



## Internet Services Acceptable Use Policy

SCATUI's goal is to provide high quality Internet services ("service" hereafter) to its customers. SCATUI has adopted the following Acceptable Use policy to ensure the integrity of its service and to provide a high quality customer experience. By accessing SCATUI's Internet services, the Customer accepts the terms of this policy and agrees to be bound thereby. This policy is in addition to the restrictions contained in SCATUI's Internet Subscriber Application and Internet Services Terms and Conditions.

**Intended Use-** Each Internet service account is for one household or one business and the customer is responsible for unauthorized use of the account by third-parties. Customer will not resell or redistribute the service to others.

**System Disruption-** Customer will not use the service to disrupt or take any action that interferes with SCATUI's network or equipment, or that of SCATUI's customers. This includes, but is not limited to, altering IP addresses, mail bombing or mass mailing programs, or interfering with, inhibiting or degrading the use and operation of the service provided by SCATUI.

**Illegal or Fraudulent Use-**Customer will not use the service for any purpose that violates local, state or federal laws or that promotes illegal activity, including but not limited to, child pornography, obscene material, sale of illegal weapons, sale of illegal substances, material that violates hate crime laws, fraud, acts of terrorism, pyramid or ponzi schemes. Customer will not impersonate another user, falsify identifying information in any post or transmission in order to mislead or forge another's digital or manual signature.

**Threatening or Harassing Use-**Customer will not use the service to post or transmit any material that harasses, threatens, libels, defames, slanders, encourages bodily harm or unlawful destruction of property.

**Harm to Minors-** Customer will not use the service to harm or attempt to harm a minor, or to send pornographic, obscene or profane materials involving a minor.

**Spamming/Hacking-** Customer will not use the service for spamming (sending unsolicited messages, bulk e-mail or other solicitations). Customer will not alter, remove or forge email headers, or take any action to deceive the recipient of email as to the sender's true identity. Customer will not reference SCATUI in any email in order to mislead the recipient. Customer will not use the service to fraudulently or illegally access the accounts of others, penetrate the security measures of the service or other systems, or to disrupt the service or services of any other user, host, business or network. This includes attempting to access any unauthorized computer, system, network, business, account or any other proprietary material, or using any processes or programs to compromise the security of any of the foregoing, mail bombing or flooding, or any other activity that disrupts the service the services of any other user, host, business or network.

**Security and Viruses-** Customer must take appropriate security precautions for any device or system connected to the service. Customer must secure any wireless network devices (i.e. routers) connected to the service – unsecure wireless networks are subject to service termination as they are operating as a pseudo ISP. Customer will not transmit viruses, worms, Trojan horses, denial of service attacks or any other harmful software or code, bomb, key or bot. Customer must use standard practices to prevent harmful transmissions and to protect their computer system(s) and connected devices. SCATUI will take appropriate action for repeat harmful transmissions, up to and including termination of the service.

**Newsgroups and Chat Rooms-** Customer must abide by all rules and policies of any newsgroup, chat room or other interactive service with which it interacts. Flooding, bombing, use of automated programs such as bots or clones or other disruptive activity is prohibited.

**Copyright and Trademark Infringement-**Customer will not use the service to send, receive or use any data, files or information which infringes upon the patents, trademarks, copyrights, trade secrets or proprietary rights of another person or entity. SCATUI is registered under the Digital Millennium Copyright Act of 1998 (DMCA) to receive notices of copyright infringement by users of SCATUI's Internet services. SCATUI will take appropriate action for repeat infringements, up to and including termination of the service. Protected materials include, but are not limited to, digital music, movies, photographs, audio books and software.

### Enforcement & Violation

All usage of the service is under the discretion of SCATUI. SCATUI management will review all alleged violations of the policy on a case by case basis. Clear violations of policy, which are not promptly remedied by the relevant customer, may result in disciplinary action, including, but not limited to immediate termination of service and forfeit of all fees paid to date. An activation fee of \$99.00 will also be applied. A failure by SCATUI to enforce any provision in this policy shall not be construed as a waiver of any right to do so at a later date.

### Modifications and Revisions to Policy

SCATUI reserves the right to modify or revise this policy at any time without notice. Customer should regularly visit SCATUI's website to review this policy for modifications and revisions.

## Internet Services Terms and Conditions

The following Terms and Conditions shall apply to all users of SCATUI Internet Services (the "Services"). For the purposes of the Terms and Conditions, you will be referred to as the "Customer."

**1. BILLING:** Customer agrees to pay all charges to the Customer's account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable. The recurring monthly fee is due in accordance to the date of the Customer's monthly statement. Monthly fees are nonrefundable. The initial billing may include non-recurring installation charges including, but not limited to, equipment, inside wiring and other installation fees. Delinquent accounts are subject to immediate termination or suspension of Services at the sole discretion of SCATUI. If the customer discontinues Service or Service is disconnected, the Customer agrees to pay a reconnect charge before reconnection. An activation fee of \$99.00 will also be applied.

