

## Broadcast Agreement: CMB Systems Internet Service Contract

1. **Parties:** This agreement is between CMB Systems Inc. ( PROVIDER ) and the party as specified in the application ( CUSTOMER ).
2. **INTERNET Services only:** This agreement covers INTERNET services only. Not covered by this agreement are hardware, communication lines and/or software for access to the INTERNET, although the provider can sell those to the CUSTOMER subject to a different contract. All hardware is covered by manufacture warranty only.
3. **Price change:** PROVIDER has the right to change the price of the services at any time with 30 days notice after the term of the contract has been fulfilled
4. **Start of services:** The Services will be provided within 3 business days of the signing of this contract provided that the CUSTOMER has the necessary wiring and equipment for connection to the Internet. At high demand times a schedule will be provided for installation and activation. The Schedule for line installation, equipment and software setup and services activation is an estimate only.
5. **Quality of Services:** PROVIDER will make the best efforts to provide quality and uninterrupted services.
6. **Fees:** CUSTOMER agrees to pay a monthly fee, a rental fee (if any), a usage fee (if any), and a web traffic fee (if any). The setup fee and first month fee is due upon sign up. CUSTOMER agrees to pay early termination fee of \$399 if he cancels before the expiration of the term of the contract. PROVIDER will waive the cancellation fee if the CUSTOMER sells their home and transfers contract and equipment to the new homeowner.
7. **Billing information updates:** CUSTOMER is responsible to provide to PROVIDER any changes to the billing information promptly. Billing information includes but is not limited to credit card information, address, phone, and checking account information.
8. **Policies:** CUSTOMER agrees to comply strictly with PROVIDERS "[Acceptable use policy](#)" and "[Copyright infringement Policy](#)". CUSTOMER understands that services are subject to immediate termination without compensation for non-compliance with the policies. Further, CUSTOMER will be responsible for the full amount of any tangible and intangible damages such non-compliance may cause. PROVIDER reserves the right to change the policies to reflect the dynamic nature of the Internet.
9. **Indemnification:** CUSTOMER shall indemnify, defend by counsel reasonably accepted by PROVIDER, protect and hold PROVIDER harmless from and against any and all claims, liabilities, losses, costs, damages, expenses, including consultants' and attorneys' fees and court costs, demands, causes of action, or judgments directly or indirectly arising out of or related to any services provided by PROVIDER to the CUSTOMER.
10. **Personal usage accounts:** All personal usage accounts are subject to the following restrictions:
  - a. Accounts are for personal use only.
  - b. Any kind of reselling, sharing, service providing to other parties, public use, hook up of servers, use of software for purposes other than Internet browsing etc. is strictly prohibited.
  - c. Violator's accounts will be upgraded without notice to a commercial plan or canceled without compensation.
11. **Right of refusal:** PROVIDER has the right to refuse services to anyone for any reason.

12. **Limited Liability:** PROVIDER shall not be liable under any circumstances for any special, consequential, incidental or exemplary damages arising out of or in any way connected with this agreement or the product installation, including but not limited to damages to structure, loss of profits, loss of use, lost data, phone bills, communication lines bills, loss of privacy, damages to third party even if PROVIDER has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claims based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise. Further, PROVIDER will not censor any content on the "INTERNET" but reserves the right to limit protocols for QOS (Quality of Service) purposes. It will be the CUSTOMER's responsibility for the usage of his account and any consequences of this usage.
13. **Refunds:** PROVIDER will not refund collected fees for services.
14. **Cut off period for billing errors:** CUSTOMER agrees that he has no rights to claim any billing errors for period earlier than 90 days from the date of the claim. All bills are final after 90 days.
15. **Billing and Non Payment Procedures:**
  - (a) CMB Systems will bill your credit card for your subscription beginning on the date your account is activated. All credit card payments will be treated the same as if payment was made by cash or check.
  - (b) Accounts are billed monthly, in advance. Use of your CMB Systems account will be considered authorization to bill your credit card for the next billing cycle, unless you cancel your subscription in the manner described below.
  - (c) In the event any charge or request for payment submitted by CMB Systems is refused or dishonored by the issuer of the credit card you designated for payment, or if you terminate the bank authorization, CMB Systems may, in its sole discretion, without any further notice of demand, immediately terminate your subscription and rights of access. You will remain personally liable for the obligation to pay CMB Systems for any charges which are dishonored by your credit card issuer or bank, and agree to reimburse CMB Systems for all costs it may incur in collecting any past-due amounts, including legal fees and costs.
16. **Entire Agreement:** This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior and contemporaneous, oral or written representations, communications, understandings and agreements between the parties with respect to the subject matter hereof, all of which representations, communications, understandings and agreements are hereby canceled to the extent they are not specifically merged herein. The parties acknowledge and agree that neither of the parties is entering into this Agreement on the basis of any representations or promises not expressly contained herein.
17. **Waiver:** Performance of any obligation required of a party there-under may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein. The waiver by either party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this Agreement.
18. **Separability:** If any provision of this Agreement shall be unlawful, void, or for any reason, unenforceable, it shall be deemed separable from, and shall in no way affect the validity or enforceability of, the remaining provisions of this Agreement, which shall remain valid and enforceable according to its terms.
19. **Governing Law:** This Agreement was entered into in the State of North Carolina and its validity, construction, interpretation and legal effect shall be governed by the laws and judicial decisions of the State of North Carolina applicable to contracts entered into and performed entirely within the State of North Carolina.

