

ACCEPTABLE USE POLICY

Effective Date: May 26, 2023

Federated Broadband provides internet access to its subscribers. To protect the interests of all its subscribers and to ensure optimal service levels at all times, Federated Broadband has developed the following Acceptable Use Policy (AUP) for subscribers as a guide to their rights and responsibilities when utilizing any and all of the services provided by Federated Broadband. Use of any of the services offered by Federated Broadband by any subscriber will constitute acknowledgment of an agreement to the terms outlined in this document. This AUP may be revised in part or in full and its sole discretion by Federated Broadband. Continued use of services offered by Federated Broadband after such changes or enhancements to the AUP have been made will constitute acceptance of any revisions made to the AUP.

Content

All services provided by Federated Broadband may be used strictly for lawful purposes only. Federated Broadband does not monitor, censor, edit or take any responsibility whatsoever for subscriber content or communications from within the network controlled by Federated Broadband, except in as much to determine if violations of the AUP have occurred, once suspected violation has been brought to the written attention of the abuse team at Federated Broadband. Subscribers are fully and solely responsible for the content and use of their service as provided by Federated Broadband and each subscriber should ensure that their use falls within the guidelines of this AUP. Federated Broadband cannot and will not monitor, censure, edit, or otherwise interfere with information or content subscribers retrieve from sources outside the Federated Broadband network, even when such information is made available to subscribers through material deliverable to any site or service maintained by Federated Broadband. Because of this, Federated Broadband will not be held responsible for injury or liability to any subscriber resulting from communications that may be offensive, misleading, illegal, or otherwise suitable in the view of the subscriber. Subscribers further agree to indemnify and hold harmless Federated Broadband or any of its subsidiaries from claims resulting from the use of any provided service, which damages the subscriber or any other party.

Commercial Advertising - Email

The sending of unsolicited email (spamming) from a Federated Broadband server or referencing a domain hosted by Federated Broadband in any spam, whether originating from a Federated Broadband network or not, is forbidden. Should any such abuse be found whatsoever, Federated Broadband reserves the right to immediately and without notice terminate the account of the offending subscriber. Sites that promote, sell, or otherwise provide access to spam software products or e-mail lists or bulk e-mail addresses are not permitted on any Federated Broadband server.

Misuse of System Resources

To protect and maintain high availability to all its servers and bandwidth, activities designed to cause harm or monopolize the resources of any server or Federated Broadband bandwidth as a whole are strictly prohibited. This includes, but is not limited to, the use of programs that consume excessive bandwidth and CPU time, use of server space for backup or storage of material unrelated to the website of an account, resale of disk space without an appropriate resellers agreement, use of servers to engage in any malicious or illegal activity, including unauthorized access to remote systems or providing the means for such access or engaging in any activity that can be used as a means to begin remote system penetration, distribution of viruses, worms or any other electronic destructive resource, or maintain or creating any free-for-all type sites. Violation resulting from the misuse of Federated Broadband resources will result in the immediate suspension of the account and any continued violations will result in termination of affected services.

Illegal or Indecent Content

Use of any Federated Broadband services to make any illegal, indecent or obscene content available via transmission, storage, or display of such material is prohibited. Accounts maintaining such content are subject to suspension or termination without notice. Please see Consequences of Unacceptable Use.

Intellectual Property

Any activity that infringes on copyrights, trademarks, service marks, patents, software ownership or trade secrets held by any third party is prohibited. Federated Broadband is required by law to remove or suspend accounts that violate copyright held by third parties when notified that such infringement exists. Accounts that continually engage in such violations are subject to termination without notice. Material that infringes on the privacy or rights of others, or that otherwise represents a reasonable, credible threat, is prohibited. Disputes between parties where clear legal decisions cannot be determined by individual claims must be settled between those parties and valid documentation must be provided for action related to content on sites within the Federated Broadband network. In no instance will Federated Broadband be held responsible for individual site material for where no authorized documentation has been provided.

Other Activities

Any activity not defined above, but judged by Federated Broadband at its sole discretion to be harmful to other subscribers or general operations of the network, will be addressed on a case-by-case basis.

Consequences of Unacceptable Use

Federated Broadband reserves the right to suspend or terminate subscriber's access to its services upon notice of a violation of this policy. Notification of copyright infringement will be delivered in written format, as well as electronic format, when possible. Federated Broadband will be required to disclose subscriber information in response to a properly-issued subpoena. In the event Federated Broadband receives a second notice of infringement, internet services will be suspended for a minimum of ten days or until adequate assurances have been provided to Federated Broadband and complaining party that alleged infringement activity has stopped. After three notices are received services may be terminated if a court finds the internet subscriber liable for infringement violations. Indirect or attempted violations of this policy, and actual attempted violations by a third party on behalf of the subscriber, shall be considered violations of this policy by subscriber.