



## Acceptable Use Policy

FairlawnGig ("FairlawnGig") has adopted this acceptable use policy applicable to all users of FairlawnGig's services, (the "Internet Service"). This acceptable use policy is intended to advance FairlawnGig's goal of providing reliable and high quality Internet service to its subscribers.

### 1. APPLICABILITY

PLEASE READ THIS ACCEPTABLE USE POLICY PRIOR TO USING THE SERVICE; BY SUBSCRIBING TO THE INTERNET SERVICE, YOU, THE SUBSCRIBER, ARE AGREEING TO THE TERMS OF THIS ACCEPTABLE USE POLICY. YOU ARE RESPONSIBLE FOR ANY VIOLATION OF THIS ACCEPTABLE USE POLICY OR MISUSE OF THE SERVICE THROUGH THE USE OF YOUR ACCOUNT, EVEN IF THE MISUSE WAS CONDUCTED BY A THIRD PARTY OR OTHER END USER WITH ACCESS TO YOUR ACCOUNT, WHETHER OR NOT PERMITTED BY YOU. IT IS YOUR RESPONSIBILITY TO SECURE YOUR COMPUTER(S), NETWORK AND/OR ANY DEVICE, INCLUDING WIRELESS NETWORK ("Wi-Fi") DEVICES CONNECTED TO THE SERVICE SO THAT SUCH MISUSE IS PREVENTED.

### 2. REVISIONS TO POLICY

FAIRLAWNGIG MAY REVISE THIS ACCEPTABLE USE POLICY FROM TIME TO TIME WITHOUT NOTICE BY POSTING A SUCH REVISION ON FAIRLAWNGIG.COM OR ANY SUCCESSOR URL. ANY REVISION OF THIS ACCEPTABLE USE POLICY IS EFFECTIVE IMMEDIATELY UPON SUCH POSTING. AS SUCH, YOU SHOULD REGULARLY VISIT FAIRLAWNGIG.COM AND REVIEW THE POSTED ACCEPTABLE USE POLICY. IN THE EVENT OF A CONFLICT BETWEEN ANY SUBSCRIBER OR CUSTOMER AGREEMENT AND THIS ACCEPTABLE USE POLICY, THE TERMS OF THIS ACCEPTABLE USE POLICY WILL GOVERN.

### 3. VIOLATIONS

FAIRLAWNGIG RESERVES THE RIGHT TO IMMEDIATELY TERMINATE YOUR ACCOUNT WITHOUT NOTICE AT FAIRLAWNGIG'S SOLE DISCRETION IF YOU OR OTHERS WHO USE YOUR ACCOUNT VIOLATE THIS ACCEPTABLE USE POLICY. FAIRLAWNGIG ALSO RESERVES THE RIGHT TO IMMEDIATELY REMOVE ANY MATERIAL OR INFORMATION FROM FAIRLAWNGIG'S WEB SITES THAT VIOLATE THIS POLICY FOR ANY REASON WHATSOEVER AT OUR SOLE DISCRETION AND WITHOUT PRIOR NOTICE.

### 4. USE OF THE SERVICE

**Residential Use:** The Internet Service is provided for personal and family use within a single residential household. You agree that you will not use, nor allow others to use, the Internet Service to operate any type of business or commercial enterprise or to use the Internet Service as an Internet service provider.

You agree that you will not use, nor allow others to use, your home computer as a Web Server, FTP Server, file server or game server or to run any other server applications. Customer will not resell or redistribute, or allow others to resell or redistribute, access to the Internet Service in any manner, including by wireless means.

**Commercial Use:** If you are a commercial subscriber of FairlawnGig, this paragraph 4 shall not apply to your subscription to the Internet.

### 5. NO ILLEGAL OR FRAUDULENT USE

You agree that you will not use, and not encourage or allow others to use, the Internet Service to violate any applicable federal, state, local or international laws orders or regulations. You agree that you will not use, nor allow others to use, the Internet Service to plan or commit, or encourage or help others to plan or commit, a crime, fraud or act of terrorism, including but not limited to posting or transmitting information, data or material that is unlawful, abusive, libelous, slanderous, obscene, profane, unlawful, threatening, or defamatory, posting or transmitting child pornography or obscene material, engaging in a pyramid, Ponzi or other illegal soliciting schemes, sending chain e-mail that request money or other items of value, illegal gambling, the offering for sale of illegal weapons or substances, the promotion or publication of any material that may violate hate crime laws, or exporting software or technical information in violation of U.S. export control laws.

You agree to indemnify, defend and hold harmless FairlawnGig and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any act prohibited by this

Acceptable Use Policy or resulting from your violation of this Acceptable Use Policy. This paragraph will survive any termination or expiration of any applicable subscriber agreement.

#### **6. NO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

You agree that you will not use, nor allow others to use, the Internet Service to send or receive any information that infringes the intellectual property, including without limitation patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to digitized music, movies, books, photographs, art or other copyrighted materials or software, including FairlawnGig-provided software.

