

## M-PULSE FIBER LLC

### ACCEPTABLE USE POLICY

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This document, M-PULSE FIBER LLC's Acceptable Use Policy ("AUP"), governs the use of internet related services provided by M-PULSE FIBER LLC. All contractual terms also apply.

#### **I. INTRODUCTION**

In this AUP, "Service(s)" refers to any Internet related service you receive from M-PULSE FIBER LLC or its affiliates including but not limited to High Speed Internet Access, Dedicated Internet access, Managed Service, web hosting, data center hosting, Enterprise hosting, or Unified Messaging. **By using any Service, you agree to abide by and be bound by the terms and conditions of this AUP.** This AUP may be revised by M-PULSE FIBER LLC at any time by posting on our website.

#### **II. VIOLATION OF THIS ACCEPTABLE USE POLICY**

Violation of this AUP may result in M-PULSE FIBER LLC taking actions ranging from a warning to a suspension of privileges or termination of Services. M-PULSE FIBER LLC may, but is under no obligation to: (i) provide you with advance notice of an AUP violation, via e-mail or otherwise, and (ii) request that such violation be immediately corrected prior to taking action.

M-PULSE FIBER LLC reserves the right to act immediately and without notice to suspend or terminate Services in response to a court order or other legal requirement that certain conduct be stopped or when M-PULSE FIBER LLC determines, in its sole discretion, that the conduct may:

- Expose M-PULSE FIBER LLC to sanctions, prosecution or civil action;
- Cause harm to or interfere with the integrity or normal operations of M-PULSE FIBER LLC's networks or facilities;
- Interfere with another person's use of M-PULSE FIBER LLC services or the Internet;
- Damage or disparage the reputation of M-PULSE FIBER LLC or its services; or
- Otherwise present a risk of harm to M-PULSE FIBER LLC or M-PULSE FIBER LLC's customers or their employees, officers, directors, agents, or other representatives.

M-PULSE FIBER LLC (i) may refer potential violations of laws to the proper authorities, (ii) may cooperate in the investigation of any suspected criminal or civil wrong, and (iii) will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. M-PULSE FIBER LLC assumes no obligation to inform you that your information has been provided to law enforcement authorities and, in some cases, may be prohibited by law from providing such notice. M-PULSE FIBER LLC shall not be liable for any damages of any nature suffered by you or any other customer, user, or third party resulting in whole or in part from M-PULSE FIBER LLC's exercise of its rights under this AUP.

### **III. PROHIBITED USES AND ACTIVITIES**

#### ***General Use Policy***

You are responsible for complying with the AUP. You are also responsible for the actions of others who may be using the Services under your account. You must respond in a timely manner to complaints concerning the Services. If M-PULSE FIBER LLC is alerted to or

otherwise becomes aware of violations or potential violations of this AUP, M-PULSE FIBER LLC will take whatever measures it deems necessary and appropriate to stop or prevent those violations.

***Abuse of e-mail; Spamming***

Mass e-mailing and "mail-bombing" (sending mass e-mail or deliberately sending excessively large attachments to one recipient) are prohibited. Business-class accounts may have different volume limitations and usage will be judged by type of account and the use. Forging e-mail headers (transmission information) is prohibited. Using another computer, without authorization, to send e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin is prohibited. Use of e-mail to harass or intimidate other users is prohibited.

Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating e-mail, is a violation of this AUP and M-PULSE FIBER LLC reserves the right to seek damages and other available relief against you and/or any third parties as applicable. For purposes of this AUP, such violations are determined by M-PULSE FIBER LLC in its sole discretion.

***No Resale/Sharing of Services***

You are prohibited from reselling the Service or otherwise making the Service available to third parties (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by your Business Services Agreement.

For residential accounts, you agree that you will not make the Services available to anyone other than your family and household guests. For business accounts, except as provided in an applicable Business Services Agreement, you agree that you will not make the Service available to anyone other than your business or your business' authorized employees or guests.

## IV. CUSTOMER CONDUCT

### ***Facilitating a Violation of this AUP***

You are prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights, and pirate software.

### ***Illegal Activity; Tortious Conduct***

Any use of the Services to violate any local, state or federal law or regulation also violates this AUP. Prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials;
- Using the Services to deliver spyware, or secretly or deceptively obtain the personal information of third parties (e.g., phishing);
- Intentionally spreading computer viruses;
- Exporting software or technical information in violation of U.S. export control laws;
- Gaining unauthorized access to private networks;
- Engaging in the transmission of pirated software;
- Unauthorized copying, distribution or display of copyrighted material;
- Conducting or participating in illegal gambling;
- Soliciting for illegal pyramid schemes through e-mail or USENET postings;
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the Services;
- Threatening, harassing, abusing, or intimidating others;
- Engaging in activity, illegal or not, that M-PULSE FIBER LLC determines in its sole discretion to be harmful to its subscribers, operations or networks;

- Making fraudulent offers of products, items or services; or
- Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of M-PULSE FIBER LLC.

### ***Third Party Rules***

You may have access through the Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, social networking sites or other services that promulgate rules, guidelines or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP. M-PULSE FIBER LLC reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

## **V. NETWORK MANAGEMENT**

As permitted by law, M-PULSE FIBER LLC may establish appropriate limitations on bandwidth, data storage, or other aspects of the Service by amending this AUP. Subscribers must comply with all such limitations prescribed by M-PULSE FIBER LLC.

### ***Network Security***

It is your responsibility to ensure the security of your network and the equipment that connects to the Services. You are required to take all necessary steps to secure and manage the use of the Services in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability.

Failing to secure your system against abuse or fraudulent activity is a violation of this AUP. You are responsible for configuring and securing your network and the Services to prevent unauthorized access to your systems and/or the M-PULSE FIBER LLC network. You are also responsible for any fraudulent activity that may occur due to your failure to secure your network and the Services. You will be responsible if unknown third parties utilize the Services at any time for the purpose of illegally distributing licensed software, engaging in abusive

behavior or engaging in any type of fraudulent conduct. You may not, through action or inaction (e.g. failure to secure your network), allow others to use your network for illegal, fraudulent or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines.

### ***Responsibility for Content***

You are responsible for any content you offer or receive through the Service.

### ***Password Security***

If applicable, your password provides access to your individual account. It is your responsibility to keep your password secure. You are responsible for any and all access to or use of the Services through your account. Attempting to obtain another user's account password is prohibited.

### ***Web Hosting and Data Center Hosting Surveillance***

M-PULSE FIBER LLC performs routine surveillance of its networks in connection with its web hosting, data center hosting, and related services. Although M-PULSE FIBER LLC will not, as an ordinary practice, proactively monitor your activities for violations of this AUP, there may be instances in which M-PULSE FIBER LLC through its routine surveillance finds violations of this AUP and reserves the right to take whatever action it deems appropriate in its sole discretion.

## **VI. CONTACT INFORMATION**

### ***Contact for Reporting Abuse***

Any party seeking to report a violation of this AUP may contact us via e-mail at:

[support@mpulsefiber.com](mailto:support@mpulsefiber.com)

### ***Contact for Copyright Infringement***

M-PULSE FIBER LLC complies with the Online Copyright Infringement Liability Limitation Act of 1998, 17 USC 512 (“Act”). As required by the Act, we have a policy that reserves our right to terminate services to subscribers who repeatedly infringe copyrights. If we receive a determination that any subscriber or account holder has infringed another’s copyright through the use of our system or network, we reserve the right to terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber. M-PULSE FIBER LLC accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

M-PULSE FIBER LLC  
Email: [copyright@mpulsefiber.com](mailto:copyright@mpulsefiber.com)