20. **Authority to Execute:** Each of the parties to this Agreement represents and warrants that it has full power to enter into this Agreement and that it hasn't assigned, encumbered, or in any manner transferred all or any portion of the claims covered by this Agreement.
21. **Benefit of Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and except as otherwise provided herein, their respective legal successors and permitted assigns.
22. **Cumulative Remedies:** Except as specifically provided herein, no remedy made available to either party hereunder is intended to be exclusive of any other remedy provided hereunder or available at law or in equity.
23. **No Partnership or Agency:** Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency, employment relationship, franchise relationship or taxable entity between the parties, nor shall either party have the right, power or authority to create any obligations or duty, express or implied, on behalf of the other party hereto, it being understood that the parties are independent contractors to one another.
24. **No Third Party Beneficiaries:** Nothing contained in this Agreement, express or implied, shall be deemed to confer any rights or remedies upon, nor obligate any of the parties hereto, to any person or entity other than such parties, unless so stated to the contrary.
25. **Excused Performances:** PROVIDER shall not be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of the Services, resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labor disputes and disturbances, fire, transportation contingencies, shortages of facilities, fuel, energy, labor or materials, or laws, regulations, acts or order of any government agency or official thereof, other catastrophes, or any other circumstances beyond Provider's reasonable control. In the event of any such delay or failure, the parties shall defer performance of the Services to a date and time mutually agreeable.
26. **Captions:** The section headings and captions contained herein are for reference purposes and convenience only and shall not in any way affect the meaning or interpretation of this Agreement.
27. **Gender:** Where the context so requires, the masculine gender shall include the feminine or neuter, and the singular shall include the plural and the plural the singular.
28. **Recitals:** The recitals above set forth are incorporated herein by reference.
29. **Arbitration:** Any dispute arising under this agreement shall be resolved by binding arbitration in the city of Sylva, NC and under the rules of the American Arbitration Association.
30. CMB Systems has the right to scan its IP and all IP address space that it controls and or routes, for security vulnerabilities.
31. CMB Systems provides Commercial Wireless Services for those CUSTOMERs needing to provide server-based service over Wireless for their CUSTOMERs, staff or partners. This includes mail, web, ftp and similar 'hosting' of content on Wireless. Residential Wireless service 'hosting' is not allowed and CUSTOMERs found providing server-based services on a Residential Wireless service will have their service upgraded to the equivalent Commercial Wireless Service. CMB Systems also reserves the right to implement network controls to prevent this unauthorized usage of Residential Wireless service.
32. Dynamic IP Wireless users must allow ICMP traffic from CMB Systems servers to reach the CUSTOMER's network devices and return to CMB Systems' servers. CMB Systems uses ICMP or "ping" traffic to determine network availability and to provide IP addresses via DHCP. If a CUSTOMER does not enable CMB Systems to use ICMP to test CUSTOMER connectivity, Wireless connectivity may be affected, and CMB Systems will not be liable for the resulting outage.

CMB Systems does not claim or guarantee compatibility of customer provided IP telephones or IP cameras with our wireless system. Users take on the responsibility to support any additional network infrastructure. CMB Systems is in no way responsible for additional network infrastructure, and additional charges may apply if CMB Systems support is required

I \_\_\_\_\_ agree to 24 consecutive monthly payments as chosen below plus a onetime \$799 buydown. It is also agreed that at the fulfillment of this contract the equipment is still the property of the PROVIDER and may not be removed, modified or reused by the CUSTOMER without sole permission of the PROVIDER.

