household, including guests of Subscriber, are the only authorized users of the Service and must comply with the Agreement. Subscriber may not sell, transfer, lease, encumber or assign all or part of the Service. If Subscriber installs a wireless router, no one outside of Subscriber's household may access the Service through Subscriber's account. Subscriber is

responsible for all traffic coming into or from Subscriber's account, even if it is an unauthorized user. Subscriber shall assure that any use of the Service complies with all applicable laws, regulations, and rules. This limitation on authorized users includes, but is not limited to, hosting applications such as the provision of email, FTP, HTTP, VoIP, and Telnet access. Although resale of such services is prohibited, a business rate plan allows for the hosting of these services for the business's own purpose (e.g., employee email, basic business website for marketing).

10. INSTALLATION

Installation of the Service means that Service has been made available to Subscriber, which, depending on the Level of Service available to and selected by Subscriber, may include access to a data, voice, or video connection. WAVE cannot guarantee that the Service can be provisioned to a specific location. WAVE may, in its sole discretion, accept or reject any potential Subscriber. Because of the complex nature of the Service, availability, and the underlying infrastructure, it may not be possible to provide the Service to everyone. Where, after the installation has begun for a Subscriber, it is learned that Service is not reasonably possible, WAVE will cancel the installation process and refund any money Subscriber paid for installation.

11. ACCESS TO SUBSCRIBER'S PREMISES

Subscriber shall allow WAVE and its agents the right to enter Subscriber's real property and premises at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing, and removing the Service and Equipment.

12. EASEMENT ON SUBSCRIBER'S PROPERTY.

In consideration of receiving Service from WAVE, Subscriber hereby grants or will grant to WAVE or, if necessary, its designee, including, but not limited to Arkansas Valley Electric Cooperative any easements required-requested by WAVE or Arkansas Valley Electric Cooperative on, under, over, or through Subscriber's real-estateproperty for purposes of extending fiber optic cable so to provide Service to Subscriber and others as well as to perform maintenance, service upgrades, and periodic clearing of rights of way. When economically feasible, all extensions shall follow any existing utility easements.

13. CREDIT INQUIRIES

Subscriber authorizes WAVE to make inquiries and to receive information about Subscriber's credit experience from others, to enter such information into Subscriber's file, and to disclose such information to appropriate third parties for reasonable business purposes. Subscriber further authorizes and consents to WAVE reporting any late payment or non-payment of any Service Fees by Subscriber to credit grantors or credit reporting agencies.

14. WAVE RURAL CONNECT'S USE OF EQUIPMENT

Subscriber agrees and understands WAVE may utilize the Equipment provided by WAVE to the Subscriber to extend the coverage of the fiber optic network for WAVE's or other subscribers' use. Such use will utilize an account and network independent of the Subscriber's Service and will not impede or restrict Subscriber's Service.

15. GENERAL RESTRICTIONS ON THE SERVICE

The Service speeds and quality identified in WAVE's marketing materials and other communications reflect Service speed and quality capability and are dependent upon the Level of Service selected and available. The high-end of the speed or quality range for Service represents the potential wired

maximum speed and quality capability for a Level of Service but is not a statement or guarantee of the maximum speed, or quality Subscriber will receive. WAVE may contract with third parties to provide portions of the Service.

16. MONITORING THE SERVICE

WAVE has no obligation to monitor the Service, but may do so and disclose information regarding the use of the Service for any reason if WAVE, in its sole discretion, believes that it is reasonable to do so, including to satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its Subscribers. WAVE may immediately remove Subscriber material or information from WAVE servers, in whole or in part, which WAVE, in its sole and absolute discretion, determines to infringe another's property rights or to violate the Agreement.

