

## **Acceptable Use Policy - Internet Services**

The following additional terms shall apply to Internet access Services purchased by Customer (referred to herein as "you"):

- General Policy: We reserve the sole discretion to deny or restrict your Service, or immediately to suspend or
  terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates our
  policies or those of our subcontractors or suppliers, is objectionable or unlawful, interferes with the functioning
  or any other person's use of the Internet, our network, or the networks of our subcontractors or supplier, or
  violates the terms of this Agreement or applicable law.
- Specific Examples of AUP Violations. The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in the prior paragraph, it is a violation of the Agreement to: (a) access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of us, or subcontractors or suppliers, or any other entity, or to penetrate the security measures of us or our subcontractors or suppliers or any other person's computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (c) intercept, interfere with or redirect email or other transmissions sent by or to others; (d) introduce viruses, worms, harmful code or Trojan horses on the Internet; (e) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (f) generate excessive amounts of email or other Internet traffic; (g) use the Service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (h) resell the Services or redistribute/ transfer or enable others to resell or redistribute, access to the Service in any manner to any person or entity other than its employees; or (i) download or use the Service in countries prohibited by applicable law.
- Copyright Infringement/Repeat Infringer Policy. Neither you or anyone using the Service may store any material or use our systems or servers (or systems or servers of our subcontractors or suppliers) in any manner that constitutes an infringement of any intellectual property rights of us, our subcontractors or suppliers, or any other third party, including under U.S. copyright law. You understand and agree that any and all use of the Service is subject to such measures (including without limitation suspension and/or termination of Service) as we may implement in our discretion from time to time to ensure compliance with intellectual property rights, U.S. copyright law, and other applicable laws. These policies are in addition to and do not affect or modify any other rights we or our subcontractors or suppliers may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent or the law, please contact us.
- Compliance. We and our subcontractors and suppliers may, but are not required to, monitor your compliance, and the compliance of other subscribers and users, with the terms, conditions or policies of this Agreement. You acknowledge that we and our subcontractors and suppliers shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.
- **Underlying Supplier Policies.** You agree to comply with Acceptable Use Policies ("AUP") of our suppliers and subcontractors, including, without limitation Frontier Commercial Internet AUP located https://content.frontier.com/~/media/documents/corporate/policies/aup-commercial.pdf Charter and Communications LLC ("Spectrum Business") **AUP** located Operating, Internet at https://www.spectrum.com/policies/spectrum-business-internet-acceptable-use-policy.