

Blue Fiber Internet Terms & Policies Internet Acceptable Use Policy



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INTRODUCTION This Acceptable Use Policy (“AUP”) is intended to help enhance the use of the Internet by preventing unacceptable use. It is not a “terms of service” or a billing guideline. Please refer to your Terms of Service for terms and conditions applicable to your Internet Service.

PLEASE READ THIS POLICY CAREFULLY BEFORE ACCESSING THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THIS POLICY. IF YOU DO NOT WISH TO BE BOUND BY THIS AUP, YOU MAY NOT ACCESS OR USE THE SERVICE.

This AUP applies to all data services provided by Blue Fiber and its affiliates (“Service Provider”) that provide or include access to the Internet that are provided over the fiber data network (collectively, the “Services”). Your use of the Services indicates your acceptance of and agreement to abide by this Acceptable Use Policy. It is designed to help protect the Services, users of the Services and the Internet community from irresponsible or illegal activities. Service Provider may modify this AUP from time to time. In the event of any inconsistency between this AUP and the terms of any service agreement, this AUP shall govern and control.

GENERAL POLICY: Service Provider reserves the right in its sole discretion to deny or restrict your use of the Services, or immediately to suspend or terminate your Services, if the use of the Services by you or others, in Service Provider’s sole discretion violates this AUP, your Terms of Service or any other Service Provider policies, is objectionable or unlawful, or interferes with the functioning or use of the Internet or Service Provider’s network.

ILLEGAL AND PROHIBITED USE: This section is used to address actions, content or activities that are prohibited by law and by rules established by the Service Provider. These prohibitions and restrictions on use are not negotiable. Users found to engage in activities that Service Provider determines, in its sole discretion, violate this AUP may have their accounts terminated. Violators may also be subject to appropriate legal action and/or consequences. Service Provider reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected illegal activity or civil wrong. Activities or misuse of Services, including the misuse of email, considered by Service Provider to be a violation of this AUP are as follows, but are not limited to: the posting, distribution, storage or transmission of material, information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred, harassment, terrorism or racism; or which might be legally actionable for any reason; the

posting, transmission, downloading or viewing of any material pornographic in nature involving actual images of children or minors or digitally or otherwise artificially created or manipulated images of children or minors, or any material whatsoever that may be deemed obscene under applicable law; accessing or attempting to access the accounts or computers of others, spoofing or attempting to spoof the URL or DNS or IP addresses of Service Provider or any other entity, or any attempt to penetrate or penetrate security measures of Service Provider or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data; introducing viruses, worms, harmful code and/or Trojan horses on the Internet; violating any third party's copyright, trademark, proprietary or other intellectual property rights; using any name or mark of Service Provider, its parent, affiliates or subsidiaries, as a hypertext link to any Web site or in any advertising publicity or other commercial manner; using the Services in a manner intended to threaten, harass, intimidate or terrorize; any indirect or attempted violations of this AUP; the unauthorized reselling of the Services; using the Services to transmit, retransmit, distribute, post, or store any material that in the judgment of Service Provider is threatening, fraudulent, libelous, defamatory, or otherwise objectionable or unlawful; using the Services to participate in activities and/or services prohibited by federal, state or local law; distributing, posting, copying or disseminating copyrighted material including, but not limited to, movies, television programs and/or music; or inhibiting any other person's use of the Services.

EMAIL: Service Provider does not provide nor directly support email and email services.

SHARING: You may permit other members of your household to access the Services for use within your household. You as the account holder shall ensure that any other users of the Services are aware of and comply with your Terms of Service and this AUP, and you agree to be held responsible for any activity or use of the services on that account, whether or not authorized by you.

COMMERCIAL USE: Reselling Services or offering the use of Services for added value to a commercial entity without Service Provider's authorization is prohibited. Services are designed for the account holder's use only and may not be used for commercial purposes without the Service Provider's explicit consent. You also agree not to use Services for operation as an Internet Service Provider (ISP), or for any other business enterprise including, without limitation, IP address translation or similar facilities intended to provide access, operating or allowing others to operate servers of any type, or any other device, equipment and/or software providing server-like functionality in connection with Service Provider's services, unless expressly authorized.

UPSTREAM PROVIDER: An "upstream provider" is any company that provides Service Provider bandwidth, network access and/or other services. It shall be a violation of this AUP to use the Services in any way that is unlawful, harmful to or interferes with the network of any upstream provider or that violates the policies of any other provider that is accessed through the Services.

