



## TERMS & CONDITIONS

Aerux, LLP, DBA as "Aerux Broadband", has established the Terms and Conditions as well as the Acceptable Use Policy in this document for "Subscribers" or "Users" ("you" or "your") of Aerux Broadband's Internet access service, email, voice-over-IP telephone service, or other Internet related services (collectively the "Service") by designating standards for acceptable and unacceptable uses of the Service. This document is part of the agreement between Aerux Broadband and you and is incorporated by reference into Aerux Broadband terms and conditions for the Service as found at <https://www.aerux.com/terms-conditions>. All subscribers of the Service and anyone who uses or accesses the Service, must comply with, and shall be bound by the terms of this document. Your access to the Service is conditioned on legal and appropriate use of the Service. Your use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation or the rights of Aerux Broadband, or any third party. Aerux Broadband reserves the right to revise, amend, or modify this document and its policies at any time, and any such revisions will be effective thirty (30) days after posting on Aerux Broadband's website. The current version of these Terms and Conditions will always remain accessible to Subscribers to view, download and/or print at <https://www.aerux.com/terms-conditions>. You agree that your continued use of the Service after the effective date of any such revision, amendment or modification will constitute your acceptance thereof and you shall thereafter be bound by the terms of the document, as revised, modified or amended. It is your responsibility to check Aerux Broadband's website regularly for any possible updates to this document. By Subscribing to the Service you agree to be bound by all terms and conditions outlined in this document.

### ACCEPTABLE USE POLICY

You may not use the Service in a manner prohibited by any applicable laws or regulations. Without limiting the foregoing, You may not use the Service for any unlawful or abusive purpose, in any way that could damage, disable, overburden, or impair any Aerux Broadband's property, or in any way that directly or indirectly interferes with or disrupts our network or adversely affects another's use or enjoyment of any Service. You may not use the Service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in Aerux Broadbands' sole discretion.

You may not use or attempt to use the Service in any manner such as to avoid incurring charges for or otherwise being required to pay for such usage. You may not circumvent or attempt to circumvent user authentication or security of any host, network, network element, or account (also known as "cracking" or "hacking"). This includes, but is not limited to, accessing data not intended for you, logging into a server or account that you are not expressly authorized to access, or probing the security of other networks. You may not interfere or attempt to interfere with any services to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host. You may not use any kind of program/script/command designed to interfere with (or which does interfere with) any server or a user's session, by any means, locally or via the Internet.

You acknowledge and agree that Aerux Broadband may cooperate fully with investigations of possible illegal activity or violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Subscribers who violate systems or network security may incur criminal and/or civil liability. Aerux Broadband may immediately suspend or terminate your Service if Aerux Broadband suspects abuse or fraudulent use of the Service, interference with our network, or violation of this document. Aerux Broadband may notify the appropriate authorities if it reasonably believes that such abuse or fraudulent use is in violation of applicable law.

**Intellectual Property Infringement:** You may not use the Service to store, transmit or receive any material that infringes on any patent, trademark, trade secret, copyright, or other proprietary or intellectual right of any 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, or the unauthorized transmittal of copyrighted software.

**Objectionable Material:** You may not use the Service to advertise, solicit, store, post, transmit, disseminate, or otherwise make available material or information that is unlawful, harmful, threatening, abusive, harassing, libelous, defamatory, hateful, obscene, indecent, or otherwise objectionable or which encourages or participates in conduct that would constitute a criminal offense, gives rise to a civil liability, or otherwise violates any local, state, national, or international law, order, rule, or regulation.

**Software Viruses:** You may not use or attempt to use viruses, malware, worms, Trojan Horses, time bombs, cancelbots, corrupted files, or other code that manifests contaminating or destructive properties. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the Service or any connected network, system, service, or equipment are not permitted.

**Reselling:** You may not directly or indirectly reproduce, duplicate, copy, sell, provision, resell, rent, lend, pledge, transfer, distribute or exploit any portion of the Service without the expressed consent of Aerux Broadband.