PLAN	SPEED	MONTHLY*
Premium	100 Mbps	124.99
Mega	200 Mbps	179.99
Ultra †	500+ Mbps	229.99
Plus applicable state and local taxes.*		
† Where available.		

All plans have a \$99 installation fee.  
 All plans include a \$799 buydown cost and a \$9.99 monthly equipment lease.  
 All services are shared bandwidth.  
 Dedicated bandwidth service available upon request.

I \_\_\_\_\_ agree to consecutive monthly payments of \$19.99 per month\* for a static public IP : \_\_\_\_\_ in addition to the monthly service contract. \_\_\_\_\_ Initial

Upon expiration, service will continue month to month until it is cancelled.

**Customer**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**CMB Systems, Inc.**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PHYSICAL LOCATION OF EQUIPMENT** (Please fill out **ALL** fields)

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Local Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**BILLING ADDRESS (IF DIFFERENT)**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Equipment Used (to be filled by the PROVIDER)**

Type: \_\_\_\_\_ SN# \_\_\_\_\_

Type: \_\_\_\_\_ SN# \_\_\_\_\_

Type: \_\_\_\_\_ SN# \_\_\_\_\_

Type: \_\_\_\_\_ SN# \_\_\_\_\_

Type: \_\_\_\_\_ SN# \_\_\_\_\_

Type: \_\_\_\_\_ SN# \_\_\_\_\_

Type: \_\_\_\_\_ SN# \_\_\_\_\_

Type: \_\_\_\_\_ SN# \_\_\_\_\_

# Recurring Payment Authorization

Being the cardholder/account holder, by signing below I understand and agree to pay and specifically authorize CMB Systems, Inc. to charge/debit the listed below account in accordance with the signed service agreement. I further agree that in the event my Credit Card / Bank Account becomes invalid, I will provide CMB Systems, Inc. with a new valid Credit Card or Bank Account on time.

**Please complete the information below:**

I \_\_\_\_\_ authorize CMB Systems, Inc to charge/debit my account on  
(name)

the 1<sup>st</sup>. of each month, or by my billing due date for payment of my bill and at any time for the payment of any outstanding balances owed.

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**Credit Card**

<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard
<input type="checkbox"/> Amex	<input type="checkbox"/> Discover
Cardholder Name	_____
Account Number	_____
Exp. Date	_____
CVV	_____
(3 or 4 digit number on back/front of card)	

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

I agree to notify the business of any changes in my account information or termination of this authorization 15 days prior to the next due date of the charges. For ACH debits to my checking/savings account, I understand that because this is an electronic transaction, these funds may be withdrawn from my account each month as soon as the above noted transaction date.

I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I will not dispute the company's recurring billing with my bank or Credit Card Company; so long as the transaction corresponds to the terms indicated in this agreement. Account may be subject to early termination fee and such can be collected from the authorized account prior to account termination.

# Copyright Infringement Policy

The Digital Millennium Copyright Act available online here:

<http://lcweb.loc.gov/copyright/legislation/hr2281.pdf>

signed into law on October 28, 1998, amended the copyright law to provide regulations for the Internet. CMB Systems is committed to strictly apply this new law as well as all other applicable laws and regulations in its everyday practice.

