

## **BUSINESS SERVICES ACCEPTABLE USE POLICY**

**Updated April 2017**

IN ORDER TO PROVIDE HIGH QUALITY CUSTOMER SERVICE AND ENSURE THE INTEGRITY OF VVYE'S HIGH-SPEED INTERNET SERVICE ("SERVICE"), VVYE HAS ADOPTED THIS BUSINESS SERVICES ACCEPTABLE USE POLICY ("POLICY").

PLEASE READ THIS POLICY PRIOR TO ACCESSING THE SERVICE. THE WORD "CUSTOMER" IS USED HEREIN TO REFER TO ANY PERSON, ENTITY OR BUSINESS ORGANIZATION THAT SUBSCRIBES TO THE SERVICE. BY USING THE SERVICE, CUSTOMER AGREES TO THE TERMS OF THIS POLICY. VVYE RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THE CUSTOMER'S SERVICE WITHOUT NOTICE, AT VVYE'S SOLE DISCRETION, IF CUSTOMER OR OTHERS WHO USE CUSTOMER'S SERVICE, VIOLATE THIS POLICY. VVYE ALSO RESERVES THE RIGHT TO IMMEDIATELY REMOVE ANY MATERIAL OR INFORMATION THAT VIOLATES THIS POLICY FOR ANY REASON WHATSOEVER AT VVYE'S SOLE DISCRETION WITHOUT PRIOR NOTICE.

### **1. USE**

The Service is being provided solely for use in Customer's business and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Service is in violation of this Policy and relieves Vyve of any affirmative obligations it may have.

Except for an established wholesale partnership between Customer and Vyve, Customer will not resell or redistribute, nor allow others to resell or redistribute, access to the Service in any manner. The limitation on resale or redistribution of access includes, but is not limited to, hosting applications such as the provision of e-mail, FTP and Telnet access.

Vyve reserves the right to disconnect or reclassify the Service for failure to comply with any portion of this Policy.

### **2. END USERS**

Customer is responsible for ensuring that all end users of the Service comply with this Policy. Vyve may disconnect Service if an end user violates this Policy. Customer must make its contact information publicly available, and must respond in a timely manner to any complaints. Vyve shall consider any complaints regarding Customer's end users to apply to the Customer. Customer is responsible for any and all e-mail addresses associated with Customer's account.

Customer is responsible for any misuse of the Service, whether by authorized or unauthorized end users. Therefore, Customer must take steps to ensure that others do not gain unauthorized access to the Service. Customer is solely responsible for the security of (i) any device Customer chooses to connect to the Service, including any data stored or shared on that device and (ii) any access point to the Service.

If the Customer sells or resells advertising or web space to a third party, then Customer will be responsible for the content of such advertising or web space and the actions of such third party.

### **3. NO ILLEGAL OR FRAUDULENT USE**

Customer will not use, nor allow others to use, the Service to violate any applicable federal, state, local or international laws (including, but not limited to, the Children's Online Privacy Protection Act). Customer will not use, nor allow others to use, the Service to commit a crime, act of terrorism, or fraud, or to plan, encourage or help others to commit a crime, act of terrorism or fraud, including but not limited to, acts of terrorism, engaging in a pyramid or ponzi scheme, or sending chain letters.

### **4. NO COPYRIGHT OR TRADEMARK INFRINGEMENT**

Customer will not use, nor allow others to use, the Service to send or receive any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person, entity or business organization. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software.

Vyve is registered under the Digital Millennium Copyright Act of 1998 ("DMCA"). Under the DMCA, copyright owners have the right to notify Vyve if they believe a Vyve Customer has infringed the copyright owner's work(s). If Vyve receives a notice from a copyright owner alleging a Customer has committed copyright infringement, Vyve will notify the Customer of the alleged infringement. If Vyve receives more than one notice alleging copyright infringement on the Customer's part, Customer may be deemed a "repeat copyright infringer." Vyve reserves the right, in Vyve's sole discretion, to terminate the accounts and access to the Service of repeat copyright infringers.

### **5. NO THREATS OR HARASSMENT**

Customer will not use, nor allow others to use, the Service to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy of any other person or entity.

### **6. NO HARM TO MINORS**

Customer will not use, nor allow others to use, the Service to harm or attempt to harm a minor, including, but not limited to, using the Service to send pornographic, obscene or profane materials.

### **7. NO "SPAMMING"**

Customer will not use, nor allow others to use, the Service to send unsolicited messages or materials, bulk e-mail, or other forms of solicitation ("spamming"). Vyve reserves the right,

in Vyve's sole discretion, to determine whether such posting or transmission constitutes unsolicited messages or materials. This prohibition against spamming is applicable to mass mailings by Customers in conjunction with third parties and is designed to maintain Service quality for all Customers. Mass mailings are those sent to more than 150 recipients by Customer or in conjunction with a third party to any group of recipients. Customer is responsible for maintaining confirmed opt-in records and must provide them to Vyve upon request. The term "opt-in" means that recipient has signed up for mailings voluntarily.

## **8. NO "HACKING"**

Customer will not use, nor allow others to use, the Service to access the accounts of others or to attempt to penetrate security measures of the Service or other computer systems ("hacking") or to cause a disruption of the Service to other on-line users. Customer will not use, nor allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools.

## **9. NO SYSTEM DISRUPTION**

Customer will not use, nor allow others to use, the Service to disrupt Vyve's network or computer equipment owned by other Vyve customers. Any static IP address must be authorized and provisioned by Vyve. Customer also agrees that Customer will not use, nor allow others to use, the Service to disrupt other Internet Service Providers or services, including, but not limited to, through use of e-mail bombing or mass mailing programs.

## **10. NO IMPERSONATION OR FORGERY**

Customer will not impersonate, nor allow others to impersonate, another user, falsify one's user name, company name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. Customer will not, nor allow others to, forge any message header of any electronic transmission, originating or passing through the Service.

## **11. NO ABUSE OF NEWSGROUPS**

Customer will not post, nor allow others to post, a similar item to more than six (6) newsgroups or mailing lists. Customer will not, nor allow others to, post or transmit any private, third party e-mail to any newsgroup or mailing list without the explicit approval of the sender.

## **12. NO EXCESSIVE USE OF BANDWIDTH**

If Vyve determines, in Vyve's sole discretion, that Customer is using an excessive amount of bandwidth over Vyve's network infrastructure for Internet access or other functions using public network resources, Vyve may at any time and without notice, suspend excessive bandwidth capability, suspend Customer's access to the Service, require Customer to pay

additional fees in accordance with Vyve's then-current rates for such service, or terminate Customer's account.

### **13. NO "VIRUSES"**

Customer will not use, nor allow others to use, the Service to transmit computer "viruses," worms, "Trojan horses" or other harmful software programs. Customer will use standard practices to prevent the transmission of such viruses or other harmful software.

### **14. NO WAIVER**

The failure by Vyve or its affiliates to enforce any provision of this Policy shall not be construed as a waiver of any right to do so at any time.

### **15. REVISIONS TO POLICY**

Vyve reserves the right to update or modify this Policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of the updated or modified policy. Notice of modifications to this Policy may be given by posting modified policy to Vyve's homepage located at <http://www.vyvebroadband.com/policies>, by electronic mail or by conventional mail.

Any violation of this Policy may lead to prosecution under state and/or federal law and/or termination of Customer's Service.