



INTERNET ACCEPTABLE USE POLICY

This acceptable use policy ("AUP" or "Policy") is a key component of any contract with New Wave for its services. It's important to read and adhere to this policy. New Wave can modify this policy periodically or as described below. The most recent version of this policy is available at <https://www.newwavebb.com>.

New Wave Broadband, also known as La Harpe Communications Inc., has created an Acceptable Use Policy (AUP) for subscribers of its internet access service, voice-over-IP telephone service, and other internet-related services ("the service"). The AUP provides guidelines for what is considered acceptable and unacceptable use of the service. It is part of the agreement between New Wave and its subscribers and is included in New Wave's terms and conditions for the service, which can be found at <https://www.newwavebb.com>. All subscribers and anyone using or accessing the service are required to comply with this AUP.

New Wave advocates for the unrestricted sharing of information and ideas on the internet, as detailed in the New Wave open internet statement and policy. You can find this at <https://www.newwavebb.com>. You can only use the service legally and appropriately. Any online activities carried out via the service must comply with all relevant laws and regulations and must not infringe on the rights of New Wave or any third party.

Banned Uses of The Service

To keep things fair for all New Wave subscribers, these activities are not allowed:

1. **Illegal Or Inappropriate Use of The Service** - You must not use the service for unlawful activities or in ways that could harm, overload, or disable any New Wave property. Avoid interfering with our network or disrupting other users' experiences.
 - I) Do not attempt to evade charges or payments. Avoid bypassing any security measures, such as unauthorized data access, logging into unauthorized servers, or testing the security of other networks.
 - II) Do not disrupt services to any user, host, or network. This includes overloading networks, deliberately overloading services, attempting to crash a host, or using programs or messages that disrupt a server or user session.
 - III) The service is meant for active and periodic use. Do not use the service for standby purposes or to maintain a connection. Pinging is prohibited.

2. **Network Resources Usage** - Overuse or misuse of New Wave's network resources can impact other users. You must not perform actions that excessively consume system resources or degrade network performance, as determined by New Wave. This includes hosting high-traffic web server sites, constant streaming video or audio upload/download, net hosting, or continuous ftp upload/download. If you violate these terms, New Wave may limit your network access, increase service fees, upgrade you to a higher class of service, or suspend or terminate your service. In the case of service termination, all relevant termination charges will apply.



3. **Intellectual Property Infringement** - Don't use the service to store, transmit, or receive material that violates patents, trademarks, trade secrets, copyrights, or other intellectual rights. This includes unauthorized copying of copyrighted material, digitizing and distributing copyrighted photos, and unauthorized transmission of copyrighted software.
 - I) a customer gets more than one notice of alleged copyright infringement, we may consider them a "repeat copyright infringer". New Wave has the right to close the accounts and block service access of repeat copyright infringers.
 - II) Also, customers can't use the service to interfere with any technical measures that New Wave uses to ensure compliance with this policy.
4. **Unacceptable Content** - The service must not be used to share, promote, store, or distribute illegal, harmful, threatening, abusive, harassing, defamatory, hateful, obscene, or inappropriate material. This includes any activity breaching criminal law, causing civil liability, or violating any local, state, national, or international law, order, rule, or regulation. If New Wave becomes aware of any connection to child pornography or the solicitation of minors, law enforcement will be informed and fully supported.
5. **Prohibited Activities – Spamming, Junk Email, and Privacy Invasion:** Using the service to send or promote any unauthorized or unsolicited advertisements, telemarketing efforts, promotional materials, "junk mail," unsolicited bulk or duplicate emails, commercial emails, fax broadcasting or blasting, or any activities that infringe on another's privacy (collectively known as "spam") is not allowed. An email may be deemed "unsolicited" under this Acceptable Use Policy (AUP) if:
 - I) The sender lacks a personal or customer relationship with the recipients, which is how the email addresses were obtained,
 - II) The recipients did not consent to receive communications from the sender, or
 - III) The recipients have opted out of receiving communications from the sender when given the opportunity.
6. **Fraudulent Activity** - Don't use the service for fraudulent offers to sell or buy products, items, or services, or for financial frauds such as "pyramid schemes," "Ponzi schemes," or "chain letters." Don't use methods to hide the source of any email or other communication.
7. **Impersonation** - Don't use the service to imitate any person or entity. Don't falsely state your affiliation with any person or entity or create a false identity to trick others. This includes using invalid headers, non-existent domain names, or other misleading addressing methods. You can't alter or forge the mac or Ip addresses of the network equipment or systems used by New Wave to provide the service.
8. **Software Viruses** - Don't use worms, trojan horses, time bombs, cancel-bots, corrupted files, or any other destructive code. Don't disrupt the use of or interfere with others' ability to use the service or any connected network, system, service, or equipment.
9. **Collecting Information** - Don't use the service to store or collect personal information about third parties without their knowledge and consent.



