



ACCEPTABLE USE POLICY

The Conway Corporation Cable Modem, Passive Optical Network and WiFi Acceptable Use Policy describes to all Users what they can and cannot do while using the Conway Corporation public network.

Cable Modem and Passive Optical Network Access to the Service

Internet access is a service provided by Conway Corporation via the cable infrastructure. All subscribers or customers that use the Services must agree to and must comply with this AUP. Your access to the Service is completely at the discretion of Conway Corporation and we may remove, block, filter, or restrict by any other means the transmission of any material or use of the Services at any time for any reason including, but not limited to, violation of this Agreement if Conway Corporation determines, in its sole discretion, that such transmission or use may be unlawful. Conway Corporation will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Conway Corporation at any time has the authority to revise this Agreement. You accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time. In addition, violation of this AUP may result in the suspension or termination of the internet services provided to you by Conway Corporation.

Public WiFi Access to the Service

Wifi and internet access is a free public service provided by Conway Corporation. All subscribers or customers that use the Services must agree to and must comply with this AUP. Your access to the Service is completely at the discretion of Conway Corporation and we may remove, block, filter, or restrict by any other means the transmission of any material or use of the Services at any time for any reason including, but not limited to, violation of this Agreement if Conway Corporation Wireless determines, in its sole discretion, that such transmission or use may be unlawful. Conway Corporation will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Conway Corporation at any time has the authority to revise this Agreement. You accept this Agreement each time you use the Service and it is your responsibility to review it for any changes each time. In addition, violation of this AUP may result in the suspension or termination of the internet services provided to you by Conway Corporation.

The following constitute violations of this AUP:

Spamming and Invasion of Privacy

Sending of unsolicited bulk and/or commercial messages over the internet using the Service or using the Service for activities that invade another's' privacy.

Intellectual Property Right Violations

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.

www.conwaycorp.com/sites/default/files/InfringementPolicy.pdf.

Obscene or Indecent Speech or Materials

Using Conway Corporations network to advertise, solicit, transmit, store, post, display, or otherwise make available obscene or indecent images or other materials. Conway Corporation will notify and fully cooperate with law enforcement if it becomes aware of any use of the Service in any connection with child pornography or the solicitation of sex with minors.

Defamatory or Abusive Language

Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another.

Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Hacking

Accessing illegally or without authorization computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity. Distribution of internet Viruses, Trojan Horses, or Other Destructive Activities Distributing information regarding the creation of and sending internet viruses, worms, Trojan Horses, pinging, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the Node or any connected network, system, service, or equipment.

Facilitating a Violation of this Agreement of Use

Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate this Agreement, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.

Export Control Violations

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.

Other Illegal Activities

Using the Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.

Resale

The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale.

Notice of Violations of the AUP

Conway Corporation requests that anyone who believes that there is a violation of the AUP direct the information to comments@conwaycorp.net.

Agent to Receive Notification of Copyright Infringement Claims

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material posted on internet sites infringes their rights under U.S. copyright law. If you believe in good faith that items, information or other materials appearing on the Service infringes your copyright, you (or your agent) may send Conway Corporation DMCA Designated Agent a notice requesting that the item, information or material be removed, or access to it blocked. You can contact Conway Corporation Designated Agent at: dmca@conwaycorp.com.

Disclaimer

You acknowledge (i) that the Service may not be uninterrupted or error free; (ii) that viruses or other harmful applications may be available through the Service; (iii) that Conway Corporation does not guarantee the security of the Service and that unauthorized third parties may access your computer or files or otherwise monitor your connection; (iv) that Conway Corporation and that its Hosts ability to provide the Service without charge is based on the limited warranty, disclaimer and limitation of liability specified in this Section and it would require a substantial charge if any of these provisions were unenforceable. THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED ON OR IN

CONNECTION WITH THE SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE CONTENT OR SERVICE AND THE OPERATION, CAPACITY, SPEED, FUNCTIONALITY, QUALIFICATIONS, OR CAPABILITIES OF THE SERVICES, GOODS OR PERSONNEL RESOURCES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY CONWAY CORPORATION OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

No Consequential Damages

UNDER NO CIRCUMSTANCES WILL CONWAY CORPORATION, ITS HOSTS, THEIR SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER, ITS APPOINTEES OR ITS OR THEIR CUSTOMERS (INCLUDING, BUT NOT LIMITED TO, UNAUTHORIZED ACCESS, DAMAGE, OR THEFT OF YOUR SYSTEM OR DATA, CLAIMS FOR LOSS OF GOODWILL, CLAIMS FOR LOSS OF DATA, USE OF OR RELIANCE ON THE SERVICE, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, OR DAMAGE CAUSED TO EQUIPMENT OR PROGRAMS FROM ANY VIRUS OR OTHER HARMFUL APPLICATION), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY THAT CONWAY CORPORATION OR ITS HOSTS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED \$100. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET FORTH IN THIS SECTION WILL NOT APPLY ONLY IF AND TO THE EXTENT THAT THE LAW OR A COURT OF COMPETENT JURISDICTION REQUIRES LIABILITY UNDER APPLICABLE LAW BEYOND AND DESPITE THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS.

Indemnity

You agree to indemnify and hold harmless Conway Corporation, its Hosts, and its and their suppliers and licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation reasonable attorney's fees) arising out of or related to your use of the Service, any materials downloaded or uploaded through the Service, any actions taken by you in connection with your use of the Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this agreement. This Section will not be construed to limit or exclude any other claims or remedies that Conway Corporation may assert under this Agreement or by law.

Mediation

The parties agree to use their best efforts to resolve any disputes that may arise out of the operation of this Agreement amicably to avoid the expense of litigation. In the event a situation arises where the parties are unable to resolve a disputed issue, then the parties shall pursue nonbinding mediation. The parties agree, in good faith, to commit the resources necessary to mediate the matter in accordance with procedures to be established by the mediator. The mediator shall be chosen by agreement of the parties and the expense shared equally. The Parties further agree that all actions or proceedings arising directly or indirectly from this Agreement shall be commenced and litigated only in the Circuit Court of Faulkner County, Arkansas. The Parties hereby expressly consent to the jurisdiction over them of the above listed courts, in all actions or proceeding arising directly or indirectly from this Agreement. All disputes shall be based on Arkansas law

Interpretation

This Agreement shall not be construed as creating a partnership, joint venture, agency relationship or granting a franchise between the parties. This Agreement will be governed by and interpreted in accordance with Arkansas law, excluding its conflict of law principles. Except as otherwise provided above, any waiver, amendment or other modification of this Agreement will not be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Conway Corporation performance of this Agreement is subject to

existing laws and legal process, and nothing contained in this Agreement shall waive or impede Conway Corporation right to comply with law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by Conway Corporation with respect to such use. This Agreement constitutes the complete and entire statement of all terms, conditions and representations of the agreement between you and Conway Corporation with respect to its subject matter and supersedes all prior writings or understanding.

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