17. ACCEPTABLE USE OF THE SERVICE

Subscriber shall not use or to allow others to use the Service for illegal or inappropriate activities, including but not limited to: invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content that is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable. WAVE has no responsibility for the accuracy, completeness, value, or usefulness of any content, advice, or opinions contained in any emails, third-party websites, message boards, chat rooms, social networks, or online services. The internet may contain material that is unsuitable for minors, and Subscriber agrees to supervise and to accept sole responsibility and liability for any use of the Service by minors through Subscriber's account. Subscriber shall comply with WAVE's AUP, which WAVE may modify at any time. The current AUP is available for review at the following address, subject to change: www.waveruralconnect.com/gtc. WAVE may take any legal and technical remedies to enforce or prevent the violation of the AUP.

18. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY

THE SERVICE AND THE EQUIPMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WAVE AND ITS SUPPLIERS DO NOT WARRANT THE PERFORMANCE OF THE SERVICE, THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WAVE AND ITS SUPPLIERS MAKE NO EXPRESS WARRANTIES REGARDING THE SERVICE AND THE EQUIPMENT AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

WAVE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS AND VENDORS (COLLECTIVELY "WAVE PARTIES") WILL HAVE NO LIABILITY FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS IN CONNECTION WITH THE SERVICE AND THE EQUIPMENT RESULTING FROM: (I) AVAILABILITY OR QUALITY WITHIN THE COVERAGE AREA REGARDLESS OF THE CAUSE(S) OF THE PROBLEM; (II) OTHER USERS ACCESSING SUBSCRIBER DEVICE; (III) VARIATIONS IN THE SPEED OR BANDWIDTH AVAILABILITY TO EACH DEVICE CONNECTED TO THE WAVE NETWORK; (IV) SECURITY BREACHES; (V) EAVESDROPPING; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICE; (VI) SUBSCRIBER'S RELIANCE ON OR USE OF THE SERVICE; (VII) INTERRUPTIONS (INCLUDING DUE TO MAINTENANCE), DELETION OF FILES, ERRORS, OR DEFECTS REGARDLESS OF WHETHER SUBSCRIBER'S DATA IS MAINTAINED ON THE WAVE SERVERS OR SUBSCRIBER DEVICE(S); (VIII) DELAYS IN OPERATION, TRANSMISSIONS, CORRUPTION OF DATA, INVALID DESTINATIONS OR ANY FAILURE OF PERFORMANCE OF THE SERVICE; (IX) USE OF THE SERVICE BY

SUBSCRIBER OR A THIRD PARTY THAT INFRINGES A THIRD PARTY'S COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OTHER INTELLECTUAL PROPERTY, PROPRIETARY, OR CONTRACTUAL RIGHTS; OR (X) ACCURACY, COMPLETENESS, AND USEFULNESS OF ANY THIRD PARTY PRODUCTS, SERVICES OR INFORMATION OR THE MERCHANTABILITY OF SUCH ITEMS (INCLUDING ANY SUCH ITEMS OFFERED THROUGH CO-BRANDED WEB SITES LINKED FROM THE WAVE WEB SITES).

THE WAVE PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR (I) SUBSCRIBER FAILURE TO PROPERLY INSTALL, USE OR OPERATE THE EQUIPMENT OR (II) ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY OF SUBSCRIBER'S DEVICES, SOFTWARE, FILES, DATA, PERIPHERALS OR PROPERTY DUE TO SUBSCRIBER'S INSTALLATION, ATTEMPTED INSTALLATION, USE, REPAIR OR REMOVAL OF THE EQUIPMENT.

THE FOREGOING LIMITATIONS APPLY TO THE ACTS, OMISSIONS, NEGLIGENCE, AND GROSS NEGLIGENCE OF THE WAVE PARTIES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST ANY WAVE PARTY IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. SUBSCRIBER'S EXCLUSIVE AND ONLY REMEDIES UNDER THE AGREEMENT ARE AS EXPRESSLY SET FORTH IN THE AGREEMENT.

THE CUMULATIVE LIABILITY OF ANY WAVE PARTY TO SUBSCRIBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICE AND THE EQUIPMENT WILL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, NO WAVE PARTIES WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS.