- CMB Systems strictly prohibits any and all of the following: copyright, trademark, patent, trade secret or other intellectual property infringement, including but not limited to using any copyrighted names, text or images, offering pirated computer programs or links to such programs, serial or registration numbers for software programs, copyrighted music, etc.
- All CMB Systems clients are hereby advised that they can be held legally liable for the content of their web pages and may be held legally accountable if their web pages include material protected by copyright, trademark, patent or trade secret laws without the permission of the owner.
- CMB Systems will not review the content of customer's web pages. The customer is solely responsible for everything contained in his (her) web pages. CMB Systems will not verify, endorse or otherwise control the contents of any of customer's web pages. All opinions and views expressed at the web sites belong to the respective owner and are NOT supported by WISP Network.
- By using CMB Systems services, the customer agrees to indemnify and hold harmless CMB Systems for any loss, liability, claim, damage, attorney's fees and other expenses arising from or in connection with the contents of customer's web pages.
- CMB Systems shall not be liable under any circumstances for any special, consequential, incidental or exemplary damages arising out of or in any way connected with CMB Systems services, including but not limited to damages for copyright infringements, lost profits, loss of use, lost data, loss of privacy, damages to third party, even if CMB Systems has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any claims based upon principles of contract, warranty, negligence or other sort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise.
- CMB Systems reserves the right to terminate the services without compensation if it believes in good faith that there is a copyright infringement. CMB Systems will make such decisions at its sole discretion.
- CMB Systems has a special agent designated to handle all copyright issues, registered with the Government Register of Copyrights as required by the law.
- All inquiries about copyright infringement should be forwarded to CMB Systems agent. The agent's name and contact information is listed here:  
<http://lcweb.loc.gov/copyright/onlinesp/list/>
- All complaints must provide all the information requested by the law and including the following:
  - Contact information.
  - Statement from the copyright holder or its representative that in good faith, the information is believed to be infringing.
  - A signature or equivalent from the copyright holder
  - A list identifying the works potentially being infringed upon
  - Information about the location of the infringing material that the copyright holder seeks to be removed/blocked, with sufficient details to allow the removing/blocking.
  - Statement from the person complaining that the information supplied is accurate, and, under penalty of perjury, that the person complaining is authorized to be making the complaint.
- Upon receiving of complaint, CMB Systems' agent will decide within 7 days whether there is an obvious copyright infringement. If this is the case CMB Systems will terminate the services ( close the account ) in accordance with item 6. Customer will be notified by e-mail about the complaint and the termination action.

- If there is not obvious copyright infringement the agent will pass the complaint to the CMB Systems' customer and will temporarily put the services on hold. In this case the customer has two options - to defend the case or to give it up.
  - Defending the case. Customer must pay \$80 processing fee to CMB Systems and deposit \$5,000 retainer for CMB Systems potential legal expenses in accordance with item 4. Customer must provide counter-notice in writing containing:
    - contact information
    - statement that the original complaint is groundless and reasons why.
    - consent to a jurisdiction in a federal court.
    - consent in writing to pay the above fees and to pay all legal fees for CMB Systems (if any) in accordance with item 4. above.

CMB Systems agent will pass the counter-notice to the copyright holder. If both parties reach an out of court resolution CMB Systems will act in accordance with such resolution. If a lawsuit is filed within 21 days the account will remain on-hold until a judgment or settlement is achieved. If no lawsuit is filed within 21 days from the date of the original complaint, the account will be re-activated. The \$80 processing fee is not refundable. Any unused portion of the \$5,000 retainer is refundable within 7 days from the resolution of the case.

- Giving up the case. This is the default option. CMB Systems will close customer's account if it doesn't hear from the customer within 7 days from the notice or if the customer fails to deposit the appropriate fees as per item 11.1. CMB Systems will notify both the customer and the copyright owner that the content subject to the complaint has been removed permanently from its servers.

- CMB Systems will not provide customer with any compensation for down time or termination of the account. Prepaid accounts will not be prorated. No refunds. CMB Systems will waive the setup fee, if the account needs to be re-activated.
- CMB Systems will keep a log of all copyright infringement complaints.
- CMB Systems will deny services unconditionally to anyone who is considered as a repeated offender of the copyright laws.
- CMB Systems will collaborate with other Internet Service Providers to the full extent of the law in order to reduce copyright infringement on the Internet.
- CMB Systems will notify all its existing customers about this document by an one-time e-mail. New customers will be notified about this document by the welcome letter and at the subscription form.
- This policy does not replace the [Service Agreement](#), and [Acceptable Use Policy](#) (AUP) which shall remain in full force.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# Acceptable Use Policy

## 1. Introduction

CMB Systems' Acceptable Use Policy is intended to help enhance the use of the Internet by preventing unacceptable use. All users of CMB Systems' Internet Services must comply with this policy. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary Web sites. However, in accordance with our Internet Service Agreement we may remove any materials, that in our sole discretion, may be illegal, may subject us to liability, or which may violate this Acceptable Use Policy. CMB Systems may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this Acceptable Use Policy may result in the suspension or termination of either your access to the Services and/or your CMB Systems account. This Acceptable Use Policy should be read in conjunction with our Internet Service Agreement and other policies. If you do not agree to comply with all of our policies, you must immediately stop use of the Service and notify CMB Systems so that your account may be closed.