## LIABILITY

Aerux Broadband disclaims any responsibility for use of information disclosed by the subscriber. You acknowledge that the Internet may contain information that is sexually explicit, morally offensive, or otherwise distasteful to you and that you are solely responsible for controlling access to this information. Aerux Broadband exercises no control over the content or information that is contained on or passes over its Internet Service by third parties. By accessing the Internet via Aerux Broadband, you assume total responsibility and risk with regard to any information received or products and services purchased via your use of the Internet. Disclosure of any sensitive or personal information (social security numbers, credit card numbers, etc.) is at the sole risk and discretion of the Subscriber. The Subscriber will not hold Aerux Broadband accountable or liable for the loss or theft of any personal information. Aerux Broadband is not responsible for any form of identity theft that the Subscriber may experience as a result of transmitting personal information over the Internet Service.

Aerux Broadband will not be liable for any delay or failure to provide the service, including 911 dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following: an act or omission of an underlying carrier, service provider, vendor or other third party; equipment, network or facility failure; equipment, network or facility upgrade or modification; force majeure events such as (but not limited to) acts of god, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions; equipment, network or facility shortage; equipment or facility relocation; service, equipment, network or facility failure caused by the loss of power to the user; outage of, or blocking of ports by, user's isp or broadband service provider or other impediment to usage of the service caused by any third party; any act or omission by user or any person using the service or device provided to the user; or any other cause that is beyond Aerux Broadband's control, including, without limitation, a failure of or defect in any device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 dialing) to be connected or completed, or forwarded. Aerux Broadband aggregate liability under this agreement will in no event exceed the service charges with respect to the affected time period.

## SERVICE WARRANTIES

Aerux Broadband's service is provided on an "as is" and "as-available" basis with a limited warranty that it will use reasonable efforts to render services pursuant to this agreement in a timely and professional manner in accordance with timelines established herein. Any claim for breach of the foregoing warranty must be brought within sixty (60) days after user's actual discovery of any defect and prior to the expiration of six (6) months from the date. Aerux Broadband does not warrant and is not responsible for the loss of data resulting from delays, service interruption, poor transmission quality, slow transmission speeds, computer "viruses", damage

caused by other Internet users, or information verbally stated by Aerux Broadband representative or subcontractor. If, after subscribing to Aerux Broadband, you are dissatisfied with the quality or content of the Service, your sole remedy is to discontinue using the Service on a going-forward basis. Subscribers may cancel the service within the first 30 days without incurring an additional fees or penalties. Installation fees and first month service fees will not be refunded. Aerux Broadband does not warrant that your use of any services will be uninterrupted or that the operation of the services will be error-free or secure. Aerux Broadband entire liability and user's exclusive remedy in case of breach of this warranty shall be, at Aerux Broadband, either return of all or a portion of the service fees paid for length of service disruption, or replacement or repair of connection services or products. This is a limited warranty and is the only warranty made by Aerux Broadband. If any unauthorized modifications are made to the equipment or services by user during the warranty period, if the services or products are subject to abuse, accident, improper use, or if user breaches the terms of this agreement, then this warranty shall immediately be terminated.

Aerux Broadband does not warrant (i) the uninterrupted, timely or secure use of the service; (ii) that the functions contained in the services or any equipment will meet user's requirements; (iii) that the services will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware or other harmful components; or (iv) that any personal information, non personal information, data or files user sends or receives via the service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to user's computer or device. Statements and descriptions concerning the service or device, if any, by rise or rise agents or installers, whether oral or written, are informational only and are not given as a warranty of any kind.

Aerux Broadband cannot guarantee speeds at all times, as there are many factors and conditions beyond Aerux Broadband's control that can affect internet performance. Some of these external factors and conditions are:

- Performance of subscriber computer and/or router
- Type of connection to rise broadband customer premise equipment (i.e. Wifi)
- Congestion of web sites and services on internet
- Web site or service limiting speeds on the internet
- Internet performance outside of the Aerux Broadband network

It is Subscriber's responsibility to their user's network and equipment through appropriate means (e.g. Using commercially available software), from theft, unauthorized use or system corruption. Aerux Broadband assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the service in user's geographical area, for any reason, even where such unavailability occurs after installation of the service.

