



## Wireless Broadband Service—Acceptable Use Policy

Revision of January, 2011

Grand Avenue Broadband thanks you for choosing its Internet service (the "Service"). Our goal is to provide you with a high-quality Internet experience. This Acceptable Use Policy ("AUP") has been designed to protect our subscribers, the Internet community and our Service from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the Service.

Certain services for your account, including (but not limited to) electronic mail and web hosting, are provided by Wydebeam Broadband. This AUP applies equally to services provided by Grand Avenue Broadband and/or Wydebeam Broadband ("Providers").

These terms explain the policies governing your access and use of the Services, including the actions we may take, within our sole discretion, for any use we deem unacceptable. Your violation of this AUP may result in the immediate suspension or termination of either your access to the Service and/or your account.

By using Providers' services and electronic mail website (the "Website"), you agree to abide by, and require others using the Service via your account to abide by the terms of this AUP. If you do not agree and comply with these terms, do not access or use the Website or Service.

**Links to Third-party Sites.** The Website may contain links to other websites that are maintained by third parties over which Providers have no control. These links are provided for convenience only. Use of these links will cause you to leave this Site and use of third-party websites is entirely at your own risk. Providers make no representation or warranty concerning any other site or the information, products or services offered or appearing on or through these sites. Providers are not responsible or liable for the conduct of the sites' operators, the content, availability, accuracy, quality, advertising, products, services or other materials offered at the sites.

**Prohibited Activities.** You may access and use the Service only in accordance with applicable local, state, federal or international law, order or regulation. You may not use the Service to:

- Conduct, participate in, or otherwise facilitate pyramid or other illegal soliciting schemes.
- Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- Invade another person's privacy, stalk, harass, or otherwise violate the rights of others.
- Post, transmit, or disseminate content that is threatening, abusive, libelous, slanderous, defamatory, incites hatred, or is otherwise offensive or objectionable.
- Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the equipment or the Service, including, without limitation, by posting or transmitting any information or software, which contains a virus, lock, key, bomb, worm, Trojan horse, cancelbot, or other harmful feature.
- Collect or store personal data about other users.
- Use an IP address not assigned to you.
- Violate any other policy or guideline of Providers.

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- Resell or redistribute the Service to any third party via any means including but not limited to wireless technology.

**Harm to Minors.** You may not use the Service to harm or attempt to harm a minor, including, but not limited to, by hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material.

**Intellectual Property Infringement.** You may not use the Service to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, or propriety rights of any party. Providers assume no responsibility, and you assume all risks regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

**User Content.** You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. Providers reserve the right to refuse to post or to remove any information or materials from the Service, in whole or in part, that it, in Providers' sole discretion, deems to be offensive, indecent, or otherwise objectionable.

**Commercial Use.** You may not resell or otherwise charge others to use the residential or business Service. You agree not to use the Service for operation as an Internet service provider, or for any other business enterprise, including, without limitation, IP address translation or similar facilities intended to provide additional access.

**Servers.** You may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by Providers.

**Misuse of Service.** You are responsible for any misuse of the Service that occurs through your account. You must therefore take steps to ensure that others do not gain unauthorized access or misuse the Service.

**Hacking/Attempted Unauthorized Access.** You may not use the Service to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person. The equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks or computers for any reason. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is prohibited.

**Security.** You are solely responsible for the security of any device connected to the Service, including any data stored on that device. Providers recommend that you take appropriate security precautions for any systems connected to the Service. You are responsible for securing any wireless (WiFi) networks connected to Providers' service at your location. Any wireless network installed by the customer or a representative of Providers that is unsecured or "open" and connected to the Providers' network will be deemed to be operating as an ISP and subject to the prohibition on commercial use set forth in herein.

**Disruption of Service.** You may not disrupt the Service in any manner. Nor shall you interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges or attempts to "crash" a host.

**Bandwidth, data storage and other limitations.** You must comply with the current bandwidth, data storage, electronic mail limits and other features that correspond with the package of Service you selected. In addition, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in Providers' sole judgment) an unusually great burden on the network itself. Your use must not improperly restrict, inhibit, disrupt, degrade or impede Providers' ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. If you use excessive bandwidth

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as determined by Providers, Providers may terminate, suspend, or require you to upgrade the Service and pay additional fees.

**Viruses, Trojan Horses, Worms and Denial of Service Attacks.** Software or other content downloaded from the Service may contain viruses and it is your responsibility to take appropriate precautions to protect your computer from damage to its software, files and data. You are prohibited from posting, transmitting or disseminating any information or software that contains a virus, Trojan horse, worm or other harmful program ("malware"), including malware that generates levels of traffic sufficient to impede others' ability to send or retrieve information. Prohibited conduct of this type includes denial of service attacks, spam mailings, or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious factors. To protect other network users, we reserve the right to suspend your service until you eradicate malware on your computer(s), even though your own infection was not deliberate.

**Electronic Mail.** You may not use the Service to send unsolicited bulk or commercial email messages ("spam"). Any unsolicited email must also not direct the recipient to any web site or other resource that uses the Service. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violates this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited.

If the Service is disconnected, whether voluntarily or by termination, all user names and associated electronic email addresses may be immediately released for reuse. Upon disconnection, any mailbox contents may be immediately deleted or held in a locked state. Addresses and email may be held until Providers delete them as part of its normal policies and procedures. There is no obligation for Providers to retain or make any user name, email address or stored email retrievable once the Service is disconnected.

### **INVESTIGATION AND ENFORCEMENT OF THE POLICY AND AGREEMENT**

All users of the Services must adhere to the terms of this Policy and Agreement. Providers have the right, but are not obligated, to strictly enforce this Policy and Agreement through self-help, active investigation, litigation and prosecution. We may also access and disclose any information (including transactional information) related to your access and use of our Website or Service for any lawful reason, including but not limited to: (1) responding to emergencies; (2) complying with the law (e.g., a lawful subpoena); (3) protecting our rights or property and those of our customers; or (4) protecting users of those services and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such services. **INDIRECT OR ATTEMPTED BREACHES OF THIS POLICY AND AGREEMENT, AND ACTUAL OR ATTEMPTED BREACHES BY A THIRD PARTY ON BEHALF OF A COMPANY, CUSTOMER, OR USER, MAY BE CONSIDERED BREACHES OF THIS POLICY AND AGREEMENT BY SUCH COMPANY, CUSTOMER OR USER.**

### **MISCELLANEOUS**

Any failure to insist upon or enforce performance of any provision in this Policy and Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision in this Policy and Agreement. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these terms and conditions so that it does not affect the validity and enforceability of any remaining provisions.

### **QUESTIONS AND COMMENTS**

We invite you to send in your questions or comments about our Service or Website, or to bring to our attention any material you believe to be inaccurate. Please send such comments, including a copy of any material you wish to discuss, to Customer Care. We hope you enjoy using our Services and we welcome suggestions for improvements.