

Digital Millennium Copyright Act Policy

This Agreement describes the terms and conditions between you and Mercury Broadband, LLC. and its subsidiaries and/or affiliates and/or distribution partners referred to herein collectively and individually as ("Mercury Broadband", "Mercury Wireless", "Mercury", "Us" or "We") applicable to the Mercury Broadband services. This agreement contains important contract rights, limitations of those rights, and obligations between you and Mercury Broadband. You may call us at **(800) 354-4915** or email us at **support@mercurybroadband.com**.

- **General Policy.** Mercury Broadband subscribers and account holders may not upload, post, route, transmit, link or otherwise make available on or via the Mercury Broadband service any copyrighted material in a manner that infringes upon a copyright holder's rights under US copyright law.
- **DMCA Notices and Counter-Notices.** The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Specifically, if you believe in good faith that material infringing your rights resides on Mercury Broadband services at the direction of any Mercury Broadband customer, or that such infringing material is at an online location that is referred to or linked to via an information location tool (such as a directory, index, reference, pointer or hypertext) made available as part of Mercury Broadband's Internet services, you (or your agent) may send to Mercury Broadband's Designated Copyright Agent a notice, which must comply with the DMCA notice requirements (see Title 17, United States Code, Section 512(c)(3)), requesting that Mercury Broadband remove or disable access to the material that is claimed to be infringing your copyright.
- If as a Mercury Broadband customer you believe in good faith that someone has wrongly submitted to Mercury Broadband a notice of copyright infringement against you, the DMCA permits you to send a counter-notice to Mercury Broadband's Designated Copyright Agent which must meet the following requirements:
 - A physical or electronic signature of the Mercury Broadband customer.
 - Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
 - A statement under penalty of perjury that the Mercury Broadband customer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
 - The subscriber's name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the Service Provider may be found, and that the subscriber will accept service of process from the person who provided Notification or an agent of such person.

- Upon receipt of a counter-notice containing the information in subparagraphs 1 through 4 above, Mercury Broadband will:
 - Provide the complaining party with a copy of the counter-notice; and
 - Re-enable access to or replace the removed material not less than ten (10) days, nor more than fourteen (14) days, after receipt of the counter-notice, provided however, that Mercury Broadband will not restore access to or replace the removed material if Mercury Broadband first determines that its Designated Copyright Agent has received notice from the complaining party that a legal action has been commenced against the alleged infringing party to enjoin the alleged infringing party from engaging in infringing activity relating to the material on Mercury Broadband's system.
- **Designated Copyright Agent.** All Notices and counter-notices should be sent to Mercury Broadband's Designated Copyright Agent:

Mercury Broadband Designated Copyright Agent 3400 SW Van Buren Topeka, Kansas 66611

- **Repeat Infringer Policy.** In accordance with the DCMA, Mercury Broadband will terminate, in appropriate circumstances, the internet service of any customer who is a repeat infringer. If you believe that a Mercury Broadband customer has engaged in repeated infringement of your copyrighted materials in connection with Mercury Broadband's service, please provide Mercury Broadband's designated copyright agent with information sufficient to show that the Mercury Broadband customer is a copyright infringer and that appropriate circumstances exist for Mercury Broadband to terminate such customer's account. Mercury Broadband requests that you provide us with the method used in determining that the identified Mercury Broadband customer is an infringer to insure it is accurate, reliable and fair.
- **Right to Terminate or Suspend Service.** Notwithstanding our Repeat Infringer Policy set forth above, Mercury Broadband expressly reserves the right to terminate or suspend the service of any customer even for a single act of copyright infringement. Each Mercury Broadband customer agrees that, if he or she is terminated pursuant to this policy, he or she will not attempt to establish a new account with Mercury broadband under any name, real or assumed.
- **Important Note.** The information contained on this page is provided to the reader for information purposes only, and is not intended to be relied upon as legal advice. If you believe that your rights as a copyright holder have been violated, you should seek independent legal advice.
- **Important Note.** Any person who knowingly misrepresents that material is infringing may be liable for damages, including all costs and attorney's fees, incurred due to Mercury Broadband's removal of or disabled access to the material, or replacing the removed material or ceasing to disable access to it.