#### **Throughput Volume:**

#### **Network management:**

Subscriber understands, acknowledges and agrees that Aerux Broadband may use various tools and techniques in order to efficiently and reasonably manage its networks. Aerux Broadband may employ traffic-management technology to allocate bandwidth across all of its customers and has the right at all times and without notice to remove, restrict access to or make unavailable any information or content residing on Aerux Broadband servers.

#### **SLA (Systems Level Agreement):**

An SLA will apply to qualified business class subscribers only if indicated in the signed service agreement. The terms of the SLA provision can be viewed, downloaded and printed here: <https://www.aerux.com/sla-terms>

## **STATIC IP ADDRESSES**

Aerux Broadband assigns IP space for use by its business-class Subscribers in accordance with the ARIN guidelines which may include publication of Subscriber's information on the ARIN database. This Policy is subject to change at any time without notice based on Aerux Broadband's operational requirements and changes to the ARIN guidelines. Subscriber's requesting initial or additional assignments of IP address space must complete the IP Space Request Form and meet the requirements of this Policy and the ARIN guideline.

Network space assigned by Aerux Broadband for Subscriber's use in connection with Aerux Broadband's service is non-portable. Upon expiration or termination of Aerux Broadband's service agreement with Subscriber or upon return of IP address by Subscriber, all registered hosts on Aerux Broadband's address space will also be removed from the ARIN WHOIS database and all root name servers. Subscriber is solely responsible for transitioning its network hosts to new IP address space prior to expiration of its Company service agreement.

## **PRODUCT AND EQUIPMENT**

### **Aerux Broadband Product/Equipment:**

Any equipment that has not been purchased directly from Aerux Broadband but has been provided by and/or installed by Aerux Broadband at the Subscriber's premises will be considered "Aerux Broadband Equipment".

Aerux Broadband will provide user the appropriate wireless hardware to receive bandwidth from one of our tower locations. Aerux Broadband will own the installed at the user location and will monitor, upgrade, repair, replace or remove said equipment at any time Aerux Broadband deems to be necessary and appropriate.

Aerux Broadband owns, operates and maintains underground fiber optic cable lines for the purposes of providing fiber optic internet connections to its subscribers. Aerux Broadband reserves the right to access it's fiber optic network including underground infrastructure, conduit, cables and utility boxes that may be located on or within private property after giving verbal or written notice to the owner of private property.

Aerux Broadband owns, operates and maintains various tower structures for the purposes of providing wireless internet connections to its subscribers. Aerux Broadband reserves the right to access it's tower structures including all product/equipment owned by Aerux Broadband that may be located on or within private property at any time.

Upon termination of the Service to Subscriber, for whatever reason, the Subscriber acknowledges that his/her right to possess and use the Aerux Broadband Equipment shall likewise terminate. In such an event, Subscriber acknowledges and allows access to Subscriber's external premises and structure for the sole purpose of retrieving Aerux Broadband Equipment within 30 days of service disconnection. Aerux Broadband Equipment is required to be in reasonable working condition as when received, ordinary wear and tear accepted. Subscriber will pay any expenses incurred if Subscriber does not promptly return or allow the retrieval of the Aerux Broadband Equipment.

### **Subscriber equipment:**

Subscribers may be responsible for providing and maintaining their own wireless, telephone handset or other necessary equipment that is compatible with Aerux Broadband's service. It is the Subscriber's responsibility to ensure that any of their personal equipment used in conjunction with Aerux Broadband's service meets the current minimum system requirements as stated by Aerux Broadband. From time to time, the product/equipment required to access and use the service may change. Accordingly, user's equipment may cease to be adequate to receive optimal service. In such event, user's sole remedy will be to upgrade or replace computer equipment to restore the quality of service. Although low-quality or older hardware and software may functional on Aerux Broadband's network, the Subscriber may experience a poor quality or security risks that are not the fault of our network. Subscribers should use Aerux Broadband's approved product/equipment in order to receive optimal service and avoid any service disruption.

Aerux Broadband will have no obligation to install, support, maintain, repair or replace any computer, wireless router, cabling or other equipment that is not Aerux Broadband Equipment.

