

## **SMARTERBROADBAND ACCEPTABLE USE AND PROHIBITED INTERNET ACTIVITIES POLICY**

By subscribing to any residential or commercial broadband Internet service (collectively, the “Services” and individually, a “Service”) provided by SmarterBroadband (“SBB”), Customer agrees not to use the Services for any unlawful purpose and to comply with all policies and terms of this Acceptable Use and Prohibited Internet Activities (the “AUP” or “Policy”). This Policy, including its use restrictions, is in addition to the restrictions contained in “SBB” Service Agreement which Customer previously entered into with “SBB”. This Policy has been incorporated by reference into the Service Agreement. Any capitalized terms used herein shall have the same meaning as defined in the Service Agreement.

Customer understands, acknowledges and agrees that “SBB” reserves the right to immediately suspend or terminate any Service without prior notice for Customer’s failure to comply with any portion of this Policy or Service Agreement. (Please see the Service Agreement for details on the suspension and termination policy.) Any violation of this Policy and Service Agreement may also lead to prosecution under State and/or Federal law. “SBB” will also provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property, and in the case where failure to disclose the information may lead to imminent harm to a customer or others.

(a) “Acceptable use” is hereby defined as the normal activities associated with the Customer’s use of the Internet and “SBB’s” Services, including without limitation to usage of the “SBB” Network and any other facilities for accessing the World Wide Web, Internet Relay Chat, USENET Newsgroups, Email, and other Internet features. Depending on the account type, this may include: File storage on “SBB’s” servers for Customer’s own personal web page and file access area (FTP), etc. Customer’s acceptable use of the Services will depend on whether Customer requests the Services for residential or commercial purposes.

(i) Residential service includes all Services designated for personal, family and household use within a single home. Customer understands, acknowledges and agrees that only Customer and co-residents living in the same home will use the Services. The term “single home” means Customer’s home and includes any apartment, condominium, flat or other residential unit that may be used as a residence in any multiple dwelling unit. The Services are being provided solely for residential use in Customer’s home and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Services is in violation of this Policy and the Service Agreement. Customer is responsible for any misuse of the Service that occurs through Customer’s account, whether by a member of Customer’s household or an authorized or unauthorized third party. Customer shall not use, or allow others to use, the Service to operate any type of business or commercial enterprise, including, but not limited to, IP address translation or similar facilities intended to provide additional access. Customer shall not advertise that the Service is available for use by third parties or unauthorized users. Customer shall not resell or redistribute, or allow others to resell or redistribute, access to the Service in any manner, including, but not limited to, wireless technology.

(ii) Commercial service includes all Services designed for use by a business entity or by an individual, in providing goods or services for sale or lease or operating a

commercial enterprise. Customer understands, acknowledges and agrees that Customer will allow only Customer's employees, patrons, and vendors to utilize the commercial Services within Customer's office area. Commercial Services are provided solely for Customer's business operations, and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Services is in violation of this Policy and the Service Agreement. Customer is responsible for any misuse of the Services that occurs through Customer's account, whether by a member of Customer's employees, patrons, vendors, or an authorized or unauthorized third party.

(b) "General Prohibited Activities for All Services" specifically include without limitation the following:

(i) Misuse of Services – Customer is responsible for any misuse of the Services, regardless of whether the inappropriate activity was committed by an invitee, licensee, agent, servant, guest, patron, employee or any other person who gains access to the Services. Therefore, Customer is responsible to take steps to ensure that others do not gain unauthorized access to the Services, for instance by strictly maintaining the confidentiality of Customer's passwords or by appropriately protecting the use of Customer's computer, network or any wireless devices. Customer is solely responsible for the security of any device Customer choose to connect to the Services, including any data stored on that device.

(ii) Prohibited and Objectionable Use and Content – (a) any use that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy or other rights, or otherwise objectionable in "SBB's" sole discretion; (b) any use in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming, or any duplicative or unsolicited messages not in compliance with the federal CAN-SPAM Act and state laws (commercial or otherwise); (c) publishing, distributing, or disseminating any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful material or information; (d) advertising, soliciting, selling or buying, or attempting to buy and sell any goods for any non-personal or household purposes for residential Services; (e) harvesting or otherwise collecting information about others, including email addresses or telephone numbers, without their consent; (f) creating a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message or call; (g) transmitting or uploading any material that contains viruses, Trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs or software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless Customer owns or controls the rights thereto or have received all necessary consents; (h) interfering with or disrupting networks connected to the Services or violate the regulations, policies or procedures of such networks; and (i) attempting to gain unauthorized access to the Services, other accounts, computer systems, devices, or networks connected to the Service, through password mining or any other means; host any type of publicly accessible file sharing, gaming, or email server including, but not limited to HTTP, FTP, SMTP, POP3, and Peer-to-Peer; interfere with another customer or user's use and enjoyment of the Services.

(iii) Excessive Utilization of Network or System Resources – The excessive use or abuse the “SBB” Network or system resources by Customer may have a negative impact on all other Customers. Accordingly, Customer 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 “SBB’s” sole discretion. Such prohibited actions include, but are not limited to using the Service to host a web server site which attracts excessive traffic at Customer’s location, continuously uploading or downloading streaming video or audio, USENET hosting, or continuous File Transfer Protocol (“FTP”) uploading or downloading, and continued use of programs or commands which take a large amount of system resources, be that processor time, memory, network bandwidth, and/or drive space on the host system.

