



broadband vi

Broadband VI, LLC

Acceptable Use and Prohibited Internet and Telephony Service Activities Policy

Effective Date: August 28, 2020

By subscribing to any residential or commercial broadband Internet and/or telephony service (collectively, the “Services” and individually, a “Service”) provided by Broadband VI, LLC (“Broadband VI”), Subscriber 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 and Telephony Service Activities Policy (the “AUP” or “Policy”). This Policy, including its use restrictions, is in addition to the restrictions contained in Broadband VI, LLC Master Service Agreement (or Internet Service Contract as the case may be) (“Service Agreement”), which Subscriber previously entered into with Broadband VI. 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.

Subscriber understands, acknowledges and agrees that Broadband VI reserves the right to reclassify any Service to a higher grade or to immediately suspend or terminate any Service without prior notice for Subscriber’s failure to comply with any portion of this Policy or Service Agreement. (Please see the Service Agreement at <https://broadband.vi/MSA> 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. Broadband VI 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 Subscriber or others.

- (a) “Acceptable use” is hereby defined as the normal activities associated with the Subscriber’s use of the Internet and Broadband VI’s Services, including without limitation to usage of the Broadband VI 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 Broadband VI’s servers for Subscriber’s own personal web page and file access area (FTP), etc. Subscriber’s acceptable use of the Services will depend on whether Subscriber 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. Subscriber understands, acknowledges and agrees that only Subscriber and co-residents living in the same home will use the Services. The term “single home” means

Subscriber'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 Subscriber'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. Subscriber is responsible for any misuse of the Service that occurs through Subscriber's account, whether by a member of Subscriber's household or an authorized or unauthorized third party. Subscriber 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. Subscriber shall not advertise that the Service is available for use by third parties or unauthorized users. Subscriber 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. Subscriber understands, acknowledges and agrees that Subscriber will allow only Subscriber's employees, patrons, and vendors to utilize the commercial Services within Subscriber's office area. Commercial Services are provided solely for Subscriber'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. Subscriber is responsible for any misuse of the Services that occurs through Subscriber's account, whether by a member of Subscriber'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 – Subscriber 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, Subscriber 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 Subscriber's passwords or by appropriately protecting the use of Subscriber's computer, network or any wireless devices. Subscriber is solely responsible for the security of any device Subscriber

choose to connect to the Services, including any data stored on that device.

- (ii) Prohibited and Objectionable Use and Content – (i) any use that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy or other rights, or otherwise objectionable in Broadband VI’s sole discretion; (ii) 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 or the Telephone Consumer Protection Act and state laws (commercial or otherwise); (iii) publishing, distributing, or disseminating any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful material or information; (iv) advertising, soliciting, selling or buying, or attempting to buy and sell any goods for any non-personal or household purposes for residential Services; (v) harvesting or otherwise collecting information about others, including email addresses or telephone numbers, without their consent; (vi) 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; (vii) 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 Subscriber owns or controls the rights thereto or have received all necessary consents; (viii) interfering with or disrupting networks connected to the Services or violate the regulations, policies or procedures of such networks; and (ix) 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 Subscriber or user’s use and enjoyment of the Services.

- (iii) Excessive Utilization of Network or System Resources – The excessive use or abuse the Broadband VI Network or system resources by Subscriber may have a negative impact on all other Subscribers. Accordingly, Subscriber 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 Broadband VI’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 Subscriber’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 Subscriber that continues execution on the system upon Subscriber 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 Subscriber 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 Subscriber’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 Broadband VI. 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 Subscriber’s account are prohibited. This also includes attempts to hack into non-Broadband VI systems.
 - (v) Sharing of accounts – Sharing Subscriber’s Internet Services with another party for purposes of avoiding payment for a second Service is strictly prohibited. Subscriber may connect multiple computers/devices within a

single location to Subscriber's modem, router, and/or radio to access the Internet Service, but only through a single Broadband VI-issued IP address.

- (vi) PPP/SLIP emulation software – Since PPP/SLIP is a product offered by Broadband VI, Subscribers desiring such access are required to sign up for that service rather than attempting to emulate it by software. Any such software will be removed from Subscriber's account by Broadband VI immediately when found.
- (vii) Bulk broadcast data – This includes flood pinging, broadcast pinging, multicast, or IGMP use outside of the private network.
- (viii) Port scanning – Use of any application, software, or technique to scan any host's ports.
- (ix) Conducting a commercial business through a residential account – The residential single-Subscriber Internet accounts provided by Broadband VI are designed for the home/casual Subscriber 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 advisable. Please contact Broadband VI's sales department to upgrade to a business account.
- (x) 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. Subscriber may not resell Services.
- (xi) 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.
- (xii) 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.
- (xiii) 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.

- (xiv) 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 Broadband VI 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.
- (xv) 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, Broadband VI may have to implement certain limitations on the amount of web hosting traffic an individual Subscriber's residential account can receive.
- (xvi) Unlawful Use of Copyrighted Content – Subscriber may not download, upload, store, distribute, or transmit any copyrighted content via any means through the Services or using the Broadband VI 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. Subscriber may not post, upload or otherwise distribute copyrighted content without the consent of the copyright holder.
- (xvii) Storing Distributing or Transmitting other unlawful or harmful content or material – Subscriber may not download, upload, store, distribute or transmit other types of unlawful or harmful content material through the Services or using the Broadband VI 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 Broadband VI or others.

The download, upload, storage, distribution, or transmission of unlawful or harmful content or material could subject Subscriber to criminal as well as civil liability, in addition to any actions taken by Broadband VI as provided in the Service Agreement. Subscriber understands, acknowledges and agrees that Broadband VI 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 Subscriber's Services without prior notice if there is repeat infringement. Please see the Broadband VI Website Terms of Use Agreement (at <https://broadband.vi/website-terms>) and DMCA Copyright Infringement Notification Process (at <https://broadband.vi/DMCA>) for details.

- (d) "Prohibited Telephony Service Activities" specifically include without limitation the following:
- (i) Resell or transfer of the Telephony Service or Equipment to another party – Subscriber is prohibited from using the Telephony Service or Broadband VI Equipment for autodialing, continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting or fax or voicemail blasting.
 - (ii) Calls/Texts Abuse – Call/text abuse typically comes in one of three forms, the sending or transfer of a telephone call (as defined by the Federal Communications Commission to include text messages) to unsolicited individuals not in compliance with the Federal Telephone Consumer Protection Act, the sending of harassing and/or threatening calls to other callers, and the forging or spoofing of caller ID so as to make the call/text appear to be from another person.
 - (iii) Offnet Services, including International Calling – Except as may be provided in the COS, Broadband VI does not presently offer or support the Telephony Service in any countries other than the United States. If Subscriber uses the Telephony Service or Equipment outside of the United States, Subscriber will be solely responsible for any violations of local laws and regulations, or additional charges and/or fees resulting from such use.

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