## **INSTALLATION AND RIGHT OF ENTRY**

Installation may include but is not limited to modifications to the wiring inside and mounting of hardware including penetration of the rooftop or exterior of the Subscriber's structure in order to receive Service. The Subscriber hereby consents to and authorizes Aerux Broadband access to and on their personal property to complete the installation. Subscriber authorizes Aerux Broadband's employees, agents, contractors, and authorized representatives to enter Subscriber's premises in order to install, maintain, inspect, repair, replace and remove the Equipment and/or Services. If Subscriber is not the owner of the premises, upon request, Subscriber will supply Aerux Broadband with the owner's name and address and written consent or other evidence that Subscriber is authorized to grant access to the premises on the owner's behalf or Aerux Broadband may request permission from the owner to install the Services on the premises. This Agreement is contingent upon Aerux Broadband's obtaining a right of entry onto the premises and Aerux Broadband shall not have any liability if access or right of entry to the premises is denied or limited for any reason. Subscriber will not remove Equipment from the premises, modify the Equipment in any way, or connect the Equipment to any outlet other than the outlet to which the Equipment was initially connected to by the Aerux Broadband's installer. Aerux Broadband may relocate the Equipment at the Subscriber request however additional fees may be incurred.

## **BILLING AND PAYMENTS**

By subscribing to Aerux Broadband you agree to comply with all terms and conditions as outlined within these Terms and Conditions as well as any additional stipulations outlined in the signed agreement for service. Subscriber agrees to pay Aerux Broadband for its services according to the terms written in the signed service agreement including any and all federal, state or local taxes that may apply.

Invoices are rendered monthly via Email to subscriber's email address provided on the signed contract. A paper copy of each invoice may be rendered via the US Mail upon for surcharge of \$15.00 per month. Payment is due upon receipt each month. Residential Subscribers may be required to authorize automatic withdrawal of funds to be debited from their account for each month for payment of service. Subscriber agrees to pay any overage use charges, unreturned Equipment fees, early termination fees, upgrade fees, Directory Assistance (411) calls, insufficient funds fees, late fees, and reconnect fees if applicable. Acceptable forms of payment are any of the following: Credit card, debit card, bank check, bill-pay check, cashier's check or electronic bank draft.

### **Fee Changes and Variations**

Subscribers on a month-to-month service contract acknowledges and agrees that Aerux Broadband has the right to change its service fees upon receiving written notice of these changes. Aerux Broadband does not guarantee and makes no commitment as to the duration of any specific pricing plans and may offer special promotions from time to time at its discretion. Unless their signed service agreement states otherwise, a Subscriber may choose to upgrade or downgrade their service plan at anytime with the understanding that option will be limited to and adjusted according to current website plans and pricing. If Subscriber's service is suspended due to non-payment, their plan may be subject to discontinuance or removal.

## **SERVICE SUSPENSION**

Aerux Broadband reserves the right to suspend or temporarily disconnect service in the case that payment is not received within 30 days of your invoice date or in the event that Aerux Broadband service is being used inappropriately according to the terms set forth in this document. To reestablish service, any unpaid balance on subscriber's account must be paid in full, including any late fee or reconnection charges. A Subscriber may forfeit or lose their and reduced or promotional pricing in the case of service suspension is a result of non-payment. Aerux Broadband, in its sole discretion, with or without cause, reserves the right to discontinue without notice Internet access services to any subscriber.

## SERVICE TERMINATION

Subscribers may cancel the service within the first 30 days without incurring an additional fees or penalties. Installation fees and first month service fees will not be refunded. The Subscriber is responsible for any and all charges incurred before notifying Aerux Broadband of your request to terminate. Cancellation of service by the subscriber must be made by submitting a notification in writing to Aerux by letter (P.O. Box 2713, Parker CO 80134) or email ([billing@aerux.com](mailto:billing@aerux.com)) stating the specific date and reason(s) for termination. Aerux will respond by phone, email or letter to confirm approval of your request to terminate service and thereafter complete closure of subscriber's account. Residential Subscribers with a month-to-month contract may choose to terminate your service agreement with Aerux Broadband at any time and no termination fee will be incurred. Simply discontinuing use of the service without notifying Aerux Broadband does not constitute cancellation of service and/or account. Disconnection of the subscribers's connection does not constitute a complete cancellation of the subscriber's account in the event that the subscriber has (a) not fulfilled the length of service term as stipulated in their signed agreement or (b) has an unpaid balance remaining on their account. Any outstanding balance remaining for services rendered must be paid in full before subscriber's account will be closed. Paid charges are not subject to refund when a Subscriber cancels service before the end of a billing cycle, there will be no pro-rated refunds or credits for any partial-month periods remaining after the termination date. Any residential or business Subscriber with contractual terms stipulating a minimum term commitment ("service term"), and service is terminated prior to the end of the service term, Subscriber will be subject to an early termination fee ("ETF") according to the printed details of your signed agreement with Aerux Broadband.