SUBSCRIBER MAY HAVE OTHER RIGHTS UNDER CERTAIN LAWS IN CERTAIN STATES WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES.

19. INDEMNIFICATION

Subscriber agrees to defend, indemnify and hold the WAVE Parties harmless from and against all third party claims, demands, suits, actions, judgments, losses, costs, damages including, but not limited to, direct, indirect and consequential damages, attorney's fees and expenses that an WAVE Party may sustain or incur by reason of Subscriber's use or misuse of the Service or the Equipment provided by WAVE for use of the Service, or such use or misuse by anyone else through Subscriber's account including, but not limited to, by such use or misuse (i) in violation of applicable laws or regulations or the terms of the Agreement; (ii) in connection with any claims for infringement of any intellectual property rights arising from or in connection with such use or misuse; (iii) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible property (including data); or (iv) any claims of the owner of Subscriber's premises in connection with the installation of the Service.

20. WAIVER AND PERFORMANCE

WAVE's failure to require strict performance of any term of the Agreement will not be a waiver of WAVE's right to require performance of any term or condition of the Agreement.

21. ELECTRONIC COMMUNICATIONS AND PHONE COMMUNICATIONS

Subscriber consents to receive notices, documents, disclosures, and other communications from WAVE about Subscriber's account or Service ("Communications") in an electronic format to Subscriber's contact email address and agrees that the Communications provided to Subscriber by WAVE electronically will be deemed a writing. Subscriber agrees to regularly check his/her email account for Communications. If Subscriber does not want to receive Communications from WAVE electronically or if Subscriber withdraws Subscriber's consents to receive such Communications electronically, then Subscriber must stop using the Service. The withdrawal of Subscriber's consent will not affect the legal validity and enforceability of any electronic Communications provided or business transacted between WAVE and Subscriber prior to the time Subscriber withdraws Subscriber's consent.

- a) Phone Calling and Texting. In addition, Subscriber hereby agrees that Subscriber's execution of the Agreement or use of the Service constitutes Subscriber's express written consent to receive automated and manually dialed calls, text messages, and pre-recorded messages at the phone number(s) that Subscriber provides WAVE in connection with the Service. Consent to receiving auto-dialed calls, text messages, and/or pre-recorded messages from WAVE is not required to purchase products or services from WAVE.
- b) Changing Subscriber Contact Preferences Subscriber may exercise Subscriber's option not to receive any marketing communications from and/or automated or manually dialed calls, text messages, and pre-recorded messages from WAVE by going to www.waveruralconnect.com, or calling the WAVE Customer Care Center, 1 (833) 492-8372. Subscriber may also text STOP in response to any text message from WAVE to stop receiving text messages from WAVE.

22. DISPUTE RESOLUTION BY BINDING ARBITRATION

WAVE and Subscriber agree to resolve all disputes and claims [\(except those identified in the second paragraph of this part 22, below\)](#) between WAVE (including WAVE's Parties as defined herein) and Subscriber related to or associated with the Service through binding arbitration by the American Arbitration Association ("AAA"). This agreement to arbitrate is intended to be broadly interpreted. It includes but is not limited to all claims or disputes arising out of or relating to any aspect of the relationship between WAVE and Subscriber, whether based on contract, tort, statute, fraud, misrepresentation, or any other legal theory. It also includes all claims and disputes that arose before this or any prior agreement; claims that are currently the subject of purported class action litigation in which Subscriber is not a member of a certified class; and claims that may arise after the termination or cancellation of this Agreement. [The parties agree that the services provided by WAVE include high-speed internet services, and as instruments of interstate commerce, the Federal Arbitration Act governs the substance and application of this portion of the agreement.](#)

Notwithstanding the foregoing [paragraph agreement](#), WAVE is not bound to use arbitration to initiate debt collection against Subscriber except in response to claims Subscriber may have made in arbitration. [In addition, by](#)

[By](#) agreeing to resolve disputes through arbitration, SUBSCRIBER AND WAVE AGREE ~~TO~~ UNCONDITIONALLY [TO](#) WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AS A PLAINTIFF OR CLASS MEMBER.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). A Notice to WAVE should be addressed to:

*Wave Rural Connect
Notice of Dispute
PO Box 77
Ozark, AR 72949*

A Notice must include the Subscriber's name, account number, address, and telephone number, and must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). A Notice to Subscriber from WAVE will be addressed to the billing address that WAVE has on file for Subscriber.

