

Midwest Technology, Inc. Wireless Internet Acceptable Use Policy /Terms of Service

This Acceptable Use Policy / Terms of Service defines the actions prohibited by users of Midwest Technology, Inc. wireless internet service. We reserves the rights to terminate without prior warning the service of users found to be in violation of this policy or applicable law, pursuant to 17 U.S.C. § 512(i). We also reserve the right to modify the Policy at any time. Notice of change will be provided in our office. The most up to date terms will always be available via the website (once website created).

Service Commitment and Equipment Ownership

Midwest Technology internet service is provided on a month to month basis, with no guaranteed commitment term required by either party. All equipment (including but not limited to wireless radios, antennas, routers, and power injectors) remains the property of Midwest Technology, and must be returned upon termination of service. Failure to return requested equipment in a timely manner will result in customer being billed for the new replacement cost of said items.

Disclaimer of Certain Damages

Midwest Technology, Inc shall not be liable to the customer for any indirect, consequential, exemplary, special, incidental or punitive damages, including without limitation loss of use or lost business, revenue, profits, or goodwill, arising in connection with this agreement, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if the party knew or should have known of the possibility of such damages.

Limitation of Liability

The total liability of Midwest Technology, Inc. to customer in connection with this and any other agreement, for any and all causes of actions and claims, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, shall be limited to the lesser of:

- (a) direct damages proven by customer; or
- (b) the amount paid by customer to Midwest Technology, Inc. under this agreement for the one (1) month period prior to accrual of the most recent cause of action.

Indemnification

CUSTOMER agrees by accepting service to indemnify and hold harmless Midwest Technology, Inc. for any damages, losses, costs, or expenses resulted from a third-party claim or allegation, which if true, would constitute a violation of this policy.

Illegal use

Midwest Technology, Inc. internet service may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Any illegal use of the service is terms for immediate termination of service pursuant to the terms of this agreement.

System and Network Security

Violations of system or network security are prohibited, and may result in criminal and civil liability. Midwest Technology, Inc. will investigate incidents involving such violations and may involve and will cooperate fully with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- (i) Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- (ii) Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- (iii) Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- (iv) Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

Email and Newsgroup Posts

Midwest Technology, Inc. does not directly provide email service, however utilizing our network to gain access to send unsolicited mail messages including without limitation, commercial advertising, informational announcements, abusive, defamatory or obscene content is expressly prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site. Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as "SPAM") is explicitly prohibited.

Restrictions / Prohibited Activities

Customers are prohibited from running servers including but not limited to HTTP, mail, file-sharing (including but not limited to both server-client based applications and peer-to-peer applications) and FTP without prior written consent from Midwest Technology, Inc.. Such requests will be evaluated on a case by case basis, and at Midwest Technology, Inc. sole discretion may or may not be granted with or without additional service fees.

Customers are not permitted to re-sell services provided by Midwest Technology, Inc. in any circumstance. Service is provided to customer for their own personal use only. Any manner of account sharing (for free or for profit) between sites without prior written agreement from Midwest Technology, Inc will be viewed as a direct violation of the acceptable use policy and will not be tolerated by Midwest Technology Inc.. Accounts found actively sharing service will be immediately disabled by Midwest Technology, Inc without prior notification.

Attempted and indirect as well as actual violations by a third party on behalf of customer shall be considered as direct violations by the customer.

This Agreement shall be governed under the laws of the State of Oklahoma.