10. **Newsgroups** - Use your best judgment when posting to any newsgroup. Abide by any charters, guidelines, FAQs, or “community standards”. Don't post or list off-topic articles or send unsolicited mass emails to ten or more people if it could provoke complaints. New Wave reserves the right to cancel any postings that violate this (AUP).
11. **Use Of Your Account by Others** - Don't allow others to use the service for illegal or improper activities, or for any purpose prohibited by this acceptable use policy (AUP). Ensure your network doesn't allow a third party to use the service improperly or in violation of this (AUP).
12. **Reselling** - Don't reproduce, duplicate, copy, sell, provision, resell, rent, lend, pledge, transfer, distribute, or exploit any part of the service without prior written consent from New Wave.
13. **Forging of Headers** - Don't forge or misrepresent message headers to hide the originator of the message.
14. **Hacking** - Don't illegally access, or access without authorization, computers, accounts, equipment, or networks belonging to another party, or attempt to penetrate system security. This includes activities that may be used to attempt system penetration.
15. **Facilitating A Violation of This Policy** - Don't advertise, transmit, or make available any software, product, or service that violates this agreement. This includes facilitating spam, ping, flooding, mailbombing, denial of service attacks, and software piracy.
16. **Export Control Violations** - Don't use the service for the transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. export administration regulations and executive orders.
17. **Other Illegal Activities** - Don't use the service in violation of any law or regulation. This includes advertising, transmitting, or making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.

ILLEGAL AND FRAUDULENT ACTIVITY

1. You agree that New Wave may cooperate with investigations into potential illegal activity or security violations at other sites. This includes working with law enforcement authorities in investigating suspected criminal violations. Subscribers who breach system or network security may face criminal and/or civil charges. If New Wave suspects service abuse, fraud, network interference, or violation of the (AUP) or Terms, your service can be suspended or terminated immediately. If New Wave believes such abuse or fraud contravenes the law, it may inform the relevant authorities. You must cooperate with New Wave during fraud investigations and use any fraud prevention measures we prescribe. Failure to cooperate could make you liable for all fraudulent usage.
2. Don't share your User ID or password with anyone else. If you do, you'll be solely responsible for their actions. It's forbidden to delete, examine, copy, or change files and/or data belonging to other users without their permission. If you're asked to stop using excessive system resources and you continue, this is not allowed. Any unauthorized deliberate action causing damage,



disruption, or malfunction to a computing system, regardless of the system's location or disruption duration, is a violation.

Acceptable Use Policy (AUP) Violations

1. If you break the Acceptable Use Policy (AUP), New Wave may limit your access, increase your service fees, upgrade you to a higher service level, or suspend or terminate your service immediately. If your service is ended, termination charges apply. New Wave can apply any legal rights or remedies in addition to those stated here. If New Wave overlooks an AUP violation, it doesn't mean we'll overlook future violations. This AUP should be read along with the Terms of Service and other policies on our website. New Wave can, but doesn't have to, monitor or restrict any service uses it thinks violates this AUP, the Terms of Service, or the law. You're responsible for all content you send or receive, and for any misuse of your account by others.
2. Violations of this AUP may lead to removal of the offending material; temporary or permanent filtering; blocked access; suspension or termination of service; or other action as New Wave sees fit. We can take these actions at any time, without warning. If we suspect criminal activity, we may involve law enforcement. Violators may face civil or criminal penalties under the law. No refunds or credits are given for actions taken due to AUP violations. You're responsible for any damages we incur or amounts we must pay related to your AUP violation, including damages paid to third parties and reasonable attorney's fees.

PRIVACY, SERVICE MONITORING, POLICY MANAGEMENT

New Wave is not obligated to oversee the Service or its usage. However, it may do so at its discretion. New Wave has the right, but not the obligation:

1. To eliminate any content without notice, and
2. To disclose information about your use of the Service at its discretion. This could be to comply with legal requirements, to run and deliver the Service efficiently, or to protect New Wave's and its subscribers' interests. New Wave may also block or allow different types of traffic to protect its customers and network, without limitation.

REPORTING VIOLATIONS

If you spot any violations of this Acceptable Use Policy (AUP), let us know. You can reach us at support@newwavebb.com or via mail at P.O. Box 100, La Harpe, Kansas 66751. Include the IP address used and the date and time, if possible. We'll take it from there and may issue a warning, suspend the account, or even seek legal action.

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe your copyright has been infringed upon, send us your claims at support@newwavebb.com or via mail to P.O. Box 100, La Harpe, Kansas 66751; or at our office @ 109 W. 6th St., La Harpe, Kansas 66749.

REVISIONS, RESERVATION OF RIGHTS



We have the right to change this Acceptable Use Policy (AUP) or any other policy at any time. Changes will take effect ten (10) days after we post them on our website. If you continue to use the Service after that, you agree to the new terms. It's your job to keep up with any changes.

INTERPRETATION

This Acceptable Use Policy (AUP) serves as a guide. If you do anything that breaks laws, regulations, or the general accepted norms and ethics of the internet, even if it's not specifically mentioned here, it's not allowed. We may prohibit any activity that we believe could harm our reputation or affect our ability to provide services.

INDEMNIFICATION

You agree to protect us against any claim, liability, loss, damage, cost, or expense that might come from your use of the Service, any materials you download or upload, or any actions you take connected to your use of the Service. This includes any violation of third-party rights, any violation of law or regulation, or any breach of this Agreement. This section doesn't limit or exclude any other claims or remedies that New Wave may pursue under this Agreement, the applicable Terms, or by law.