**2. INTENDED USE OF THE SERVICE:** Customer agrees not to use the Services in a manner prohibited by any federal or state law or regulation. Customer further agrees to adhere to SCATUI's Internet Services Acceptable Use Policy (AUP). Transmission of any material in violation of federal or state law or regulation, including but not limited to, any copyrighted material, material protected by a trade secret or material or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, is prohibited.

**3. INTERNET PROTOCOL (IP) ADDRESS:** IP addresses are not portable and are not assigned for independent administration or distribution. Customer understands the IP assignments are not guaranteed, and may be modified as required by SCATUI and/or the American Registry for Internet Numbers (ARIN). Customer cannot alter, modify or tamper with the IP connection assigned to Customer or any customer on the system.

**4. RESTRICTIONS:** Customer agrees to limit their use of the services to a single residence or business.

**5. INSIDE WIRING AND COMPUTER HARDWARE/SOFTWARE INSTALLATION:** Customer acknowledges that equipment or wiring problems at the premises or other operational impediments may preclude or delay delivery of Services. Customer acknowledges that the installation representative may require inside wiring to complete Services delivery for an additional fee or other hourly labor charge. Customer further acknowledges this charge will occur at the sole discretion of the installation representative. Customer acknowledges that SCATUI may need to install hardware and/or software on the customer computer. The customer agrees that SCATUI is not liable for any computer problems.

**6. DISCLAIMER OF LIABILITY:** THE SERVICES PROVIDED BY SCATUI ARE PROVIDED "AS IS." SCATUI MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT SCATUI EXERCISES NO CONTROL OVER THE NATURE, CONTENT OR RELIABILITY OF THE INTERNET OR THE INFORMATION PASSING THROUGH ITS NETWORK. NO ORAL OR WRITTEN INFORMATION OF ADVICE GIVEN BY SCATUI, ITS DEALERS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. SCATUI MAKES NO WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE INFORMATION AND/OR DATA RESIDING ON OR PASSING THROUGH ANY NETWORK. USE OF ANY INFORMATION OBTAINED FROM OR THROUGH SERVICES PROVIDED BY SCATUI WILL BE AT CUSTOMERS OWN RISK. CUSTOMER ACKNOWLEDGES THAT SCATUI IS NOT LIABLE FOR ANY ERRORS OR INTERRUPTIONS IN THE SERVICES, WHETHER WITHIN OR OUTSIDE THE CONTROL OF SCATUI. UNDER NO CIRCUMSTANCES SHALL THE CUSTOMER HOLD SCATUI RESPONSIBLE FOR ANY FORM OF DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES SUFFERED FROM, BUT NOT LIMITED TO ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICES CAUSED BY THE NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM ON THE PART OF THE CUSTOMER, SCATUI, OR A THIRD PARTY. CUSTOMER UNDERSTANDS THAT TELECOMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS WITHIN AND OUTSIDE OF THE DIRECT CONTROL OF SCATUI. UNDER NO CIRCUMSTANCES DO ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS. SCATUI RESERVES THE RIGHT TO REFUSE OR TERMINATE SERVICES TO A CUSTOMER FOR ANY VIOLATION OF A TERM OR CONDITION LISTED HEREIN OR A SUBSEQUENT MODIFICATION TO THESE TERMS AND CONDITIONS AS DETERMINED BY SCATUI.

**7. ENTIRE AGREEMENT:** These Terms and Conditions, together with the Acceptable Use Policy and Internet Subscriber Agreement, contain the entire agreement and understanding concerning the Services and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written or oral. Without prior notice to Customer, these Terms and Conditions may be modified at any time by SCATUI. The latest version of the Terms and Conditions may be found at SCATUI's website: [www.scatui.com](http://www.scatui.com). A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial and administrative hearings based upon or relating to the Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**8. ASSIGNMENT AND SUCCESSORS IN INTEREST:** All of the Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of Customer. Except as specially stated herein, neither these Terms and Conditions nor any of the rights, interests or obligations of Customer or SCATUI may be assigned. Any unauthorized assignment or delegation shall be null and void. Notwithstanding the foregoing, SCATUI may assign or otherwise transfer its rights and obligations to any affiliate (whether by purchase of stock or assets, merger, operation of law, or otherwise) of that portion of its business related to the subject matter hereof.

**9. VENUE/CHOICE OF LAW:** These Terms and Conditions shall be construed in accordance with the laws of the State of Arizona and the United States of America. Any claims or causes of action related to the Internet service must be instituted within one year after the claim or cause of action has arisen or will be barred.

**10. SEVERABILITY:** In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of these Terms and Conditions (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Terms and Conditions will remain in full force and effect.

**11. INDEMNIFICATION:** Customer shall indemnify and hold SCATUI harmless against all claims, losses, damages and liabilities sustained by SCATUI resulting from, arising out of, or connected with any breach of, or non-fulfillment of any representation, warranty, covenant or agreement made by or other obligation of Customer contained in these Terms and Conditions.