



Acceptable Use Policy

As a provider of Internet access, web site hosting, and other Internet-related services, Fiberlink MDU offers its customers (also known as subscribers), and their customers and users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. Fiberlink MDU respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, Fiberlink MDU reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, Fiberlink MDU has developed an Acceptable Use Policy (“AUP”), which supplements and explains certain terms of each customer’s respective service agreement and is intended as a guide to the customer’s rights and obligations when utilizing Fiberlink MDU services. This AUP will be revised from time to time. A customer’s use of Fiberlink MDU services after changes to the AUP are posted on Fiberlink MDU web site will constitute the customer’s acceptance of any new or additional terms of the AUP that result from those changes.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet’s openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that Fiberlink MDU cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Fiberlink MDU cannot monitor or censor the Internet, and will not attempt to do so, Fiberlink MDU cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When subscribers disseminate information through the Internet, they also must keep in mind that Fiberlink MDU does not review, edit, censor, or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over Fiberlink MDU network and may reach a large number of people, including both subscribers and nonsubscribers of Fiberlink MDU, subscribers’ postings to the Internet may affect other subscribers and may harm Fiberlink MDU goodwill, business reputation, and operations. For these reasons, subscribers violate Fiberlink MDU policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

Spamming — Sending unsolicited bulk and/or commercial messages over the Internet (known as “spamming”). It is not only harmful because of its negative impact on consumer attitudes toward Fiberlink MDU, but also because it can overload Fiberlink MDU network and disrupt service to Fiberlink MDU subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received,



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Fiberlink MDU has the discretion to determine from all of the evidence whether the email recipients were from an “opt-in” email list.

Intellectual Property Violations — Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. Fiberlink MDU is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also Fiberlink MDU policy to terminate the privileges of customers who commit repeat violations of copyright laws.

Obscene Speech or Materials — Using Fiberlink MDU network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. Fiberlink MDU is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through Fiberlink MDU network.

Defamatory or Abusive Language — Using Fiberlink MDU network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers — Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Illegal or Unauthorized Access to Other Computers or Networks — Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual’s system (often known as “hacking”). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities — Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.



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Facilitating a Violation of this AUP — Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.

Export Control Violations — Exporting encryption software over the Internet or otherwise, to points outside the United States.

Usenet Groups — Fiberlink MDU reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities — Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities — Engaging in activities, whether lawful or unlawful, that Fiberlink MDU determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. Fiberlink MDU will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with Fiberlink MDU policy or applicable law. When Fiberlink MDU becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

Fiberlink MDU also is aware that many of its subscribers are, themselves, providers of Internet services, and that information reaching Fiberlink MDU facilities from those subscribers may have originated from a customer of the subscriber or from another third-party. Fiberlink MDU does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. Fiberlink MDU has the right to directly take action against a customer of a subscriber. Also, Fiberlink MDU may take action against the Fiberlink MDU subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, Fiberlink MDU anticipates that subscribers who offer Internet services will cooperate with Fiberlink MDU in any corrective or preventive action that Fiberlink MDU deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of Fiberlink MDU policy.



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Fiberlink MDU also is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Fiberlink MDU urges its subscribers to assume that all of their on-line communications are insecure. Fiberlink MDU cannot take any responsibility for the security of information transmitted over Fiberlink MDU facilities.

Fiberlink MDU will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority, or when public safety is at stake. Fiberlink MDU may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Fiberlink MDU may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request.

Fiberlink MDU assumes no obligation to inform the subscriber that subscriber information has been provided and in some cases may be prohibited by law from giving such notice. Finally, Fiberlink MDU may disclose subscriber information or information transmitted over its network where necessary to protect Fiberlink MDU and others from harm, or where such disclosure is necessary to the proper operation of the system.

Fiberlink MDU expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate Fiberlink MDU policy. Finally, Fiberlink MDU wishes to emphasize that in signing the service agreement, subscribers indemnify Fiberlink MDU for any violation of the service agreement, law, or Fiberlink MDU policy, that results in loss to Fiberlink MDU or the bringing of any claim against Fiberlink MDU by any third-party. This means that if Fiberlink MDU is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will pay any damages awarded against Fiberlink MDU, plus costs and reasonable attorneys' fees.

We hope this AUP is helpful in clarifying the obligations of Internet users, including Fiberlink MDU and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to support@fiberlinkmdu.com.