Aerux reserves the right to retain the services of a collect collection agency to recover any unpaid balances remaining on a Subscriber's account after disconnection.

### **ETF (Early Termination Fee):**

Unless otherwise stated in Subscriber's signed contract, the following ETF terms apply to any "service term" contract and are required to be paid as follows: (a) all outstanding nonrecurring fees plus (b) 100% of the Monthly Fees for each month, if any, remaining in the first year of the initial Term, plus if applicable (c) 75% of the Monthly Fees for each month, if any, remaining in the second year of the Initial Term, plus, if applicable (d) 50% of the Monthly Fees for each month, if any, remaining in the third year of the Initial Term.

## ACKNOWLEDGMENT

Subscriber agrees to indemnify and hold harmless Aerux Broadband, and its 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 you use of the Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this document.

By Subscriber's use and acceptance of the service, Subscriber acknowledges that he/she has read, understood and agreed to be bound by the terms and conditions of this agreement.

## PRIVACY POLICY

Any "Customer" or "Subscriber" of the Aerux Broadband's service is at all times subject to Customer's signed service agreement, which incorporates this Privacy Policy by reference. Personal Information is the information Customer provides to Aerux Broadband voluntarily or passively through Customer use of the Service and/or website, and which is directly associated with or reasonably linked to a specific person, computer or device. For example, through the registration process, when the equipment to provide the Service is installed, maintained or upgraded at Customer's premises, when Customer contacts Aerux Broadband regarding the Service, and through Customer account settings.

**Aerux Broadband does not engage or allow third parties access a Customer's information or allow third party tracking across the Internet and across time for advertising purposes. Aerux Broadband will not rent, sell or disclose Personal Information to anyone not related to Aerux Broadband for marketing or promotional purposes, unless in connection with a potential or actual sale, merger or a corporate restructuring by or of Aerux Broadband.**

While we strive to protect your personal information, we cannot warrant or guarantee the security of any information you transmit to us. Unfortunately, no data transmission over the Internet can be guaranteed to be 100% secure and may be subject to interception by unauthorized third parties. Aerux Broadband's takes reasonable measures to reduce the risk that unauthorized third parties will be able to intercept the information Customer sends and receives through the Service. Aerux Broadband recommends that you use caution when sending any Personal Information over the Internet and use encryption technology whenever possible, such as websites that have the "https" designation in the website's address bar and show a padlock icon in the browser's window.

Customer acknowledges and accepts the practices and policies outlined in this Privacy Policy, and hereby consents that Aerux Broadband will collect, use, store and share Customer's Personal Information in the following ways:

Aerux Broadband collects and stores various types of information internally about Customer in relation only to their use of our Internet Service. When you provide personally-identifiable information through the Aerux broadband Site/Services, it will be used to fulfill your specific request. Information is also used for the purpose of completing, processing, personalizing, evaluating, maintaining and improving the Customer's service with Aerux Broadband. Customer information may be used via Aerux Broadband's website, Aerux's call centers, Aerux's payment processing/merchant centers, and postal mail. Aerux utilizes the services at Freshbooks.com, a highly secure cloud-based accounting solution, for invoicing, accounting and secure online payments. The security measures of Freshbooks includes 256-bit SSL encryption, Cisco-powered firewalls, AlertLogic security provider, Intrusion Detection System (IDS), and an encrypted database using AES.

Aerux Broadband collects and stores personal information such as Customer name, email address, phone number, billing address and billing information (such as credit card account number or other financial account information), service address. Customer may be required to provide certain Personal Information to Rise Broadband in order to begin service or open an account with Aerux Broadband, to assist Aerux Broadband in improving Customer's Service or troubleshooting problems Customer is experiencing with the Service, a computer or device, or otherwise to improve the quality of the Service.

