



## ACCEPTABLE USE POLICY

### Summary

Dash Fiber Internet has formulated this Acceptable Use Policy ("AUP") in order to encourage the responsible use of Dash's networks, systems, services, web sites and products ("Dash Fiber Internet Services") by our customers (individually a "Customer" and collectively "Customers") and other users of the Dash Fiber Internet Services (a Customer or Customer and other such users are collectively, "Users"). This AUP outlines prohibitions that violate the AUP and provides consequences, which include suspension and termination of services provide by Dash, in the event of a violation. By using the Dash Fiber Internet Services, Users consent to comply with and be bound by the terms of this AUP. Dash Fiber Internet reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective when posted. Any use of the Dash Fiber Internet Services after such modification shall constitute acceptance of such modification.

### General Prohibitions

The Dash Fiber Internet Services, regardless of access method, must be used in a manner that is consistent with their intended purpose and may be used only for lawful purposes. Users shall not use the Dash Fiber Internet Services:

- i) in violation of any applicable law, including but not limited to any federal, state, local or applicable international, statute, regulation case law, order of a court, administrative agency or other tribunal, treaty, or other source of law;
- ii) in a manner that may adversely affect the Dash Fiber Internet Network and/or Services or interfere with Dash's operations; iii) in a manner that may expose Dash Fiber Internet to criminal or civil liability or any sanctions from any court tribunal or industry organization with authority to impose sanctions;
- iv) in a manner that violates any third party's acceptable use policy or analogous policy;
- v) in a manner that harms any third party or interferes with any third party's use of Dash Fiber Internet Services;
- vi) in a manner that violates any other aspect of this AUP.

Notwithstanding the specific examples of prohibited conduct or anything herein to the contrary, actions by a User that may violate this AUP include, but are not limited to, transmitting, distributing or storing data, content or other material, **and any action or inaction that may facilitate a violation of this AUP.**

The failure of Dash, its affiliates, suppliers or agents to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. You agree to indemnify, defend and hold harmless Dash Fiber Internet and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this AUP. Your indemnification will survive any termination of all Master Service Agreements and Customer Service Orders, as applicable.

## **Prohibitions – Specific Examples Inappropriate Content**

Users shall not use the Dash Fiber Internet Services to access, transmit, distribute or store material that is inappropriate, as reasonably determined by Dash, or material that is obscene (including but not limited to child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

## **Intellectual Property Infringements**

Material or content accessible through the Dash Fiber Internet Services may be subject to protection under laws pertaining to privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights, patents, trademarks, trade secrets or other intellectual property. Users shall not use the Dash Fiber Internet Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. User's use of a domain name in connection with any of the Dash Fiber Internet Services must not violate the trademark, service mark, or other rights of any third party.

## **Harmful Content**

Users shall not use the Dash Fiber Internet Services to transmit, distribute or store material that may be harmful to or interfere with the Dash Fiber Internet Services or any third party's networks, systems, services, or web sites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses.

## **Fraudulent or Misleading Content**

Users shall not use the Dash Fiber Internet Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

## **Email Abuses and Unsolicited Messages**

Users shall not use the Dash Fiber Internet Services to transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints ("spam"). Further, Users are prohibited from using the service of another provider to send spam to promote a site hosted on or connected to the Dash Fiber Internet Services. In addition, Users shall not use the Dash Fiber Internet Services in order to (a) send email messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mailbombing", (e) send or receive e-mail messages in a manner that violates the acceptable use policies or analogous policies of any other Internet service provider, or (f) use an email box exclusively as a storage space for data.

## **Internet Forums and Related Application Rules**

Users may have access through the Dash Fiber Internet Services to search engines, subscription web services, chat areas, bulletin boards, web pages, user groups, or other services that promulgate rules, guidelines or agreements to govern their use. Any violation by Users of any such rules, guidelines, or agreements is prohibited hereunder.

## **Security and Disruption Activities**

Users shall not use the Dash Fiber Internet Services to conduct activities that may be harmful to or interfere with the Dash Fiber Internet Services or any third party's networks, systems, services, or Web sites, including, but not limited to, flooding, mail bombing, denial of service attacks, phishing schemes and related activities. Users are prohibited from violating or attempting to violate the security of the Dash Fiber Internet Services

or the computers, accounts, websites, systems or networks of any third party. Users are also prohibited from any activity considered a precursor to attempted security violations, including, but not limited to, any form of scanning, probing, or other testing or information gathering activity. Users are put on notice that any such inappropriate activity may result in civil or criminal liability to User. Dash Fiber Internet will investigate such activity, and may involve and cooperate with law enforcement authorities in investigating and prosecuting Users suspected or alleged to be involved in such activity.

## Content

Dash Fiber Internet takes no responsibility for any material created or content accessible on or through the Dash Fiber Internet Services. Dash Fiber Internet is not obligated to monitor such material or content, but reserves the right to do so. Dash Fiber Internet will not exercise any editorial control over such material or content. In the event that Dash Fiber Internet becomes aware that any such material or content may violate this AUP Dash Fiber Internet reserves the right to block access to such material and suspend or terminate any User creating, storing, disseminating or otherwise involved with such material or content. Dash Fiber Internet further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User, notwithstanding any prohibition against doing so pursuant to a confidentiality agree or similar confidentiality obligation, that Dash Fiber Internet suspects or is alleged to be responsible for the wrongdoing.

## Consequences of Violations – Enforcement

If a User is not complying with or breaches any element of this AUP, Dash Fiber Internet may suspend or terminate the associated service **with or without notice**. Any decision on enforcement of this AUP shall be solely Dash's decision. Dash Fiber Internet may, but has no obligation to, notify Customer, by any means chosen by Dash, prior to any suspension or termination of a service to allow Customer to cure or remedy a violation or breach of this AUP. Dash Fiber Internet has no obligation to contact a User that is not a Customer. If Dash Fiber Internet decides to notify Customer prior to suspension or termination, Dash Fiber Internet is not obligated to actually deliver notice or otherwise contact Customer. Dash Fiber Internet may suspend or terminate service **without any notice** to Customer, if in Dash's sole discretion a breach or violation of this AUP:

- i) May violate any law, order of any court, government agency or other tribunal;
- ii) may harm the Dash Fiber Internet network or interfere with Dash's operations;
- iii) may violate a third party's acceptable use policy or analogous policy;
- iv) may harm a third party or interfere with a third party's use of the Dash's services;
- iv) give rise to any criminal or civil liability or other sanctions;
- v) or violate other aspects of this AUP.

Dash Fiber Internet may take such further action in Dash's sole discretion to eliminate or preclude repeat violations. Dash Fiber Internet shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from Dash's exercise of its rights under this AUP.

## Violation Reporting

Violations and suspected violations of this AUP may be reported to: [abuse@dashinternet.net](mailto:abuse@dashinternet.net)