SYSTEM & NETWORK SECURITY: Violations of system or network security are prohibited and may result in criminal and civil liability. Service Provider will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal

violation is suspected. Examples of system or network security violations include, without limitation, the following: port scanning, probes, data capture, denial of service, and access of restricted systems. attempted access of systems not previously given access to. anything deemed “hacking” or “cracking” to the systems, network or users. unauthorized access to or use of data, including any attempt to circumvent user authentication or security of any host, network, or account (hacking, cracking, port scans, or flood pings). unauthorized monitoring of data or traffic. interfering with service to any user, host, system or network. conducting denial of service attacks. any attempt to disrupt Services including, but not limited to, distributing or introducing viruses, worms, or other harmful software.

NETWORK MANAGEMENT POLICIES: In accordance with state and federal regulations commonly referred to as “Net Neutrality” Blue Fiber does not engage in any content filtering or prioritization based on the source or type of Internet traffic Member may access. Blue Fiber does prioritize its own VoIP (Voice over IP) telephone traffic for a particular subscriber over other traffic to or from that same subscriber to ensure the highest quality phone service possible. However VoIP telephone traffic from competing providers is not given a lower priority than any other Internet traffic.

Blue Fiber reserves the right, at its sole discretion, to block specific types or sources of Internet traffic to all Members if such traffic is determined to be malicious or pose a risk to Blue Fiber’s network or servers.

COPYRIGHT INFRINGEMENT/REPEAT INFRINGER POLICY: Service Provider respects the intellectual property rights of third parties, including those granted under the US copyright laws, and the interests of its subscribers and content providers on the Internet. You may not store material of any type or in any format on, or disseminate such material over, Service Provider’s systems or servers in any manner that constitutes an infringement of third-party intellectual property rights. In accordance with the Digital Millennium Copyright Act of 1998 (DMCA) and other applicable law, it is the policy of Service Provider, in appropriate circumstances and in Service Provider’s sole judgment, to terminate Services provided to any subscriber who infringes third party intellectual property rights, including repeat infringers. In addition, Service Provider expressly reserves the right to terminate or suspend the Services of any subscriber if Service Provider, in its sole judgment, believes that circumstances relating to the infringement of third-party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Service Provider may have under law or contract. Service Provider’s DMCA policy is posted on its website which can be found at www.bluefiber.org/*****

USER RESPONSIBILITY: Users need to be aware that they do not operate in a vacuum. Safe practices need to be taken by the users to protect themselves and others including, without limitation, the following: Users are responsible for account passwords and should keep them safe. Do NOT share account information, user names or passwords. Do NOT leave username and passwords in the open. If a user feels that the account was compromised, the username and or password should be changed at once. Users are responsible for obtaining, maintaining, updating and protecting their own equipment and software necessary to use the Services. Anti-virus software and personal firewalls are strongly encouraged. Users are responsible for any

misuse of Services that occurs through user's account, even if that misuse was not authorized by the user. Users are responsible for protecting their accounts and must take steps to ensure that others do not gain unauthorized access to user's account or the misuse Services. Wi-Fi and access to the Services using a Wi-Fi radio, wireless modem or router or Wi-Fi hotspots is provided over wireless radio waves, which means that your transmissions could be intercepted by unauthorized persons. Users are responsible for securing wireless equipment and wireless data networks to avoid misuse of the Services, infringement of third-party intellectual property rights, the introduction of viruses, and the unauthorized viewing of content or other breaches, including any breaches related to home security services that utilize wireless networks. Users are responsible for the back-up and restoration of their data.

ADMINISTRATIVE DISCRETION: Service Provider has sole and final discretion over all aspects of the Services, Service Provider's network and this AUP. Service Provider reserves the right to terminate any account or service without cause or prior notice.

VIOLATION AND MONITORING: Service Provider does not intend to actively monitor the content of web sites, e-mail, news groups, or material created or accessible over its services. However, Service Provider reserves the right to monitor such services or any services on or within our network at any time. Violations, attempted violations, and/or concerns should be sent via email to info@bluefiber.org. When reporting anything to Service Provider please include: The Internet protocol address used to commit the alleged violation. The date, time and time zone of such violation. Evidence of the violation, including, if applicable, full headers from emails, firewall logs, traffic dumps or information pertaining to the events in question. Do not send excerpted parts of a message; sending the entire message with full headers helps prevent misunderstandings based on incomplete information or information taken out of context. Service Provider has sole judgment and discretion on how we enforce this AUP.

UPDATE AND MODIFICATION: Updates and modifications to this AUP are considered effective immediately and it is the end user's responsibility to stay current. Service Provider can make changes to the AUP at any time without notice. The current and updated version of this AUP will be posted on Service Provider's website which can be found at www.bluefiber.org.