

**ACCEPTABLE USE POLICY  
FOR  
BEST INTERNET COMPANY, LLC (BIC)  
INTERNET ACCESS SERVICES - RESIDENTIAL**

**BIC'S ACCEPTABLE USE POLICY AND HOW IT APPLIES TO USERS**

BIC's goal is to operate a secure and reliable Internet access and data transport network that provides users with best-in-class, high-speed Internet services (the "Services"). That is why BIC has created this Acceptable Use Policy ("AUP") – to ensure the proper use and integrity of its state-of-the-art network so that all of our customers and Services users (collectively, "Users") consistently enjoy the speeds, features and benefits it offers.

To that end, BIC takes this AUP very seriously and reserves the right to restrict, suspend or terminate a User's access to the Services and/or account with BIC, without notice, if User uses the Services in violation of this AUP or the other customer agreements and terms and conditions to which User is bound ("Customer Agreements"), as well as to take any appropriate legal or other action to enforce them (such as takedown or blocking of content without notice). BIC reserves the right, in its sole and absolute discretion, to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that BIC deems to be in violation this AUP or that otherwise may be harmful to BIC's network or other Users using the Services, regardless of whether such materials or their dissemination is unlawful.

Neither BIC nor any of its affiliates, suppliers or agents have any obligation to monitor transmissions or postings (including e-mail, file transfer, blog, newsgroup, and instant message transmissions, or materials available on the personal Web pages and online storage features) made available through the Services; provided that BIC may monitor these transmissions and postings from time to time for violations of this AUP and disclose, block, or remove them in accordance with this AUP, the Customer Agreements and/or applicable law.

In no event shall BIC have any liability whatsoever to Users for damages incurred by Users or any third party in connection with BIC's enforcement of this AUP.

By using the Services, Users are required to observe and comply with this AUP and the Customer Agreements. If a User does not wish to be bound by the AUP and/or Customer Agreements, then User may not use the Services and/or immediately must cease using the Services and notify BIC of such discontinuance, as commencement or continued use of the Services shall be deemed to constitute User's agreement to be bound by the AUP and Customer Agreements. While User's computers and other devices that are connected to the Internet may be accessed or used by other people, software or devices without User's knowledge or participation, User remains responsible for all such unauthorized access and uses. User is solely responsible to secure User's connected devices (including the data on those devices) and systems to prevent such unauthorized access and uses.

User has sole responsibility to protect children, minors and other socially dependent persons from access to inappropriate Internet content, applications and websites while using the Services. If children have access to the Services, BIC encourages you to use online parental controls and to carefully supervise online activity.

BIC may amend this AUP and/or Customer Agreements at any time and from time to time without separate notice to Users. It is User's responsibility to periodically check this AUP and Customer Agreements to ensure that User is fully informed of the current AUP and Customer Agreements and is in continued compliance with such policies.

**PERMITTED USE OF THE SERVICES**

BIC's residential Internet access Services are provided to User for User's reasonable, personal, non-commercial use only.

**PROHIBITED USES OF THE SERVICES**

The following is a non-exhaustive list of certain prohibited uses of the Services. Users may not use the Services:

Regarding Violations of Law

~In violation of any law, rule or regulation.

#### Regarding Resale and Expanded Use

~For resale or to permit or facilitate the use of the Services, in whole or in part, directly or indirectly, by other persons or entities, regardless of whether for a fee or profit, and regardless of the method (e.g., through Wi-Fi or other methods of networking).

~To use or run programs or dedicated, stand-alone equipment or servers from a User's premises that provide network content or any other services to anyone outside of such premises' local area network, also commonly referred to as public services or servers. Examples of prohibited equipment and servers include e-mail, Web hosting, file sharing, peer-to-peer servers, and proxy services and servers.

#### Regarding Network Management

~In any manner that interferes with BIC's ability to effectively manage its network. BIC may use various tools and techniques to operate and protect the security and integrity of its network, which may include tools to detect and quarantine malicious traffic, prevent the distribution or promulgation of viruses and other malicious code, monitor traffic for usage patterns, etc.