(c) “Prohibited Internet Service Activities” specifically include without limitation the following:

(i) Background and/or server-type applications – Including without limitation to IRC bots, HTTP servers, MUDs, and any other harmful process which were initiated by the Customer that continues execution on the system upon Customer logout. FCC authorized smart home systems and IoT devices are excluded from this prohibition.

(ii) Long-term storage of data – Long-term storage of data is referred to as the storage of files which are not used regularly in an account for an extended period of time. This specifically includes, without limitation, programs such as shareware programs which the Customer may download to their account for purposes of transferring to their home computer(s)/device(s). Such programs should be removed at such time as they are successfully transferred to the Customer’s personal system.

(iii) Flooding or abuse of other users – Flooding is a fairly common occurrence on the Internet, and one which is dealt with strictly by “SBB”. Flooding takes place in numerous ways, including, without limitation, ICMP flooding, mail bombing (sending large amounts of email repeatedly to a person for purposes of harassment), phishing, mass mailings to multiple addresses via bulk email not in compliance with the federal CAN-SPAM Act and Telephone Consumer Protection Act, MSG/CTCP flooding on IRC, as well as other, less common methods. “Bulk Email” is defined as the same or similar email messages sent to more than twenty-five (25) recipients.

(iv) Attempts to compromise system and/or network security – Programs such as packet sniffers, password crack programs, and similar utilities found to be running from Customer’s account are prohibited. This also includes attempts to hack into non-“SBB” systems.

(v) Sharing of accounts – Sharing Customer’s Internet Services with another party for purposes of avoiding payment for a second Service is strictly prohibited. Customer may connect multiple computers/devices within a single location to Customer’s modem, router, and/or radio to access the Internet Service, but only through a single “SBB” issued IP address.

(vi) Bulk broadcast data – This includes flood ping, broadcast ping, multicast, or IGMP use outside of the private network.

(vii) Port scanning – Use of any application, software, or technique to scan any host's ports.

(viii) Conducting a commercial business through a residential account – The residential single-Customer Internet accounts provided by “SBB” are designed for the home/casual Customer and may not provide the level of service, capacity or speed required for conducting a business. Therefore, conducting a business with a residential account is not allowed. Please contact “SBB’s” sales department to upgrade to a business account.

(ix) Excessive use of system resources – This includes without limitation the continued use of programs or commands which take a large amount of system resources, be that processor time, memory, network bandwidth, and/or drive space on the host system. Customer may not resell Services.

(x) Email abuse – Email abuse typically comes in one of three forms, the transfer of a message to unsolicited individuals not in compliance with the CAN-SPAM Act, the sending of harassing and/or threatening messages to other users, and the forging of email addresses so as to make the email appear to be from another user.

(xi) USENET news abuse – Similar to email abuse, includes forging of addresses, harassment/threats, the posting of the same message to multiple newsgroups (spamming), as well as the posting of information in groups where it is not relevant and unwanted.

(xii) Pyramid/money-making schemes – Such activities as the transfer of information or solicitation of persons via the Internet in an attempt to extort money or other valuables or the use of pyramid/chain letters are all prohibited.

(xiii) Pirated software and copyright Infringement – Pirated software is defined as the illegal exchange of software for purpose of avoiding the purchase of said software by the individuals involved. This includes most commercial applications such as Adobe Photoshop, Microsoft Office, etc. Such activities are prohibited by Federal law and are thus not allowed in any form on or using the “SBB” Network. Such prohibition also includes the unauthorized copying, streaming, broadcasting, posting or any distribution of copyrighted material including, without limitation to digitization and distribution of photographs from magazines, books, or other copyrighted sources and copyrighted software. The exportation of software or technical information in violation of U.S. export control laws is strictly prohibited.

(xiv) High-traffic websites – Residential Internet service is intended to provide access to individuals only. As most individuals primarily download content, rather than upload it, the performance for everybody on the systems is optimal. However, some individuals occasionally choose to host content on their account that could degrade performance for other users. Due to such circumstances, “SBB” may have to implement certain limitations on the amount of web hosting traffic an individual Customer's residential account can receive.

(xv) Unlawful Use of Copyrighted Content – Customer may not download, upload, store, distribute, or transmit any copyrighted content via any means through the Services or using the “SBB” Network without proper authorization. This includes without limitation copyrighted, trademarked and other proprietary material used without proper

authorization, or anything that would be deemed a violation of the rightful author's rights. Customer may not post, upload or otherwise distribute copyrighted content without the consent of the copyright holder.

(xvi) Storing Distributing or Transmitting other unlawful or harmful content or material – Customer may not download, upload, store, distribute or transmit other types of unlawful or harmful content material through the Services or using the “SBB” Network. Examples of other prohibited material/content include without limitation: direct threats of physical harm; bullying; child pornography; and software, applications and programs containing viruses, Trojans and other tools or technology that would compromise the security or safety of “SBB” or others.

The download, upload, storage, distribution, or transmission of unlawful or harmful content or material could subject Customer to criminal as well as civil liability, in addition to any actions taken by “SBB” as provided in the Service Agreement. Customer understands, acknowledges and agrees that “SBB” may remove any content at any time that is alleged to infringe on a third party's copyrights upon receiving a notice of infringement under the Digital Millennium Copyright Act (“DMCA”) or upon other disclosures or findings, and to terminate the Customer's Services without prior notice if there is repeat infringement. Please see the “SBB” Website Terms of Use Agreement and DMCA Copyright Infringement Notification Process for details.