#### **7. NO THREATS OR HARASSMENT**

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

#### **8. NO HARM TO AND PROTECTION OF MINORS**

You agree that you will not use, nor allow others to use, the Internet Service to harm or attempt to harm a minor, including but not limited to using the Internet Service to send pornographic, obscene or profane materials, or violating the Children's Online Privacy Protection Act.

#### **9. NO "SPAMMING"**

You agree that you will not use, nor allow others to use, the Internet Service to send materials in a manner inconsistent with federal and state laws, including without limitation the CAN-SPAM Act of 2003 (15 U.S.C. §§ 7701-7713 and 18 U.S.C. § 1037). These materials include without limitation mass or bulk e-mail, numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content. We reserve the right, in our sole discretion, to determine whether such postings or transmissions constitute an advertisement, promotional material or any other form of solicitation in violation of such laws.

#### **10. NO "HACKING"**

You agree that you will not use, nor allow others to use, the Internet Service to access the accounts of others or to attempt to penetrate security measures of the Internet Service or access any other person's computer or computer system, software, data, confidential or proprietary information of others without the owner's knowledge and consent ("hacking") or to cause a disruption of service to other on-line users. You agree that you 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.

#### **11. NO SYSTEM DISRUPTION**

You agree that you will not use, nor allow others to use, the Internet Service to disrupt, restrict, destroy, impair or create any unusually large burden, disrupt any backbone network nodes or network service used by FairlawnGig, on FairlawnGig's network, computer equipment, content, material, device or system whether owned by FairlawnGig or others. You also agree that you will not use, nor allow others to use, the Internet Service to disrupt other Internet service providers or services, including but not limited to by e-mail bombing or the use of mass mailing programs, viruses, locks, keys, worms, Trojan horse or other harmful or debilitating feature; distribute mass or unsolicited e-mail, including commercial advertising, announcements or junk mail; or otherwise generate large levels of traffic sufficient to impede other's ability to send or receive information;

#### **12. NO IMPERSONATION OR FORGERY**

You agree that you will not, nor allow others to, impersonate another user, falsify one's user name, age, digital or manual signature or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. You agree that you will not, nor allow others to, forge any message header of any electronic transmission, originating or passing through the Internet Service, or use an IP address not assigned to you.

#### **13. NO ABUSE OF NEWSGROUPS**

You agree that will not, nor allow others to, post a similar item to more than three (3) newsgroups or mailing lists. You agree that you 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.

#### **14. NO EXCESSIVE BANDWIDTH USAGE**

FairlawnGig offers multiple tiers of High Speed Internet Service. You agree to comply with the current bandwidth, data storage, electronic mail and other threshold limitations that correspond with the package of service you selected. You further acknowledge that each tier or level of FairlawnGig's High Speed Internet Service has limits on the maximum speed at which you may send and receive data at any time, as set forth in the price list of either the Residential Service Agreement or the Commercial Service Agreement, whichever is applicable (the "Service Agreement"). You understand that the actual speeds you may experience at any time will vary based on a number of factors, including the capabilities of your equipment, Internet congestion, the technical properties of the websites, content and applications that you access, and network management tools and techniques employed by FairlawnGig. You agree that FairlawnGig has the right to monitor your usage patterns to facilitate the provision of FairlawnGig's High Speed Internet Service and to ensure your compliance with the package of service you selected and the Service Agreement and to efficiently manage the network and the provision of High Speed Internet Services. FairlawnGig may take such steps as it determines appropriate in the event your usage of the Internet Service does not comply with the package of service you selected or the Service Agreement. Additionally, FairlawnGig may use such tools and techniques as it determines appropriate in order to efficiently manage its network and to ensure a quality user experience for its subscribers.

#### **15. NO "VIRUSES"**

You agree that you will not use, nor allow others to use, the Internet Service to restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the Internet Service or any features of the Internet Service, any equipment or the Internet, regardless of intent, purpose or knowledge, including, without limitation, by posting or transmitting any information or software which contain computer "viruses," worms, "Trojan horses" or other harmful software programs and that you will use your best efforts to prevent the unintentional transmission of such viruses.

#### **16. FAIRLAWNGIG MONITORING**

FairlawnGig reserves the right at any time to monitor bandwidth, usage, transmissions, and content on the Internet Service from time to time; to seek or identify violations of this Policy; and/or to protect the network, the Internet Service and FairlawnGig users. FairlawnGig may not, however, routinely monitor the activity of your Internet Service account for violations of this Acceptable Use Policy. FairlawnGig's failure to enforce this Acceptable Use Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that any portion of this Acceptable Use Policy held invalid or unenforceable will as much as possible be construed consistent with the intent and applicable law; the remaining portions of this Acceptable Use Policy will remain in full force and effect.