~To restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to BIC's Services or any host, server, backbone network, node or service, or otherwise cause a performance degradation to any facilities used to deliver the Services.

~In any manner that interferes with BIC's ability to provide Services to other Users, including any actions that result in excessive consumption or utilization of network resources or bandwidth or that may weaken network performance, reliability or security. BIC reserves the right to impose limits on excessive bandwidth consumption (for example, usage that exceeds User's contracted usage, that places an unusually large burden on the network, that BIC deems to be aberrational or above normal usage, that occurs during times of emergency or other situations causing temporary Internet traffic spikes, etc.) via any means available to BIC.

~To alter, modify, forge or tamper with such IP address, customer ID or any TCP/IP packet header or header information in an email or newsgroup posting.

~To connect BIC-provided equipment or Services to any computer or other device outside of User's premises.

#### Regarding Third Parties and Third Party Networks and Sites

~To restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Services (except for tools for safety and security functions such as parental controls, for example), including posting or transmitting any information or software that contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information.

~To access or attempt to access any other person's or entity's computer, device, software, data, network or system without their knowledge or consent.

~To breach or attempt to breach the security or protective measures employed by any computer, device, software, network or account of any person or entity, This includes, but is not limited to, accessing data not intended for User, logging into or making use of a server or account that User is not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so, including (1) to circumvent or attempt to circumvent the user authentication features or security of any host, network or account; or (2) using or distributing tools designed or used for determining or compromising security, such as password guessing, decoders, password gathers, keystroke loggers, analyzers, packet sniffers, encryption circumvention devices, Trojan Horse programs and cracking tools. Unauthorized port scanning is strictly prohibited.

~To impersonate any person or entity, engage in sender address falsification, forge any other person or entity's digital or manual signature, or perform any other similar fraudulent activity (such as phishing).

~In violation of the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Website that User accesses or uses.

~To interfere with computer networking or telecommunications service to any User, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host.

#### Regarding Content and Transmissions

~To access, upload, post, store, display, transmit or distribute information, data, information, content or material that (1) is illegal, threatening, harassing, hateful, terroristic, libelous, defamatory or otherwise injurious to any other person or entity; (2) is obscene, pornographic or contains graphic visual depictions of sexual acts or sexually explicit conduct involving children or minors or otherwise may harm a minor; (3) violates, misappropriates, misuses or infringes the intellectual property, proprietary or other rights of any other person or entity (including copyrights, trademarks and service marks); (4) violates the privacy, reputation or dignity of any other person or entity; (5) contains software viruses or other malicious computer code; or (6) that constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation.

~To upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Services or otherwise that is protected by copyright or other intellectual property or proprietary right, without obtaining any required permission of the owner.

~To distribute programs that make unauthorized changes to software (cracks).

~To transmit, collect or harvest (1) responses from bulk, commercial or unsolicited messages (spam); (2) non-publicly available personal information about any person without their knowledge or consent; or (3) email addresses, screen names or other identifiers of any person or entity without their prior consent, or deploying or using software or spyware designed to facilitate such activities.

~To send an unreasonable amount of (1) the same or substantially similar message; (2) empty messages or messages that contain no substantive content; or (3) messages or files that disrupt a server, account, blog, newsgroup, chat or other similar service ("mail bombing").

~To engage in deceptive trade practices or consumer fraud, such as illegal gambling, "make money fast" schemes, chain letters, pyramid or other investment schemes, or to make or encourage other persons to accept fraudulent offers for services or products.

#### **USE OF EQUIPMENT AND SOFTWARE PROVIDED BY BIC**

~User shall not copy, distribute, sublicense or permit the use by any other person or entity, any proprietary software that BIC provides in connection with its Services, except as otherwise permitted in the license (if any) that BIC provides with such software or under the Customer Agreements.

~User shall not use, disassemble, attempt to repair, alter, modify or tamper with any equipment that BIC provides in connection with its Services, nor permit any other person or entity to do the foregoing.