If WAVE and Subscriber do not reach an agreement to resolve the claim within 45 days after the Notice is received, Subscriber or WAVE may commence an arbitration proceeding. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes (collectively, "AAA Rules") of the AAA, as modified by this Agreement, and will be administered by the AAA or as mutually agreed to, in writing, by the Subscriber and WAVE.

The arbitrator is bound by the terms of the Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for a court to decide. Unless WAVE and Subscriber agree otherwise, any arbitration hearings will take place in Washington County, Arkansas. The right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

The arbitrator's decision shall be final and legally binding, and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

23. JURISDICTION

The Agreement is governed by Arkansas law without regard to conflict of law provisions. To the extent any suit is filed related to this Agreement, the [courts of Franklin County, ~~in~~ Arkansas](#) [and the federal courts of the Western District of Arkansas, Fort Smith division](#) alone have jurisdiction [and venue](#) over all disputes arising out of or related to the Agreement and the Service. Subscriber consents to the personal jurisdiction of such courts sitting in Arkansas with respect to such matters and waives Subscriber's rights to removal [to any federal court of otherwise competent jurisdiction and venue](#).

24. NO THIRD-PARTY RIGHTS

The Agreement is made solely for the benefit of the Subscriber and WAVE and does not, and will not, be construed to grant any rights or remedies to any other person or entity other than expressly provided for in the Agreement.

25. MISCELLANEOUS

The Agreement constitutes the entire agreement between Subscriber and WAVE with respect to Subscriber's use of the Service. Subscriber may not assign any rights or delegate any duties under the Agreement without the prior written consent of WAVE, and any attempted assignment or delegation without such consent will be void. If one or more provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired thereby. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration provision in Section 229; if that prohibition is found to be unenforceable, the entire DISPUTE RESOLUTION BY BINDING ARBITRATION provision (but only the DISPUTE RESOLUTION BY BINDING ARBITRATION provision) will be null and void, and the dispute will be heard by a court. WAVE may amend or replace such unenforceable provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of WAVE as reflected in the original provision. Nothing in this Agreement or in the understanding of the parties confers upon the parties the status of agency, partnership, or other form of joint enterprise between the parties. WAVE will not be liable for delays, damages, or failures in performance because of causes beyond its reasonable control, including, but not limited to, acts of a government in its sovereign capacity, acts of war, terrorism, acts of a public enemy, fires, earthquakes, acts of God, labor disputes, strikes, work slow-downs or other labor-related activity.

[Download PDF](#)

Publish date 3/12/2019

Acceptable Use Policy

1. INTRODUCTION

Subscriber's access to WAVE's fiber-optic network ("Service") is subject to the terms of this Acceptable Use Policy ("AUP"). This AUP constitutes part of, is incorporated into, and should be read in conjunction with the General Terms and Conditions, which is incorporated into the Fiber Optic Service Agreement ("Agreement"). If Subscriber does not agree to all the terms and conditions of the AUP, including any future revisions, Subscriber shall not use the Service and must terminate Service immediately.

2. PROHIBITED ACTS

The following are examples of uses of the Service that violate this AUP.