## 2. Violations of CMB Systems' Acceptable Use Policy

The following constitute violations of this Acceptable Use Policy:

- a. **Illegal Use.** Using the Services to transmit any material (by email, uploading, downloading, posting or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- b. **Harm to Minors.** Using the Services to harm, or attempt to harm, minors in any way.
- c. **Threats.** Using the Services to transmit any material (by email uploading, downloading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. **Harassment.** Using the Services to transmit any material (by email, uploading, downloading or otherwise) that harasses another.
- e. **Sexually Explicit Material.** Using the Services to transmit any material (by email, uploading, downloading or otherwise) that contains explicit or graphic descriptions or accounts of sexual acts including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals.
- f. **Discrimination.** Using the Services to discriminate against, victimize, harass, degrade or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
- g. **Libel or Defamation.** Using the Service to make libelous or defamatory remarks about another person or entity.
- h. **Fraudulent Activity.** Using the Services to make fraudulent offers to sell or buy products, items or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," "chain letters," and other forms of business fraud.
- i. **Forgery or Impersonation.** You may not impersonate any person or entity, including any employee or representative of CMB Systems. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person or entity by using forged headers or other identifying information is prohibited.
- j. **Unsolicited Commercial Email/Unsolicited Bulk Email.** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email (also known as "Spamming"). Users may not transmit such email even if the transmission provides an electronic mail address to which the recipient may send a request for declining such electronic mail. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, is prohibited.
- k. **Unauthorized Access.** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of CMB Systems' or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- l. **Copyright or Trademark Infringement.** Using the Services to transmit any material (by email, uploading, downloading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- m. **Collection of Personal Data.** Using the Services to collect or attempt to collect, personal information about third parties without their knowledge or consent. All Users further agree they will not attempt to collect or use any personal information from a minor (anyone under 18 years old) without appropriate prior verifiable parental consent.
- n. **Reselling the Services.** Reselling the Services without CMB Systems' authorization. The Services are for your use only.
- o. **Network Disruptions and Unfriendly Activity.** Using the Services for any activity, which adversely affects the ability of other people or systems to use CMB Systems' Services or the Internet. This includes "denial of service" attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. This includes but is not limited to software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or damage or obtain unauthorized access to any data or information of any third party. It is the User's responsibility to ensure that their network is configured in a secure manner. A User may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A User may not permit their network, through action or inaction, to be configured in such a way that gives a third party, the capability to use their network in an illegal or inappropriate manner.
- p. **News.** CMB Systems' Users should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, and FAQ's or community standards describing what is and is not considered appropriate. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups.
- q. **Excessive Bandwidth Use.** Using excessive bandwidth beyond the allotted web space, use of servers other than CMB Systems' servers and hosting websites which are not hosted by CMB Systems. CMB Systems reserves the right to monitor bandwidth use of its customers and may suspend or terminate the account of any customer using excessive bandwidth, servers other than CMB Systems or hosting websites which are not hosted by CMB Systems. If a customer exceeds their allotment of traffic, CMB Systems may suspend or terminate use of the services immediately.
- r. **Compromising Security.** Using or distributing tools designed or used for compromising security, which includes but is not limited to: password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited.
- s. **Network content or services to others.** Running programs or servers from a customer's premises which provide network content or any other

services to others. Examples include but are not limited to: peer-to-peer file sharing, mail, ftp, http, game, newsgroup, proxy, IRC servers and multi-user interactive forums.

**3. Reporting Violations of CMB Systems' Acceptable Use Policy**

CMB Systems requests that anyone who believes that there is a violation of this Acceptable Use Policy please report such information to CMB Systems Internet Services Customer Service, 92-1 Hwy 64 West, Cashiers North Carolina 28717.

CMB Systems may take any one or more of the following actions in response to complaints:

- Issue warnings: written or verbal
- Suspend a customer's newsgroup posting privileges
- Suspend a customer's account
- terminate a customer's account
- bill a customer for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations
- report any violations to the appropriate legal authorities

**4. Indemnification**

You agree to indemnify, defend and hold harmless CMB Systems Internet Services, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Acceptable Use Policy by you. Each of these individuals or entities shall have the right to assert and enforce the provisions directly against you on its own behalf. This provision shall survive the termination of your service.

**5. Modifications to this Acceptable Use Policy**

CMB Systems reserves the right to modify or amend this Acceptable Use Policy, our Terms of Service and our other policies and agreements at any time and in any manner. Notice of any modification or amendment will be posted and/or distributed in accordance with the Internet Service Agreement.

Questions about this policy should be sent via e-mail to [support@cmbssystems.net](mailto:support@cmbssystems.net)

Reports of activity in violation of this policy may be sent in e-mail to [abuse@cmbssystems.net](mailto:abuse@cmbssystems.net).

Signature: \_\_\_\_\_

Date: \_\_\_\_\_