Aerux Broadband also collects and stores Network Information, information about Customer access to, and use of, the Aerux Broadband network, which may or may not be directly associated with or reasonably linked to a specific person, computer or device. For example, Aerux Broadband may collect and store information about the performance of the Aerux Equipment installed on Customer property or at Customer premises,

when Customer is using the Service, the various devices Customer is using to access the Service, the amount of data Customer is transmitting and receiving, the content of the data Customer are transmitting and receiving, the websites Customer is visiting, and any other information that is transmitted over the Aerux Broadband network.

Aerux Broadband may also aggregate Network Information from multiple subscribers and Aerux Broadband will share such aggregated Non-Personal information about the overall performance of the Aerux Broadband Service and network with our Affiliates and other third parties. Aggregated information does not identify a specific individual, computer or device. We use Network Information to monitor and enhance the performance of the Aerux Broadband network. Aerux Broadband will not monitor the content of the websites viewed or email communications as part of Aerux Broadband's standard network management.

When you visit Aerux Broadband's website, Aerux Broadband will collect various types of Non-Personal Information, such as information on Rise Broadband server logs from Customer's browser or device, which may include Customer IP address, unique device identifier, "cookie" information, the type of browser and/or device you're using to access the Service, and the page or feature Customer requested. (IP Address and device identifiers are traditionally classified as Non-Personal Information, unless Aerux Broadband is required to do so otherwise under applicable law.) Cookies" and "web beacons" are text file identifiers Rise Broadband transfers to Customer's browser or device that allow Aerux Broadband to recognize Customer's browser or device and tell Aerux Broadband how and when pages and features on the Aerux Broadband website are visited, by how many people, and other activity on the website.

Aerux Broadband will use only Personal Information such as Customer phone number or email address to inform or update Customer on Aerux Broadband Services. **Aerux Broadband does not engage or allow third parties access a Customer's information or allow third party tracking across the Internet and across time for advertising purposes.**

Aerux Broadband reserves the right to fully use, disclose and process any Non-Personal Information collected from Customer in any manner as well as any information Customer consents to provide for purpose outside of Aerux Broadband Services or website. Aerux Broadband will not rent, sell or disclose Personal Information to anyone not related to Aerux Broadband for marketing or promotional purposes, unless in connection with a potential or actual sale, merger or a corporate restructuring by or of Aerux Broadband.

**To Operational Service Providers:** Aerux Broadband and its Affiliates contract with other companies and people to perform tasks or services on Aerux Broadband's behalf and need to share Customer Personal Information to provide products or services to Customers. For example, Aerux Broadband may use a payment processing company to receive and process Customer's ACH or credit card transactions for Aerux Broadband, or Aerux Broadband may contract with third parties to assist Aerux Broadband in optimizing Aerux Broadband's network. Unless Rise Broadband tells Customer differently, Aerux Broadband does not grant its Operational Service Providers any right to use the Personal Information Aerux Broadband shares with them beyond what is necessary to assist Aerux Broadband.

**For Business Transfers/Restructuring:** Aerux Broadband may choose to buy or sell assets, or Aerux Broadband may sell assets or be sold. In these types of transactions, customer Personal Information is typically one of the business assets that would be disclosed and transferred. Also, if Aerux Broadband (or Aerux Broadband's assets) are acquired, or Aerux Broadband goes out of business, enter bankruptcy, or go through some other change of control, including restructuring, re-organization or financing arrangements, Personal Information could be one of the assets disclosed, transferred to or acquired by a third party.

**When Required by Law or in Response to Legal Process:** Aerux Broadband reserves the right to access, read, preserve, and disclose any Personal Information to which Aerux Broadband has access if Aerux Broadband is required by law or legal process to do so, or if Aerux Broadband has a good faith belief that Aerux Broadband is required by law or legal process to do so.

Although Aerux broadband takes commercially reasonable steps to protect your information, please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through communications services this information may be collected and used by others.

By Customer's use and acceptance of the service, user is indicating that user has read, understood and agreed to be bound by the terms stated in the Privacy Policy of Aerux Broadband.

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