- a) Abuse of email; Spamming. Mass emailing and "mail-bombing" (sending a mass email or deliberately sending excessively large attachments to one recipient) are prohibited. Business-class accounts may have different volume limitations, and usage will be judged by the type of account and the use. Forging email headers (transmission information) is prohibited. Using another computer without authorization to send email messages or to retransmit email messages for the purpose of misleading recipients as to the origin is prohibited. Use of email to harass or intimidate other users is prohibited. Violation of the CAN-SPAM Act of 2003 or of any state or federal law regulating email is a violation of this AUP, and WAVE reserves the right to seek damages and other available relief against Subscriber or any third parties as applicable. For purposes of this AUP, such violations are determined by WAVE at its sole discretion.

- b) Facilitating a Violation of this AUP. Subscriber is prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights, and pirate software.
- c) Illegal Activity; Tortious Conduct. Any use of the Service to violate any local, state, or federal law or regulation also violates this AUP. Prohibited activities include, but are not limited to:

Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive, or obscene materials;

Using the Service to deliver spyware, or secretly or deceptively obtain the personal information of third parties (e.g., phishing);

- Intentionally spreading computer viruses
- Exporting software or technical information in violation of US export control laws
- Gaining unauthorized access to private networks
- Engaging in the transmission of pirated software
- Unauthorized copying, distribution, or display of copyrighted material
- Conducting or participating in illegal gambling
- Soliciting for illegal pyramid schemes through email or USENET postings
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that Subscriber access through the Service
- Threatening, harassing, abusing, or intimidating others
- Engaging in activity, illegal or not, that WAVE determines in its sole discretion to be harmful to its subscribers, operations, or networks
- Making fraudulent offers of products, items, or services
- Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of WAVE

3. THIRD PARTY RULES

Subscriber may have access through the Service to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, social networking sites, or other services that promulgate rules, guidelines, or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP. WAVE reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

4. NETWORK MANAGEMENT

As permitted by law, WAVE may establish appropriate limitations on bandwidth, data storage, or other aspects of the Service by amending this AUP. Subscribers must comply with all such limitations prescribed by WAVE.

5. NETWORK SECURITY

It is Subscriber's responsibility to ensure the security of Subscriber's network and the Equipment that connects to the Service. Subscriber is required to take all necessary steps to secure and manage the use of the Service in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability. Failing to secure

Subscriber's system against abuse or fraudulent activity is a violation of this AUP. Subscriber is responsible for configuring and securing Subscriber's network and the Service to prevent unauthorized access to Subscriber systems and WAVE's fiber network. Subscriber is also responsible for any fraudulent activity that may occur due to Subscriber's failure to secure Subscriber network and the Service. Subscriber will be responsible if unknown third parties utilize the Service at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior, or engaging in any type of fraudulent conduct. Subscriber may not, through action or inaction (e.g., failure to secure Subscriber network), allow others to use Subscriber's network for illegal, fraudulent, or inappropriate uses, or any other disruptive, provoking, or abusive behavior that is in violation of the AUP.

6. RESPONSIBILITY FOR CONTENT

Subscriber is responsible for any content Subscriber offers or receives through the Service.

7. PASSWORD SECURITY

If applicable, Subscriber's password provides access to Subscriber's individual account. It is Subscriber responsibility to keep the password secure. Subscriber is responsible for any and all access to or use of the Service through Subscriber's account. Attempting to obtain another user's account password is prohibited.

8. REPORTING ACCEPTABLE USE ABUSE

Any party seeking to report a violation of this AUP may contact WAVE via email at fiberabuse@waverc.com.

9. REPORTING COPYRIGHT INFRINGEMENT

WAVE complies with the Online Copyright Infringement Liability Limitation Act of 1998. 17 USC 512 ("Act"). As required by the Act, WAVE has a policy that reserves its right to terminate Service to Subscribers who repeatedly infringe copyrights. If WAVE receives a determination that any Subscriber has infringed another's copyright through the use of WAVE's system or network, WAVE reserves the right to terminate Service to that Subscriber after receiving notice of any further copyright infringement by that Subscriber. WAVE accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

Mail:

Wave Rural Connect

WEBSITE ABUSE

PO Box 77

Ozark, AR 72949

Updated 3/3/2021