TERMS OF SERVICE: ACCEPTABLE RESIDENTIAL USE POLICY
FOR
DMEA UTILITIES SERVICES, LLC (“ELEVATE”)

Effective September 7, 2016

BACKGROUND

To ensure the quality, security, and reliability of its fiber optic broadband service (the “Service”), Elevate has adopted this Acceptable Residential Use Policy (the “Residential Use Policy”). The Residential Use Policy applies to each residential customer’s (“Customer”) use of the Service, and forms a part of the Terms of Service referenced in the Residential Fiber Optic Broadband Service Application and Agreement (“Agreement”). This Residential Use Policy supersedes previous residential use policies, and governs each Customer’s access to and use of the Service.

RESIDENTIAL USE POLICY

1. **Binding Nature of this Policy.** By using the Service, Customer agrees to abide by the binding terms of this Residential Use Policy. Elevate may modify this Residential Use Policy at any point in the future, and all such modifications are also binding. Any Customer who does not agree to be bound by the terms of the Residential Use Policy must immediately stop using the Service and notify Elevate to terminate the account.

2. **Elevate’s Right to Suspend or Terminate Service.** Elevate reserves the right to immediately suspend, terminate, or restrict use of the Service without notice if such use—in Elevate’s sole discretion—violates this Residential Use Policy or interferes with Elevate’s Service or network.

3. **Permitted Use.** The residential Service is designed only for personal and family use within a single household. Customer agrees that only Customer and Customer’s authorized guests in the same household will use the Service. Customer will not use, or enable others to use, the Service for a business or commercial enterprise. Reselling or otherwise redistributing the Service—including by wireless means—is strictly prohibited.

4. **Customer’s Responsibility for Use of the Service.** Customer is responsible for any transmission sent, received, posted, accessed, or stored via the Service through Customer’s account, including the content of any communication. Customer is also responsible for any misuse of the Service, violation of law, violation of this Residential Use Policy, or violation of the other Terms of Service that occurs through Customer’s account—whether by Customer, or by an authorized or unauthorized third party.

5. **Illegal or Harmful Use Prohibited.** Customer may use the Service only for lawful purposes. Any use of the Service to transmit, receive, or store material that violates any law or which is harmful is prohibited. By way of example only, the following illegal and/or harmful conduct is prohibited:
   a. **Offensive Materials:** Disseminating or posting material that is unlawful, libelous, defamatory, obscene, indecent, explicit, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory or otherwise objectionable.
   b. **Infringement:** