

# Acceptable Use Policy – Terms of Use

This Acceptable Use Policy (“AUP”) applies to all persons and entities (collectively, “Customers”) using the products and services of Fiber Stream LLC including the Internet service/access. The policy is designed to protect the security, integrity, reliability, and privacy of both the Fiber Stream network and the products and services Fiber Stream offers to its Customers. **By using Fiber Stream’s products and services, you agree to comply with this AUP.** Fiber Stream reserves the right to change or modify the terms of the AUP at any time. Your use of Fiber Stream’s products and services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

## Prohibited Activities

**Fiber Stream prohibits use of its products and services in any manner that is unlawful, harmful to or interferes with its network or systems, or the network of any ISP, infringing or offensive material, a security risk or violation of property.**

Such unacceptable use includes, but is not limited to, any of the following:

- Posting, transmission, re-transmission, or storing material on or through any of Fiber Stream’s products or services, if in the sole judgment of Fiber Stream such posting, transmission, re-transmission or storage is: (a) in violation of any local, state, federal, or non-United States law or regulation (including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations); (b) threatening or abusive; (c) obscene; (d) indecent; or (e) defamatory. Each customer shall be responsible for determining what laws or regulations are applicable to his or her use of the products and services.
- Actions that restrict or inhibit anyone – whether a customer of Fiber Stream or otherwise – in his or her use or enjoyment of Fiber Stream’s products and services, or that generate excessive network traffic through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services.
- Bit Torrents or any similar action that are designed to consume more than “fair share” of the networks bandwidth. Currently Illegal Bit Torrents are prohibited. Legal Bit Torrents may be blocked or throttled from time to time.
- Knowingly uploading or distributing files that contain malicious programs into the Fiber Stream network or servers or other products and services of Fiber Stream such as viruses, trojan horses, worms that contain time bombs,

cancel bots, spyware or any other similar software that may damage the operation of another's computer, network system or be used to engage in modem, router, access point or system hijacking.

- Causing or attempting to cause security breaches or disruptions of Internet communications.
- Executing any form of network monitoring aimed at unauthorized interception of data or harvesting of email addresses.
- Circumventing user authentication or security of any host, network or account.
- Interfering with or denying service to any user other than the customer's host (e.g., denial of service attack).
- Using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user's terminal session.
- Failing to comply with Fiber Stream's procedures relating to the activities of customers on Fiber Stream-owned facilities.
- Furnishing false or incorrect data on the order form contract (electronic or paper) including fraudulent use of credit card numbers.
- Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods to document "use" of Fiber Stream's products or services.
- Sending unsolicited mail messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of the user or with whom the customer does not have an existing business relationship (e.g., E-mail "spam"); or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.
- Harassment, whether through language, frequency, size or otherwise.
- Using products and services to publish, host, transmit, upload/download, distribute or store child pornography.
- Unauthorized use or forging of mail header information.

- Solicitations of mail or any other E-mail address other than that of the poster's account or service, with the intent to harass or collect replies.
- Engaging in the transmission of pirated software.
- Use of unsolicited E-mail originating from within the Fiber Stream network or networks of other Internet Service Providers on behalf of or to advertise any service hosted by Fiber Stream or connected via the Fiber Stream network.
- Exporting, re-exporting, or permitting downloads of any content in violation of the export or import laws of the United States or without all required approvals, licenses and exemptions.
- Using, distributing, advertising, transmitting or otherwise making available any software program, product, or service designed to violate this AUP or the AUP of any ISP, including, but not limited to, the facilitation of the means to spam.

### **Enforcement of Fiber Stream AUP**

Customer's failure to observe the guidelines set forth in this AUP may result in Fiber Stream taking actions anywhere from a warning to a suspension or termination of Customer's services. When feasible, Fiber Stream may provide Customer with a notice of an AUP violation via e-mail or a notice in account, otherwise allowing the Customer to promptly correct such violation.

Fiber Stream reserves the right, however, to act immediately and without notice to suspend or terminate affected services in response to a court order or government notice that certain conduct must be stopped or when Fiber Stream reasonably determines, that the conduct may: (1) expose Fiber Stream to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of Fiber Stream's network or networks with which Fiber Stream is interconnected, (3) interfere with another Fiber Stream Customer's use of services or Internet access (4) violate any applicable law, rule or regulation, or (5) otherwise present an imminent risk of harm to Fiber Stream or Fiber Stream Customers and users.

Fiber Stream has no obligation to monitor content of any materials distributed or accessed using the services or Internet. However, Fiber Stream may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the Fiber Stream network and its Customers.

### **Customer Responsibilities**

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the services. Fiber Stream has no responsibility for any material created on the Fiber Stream's network or accessible in using services. Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.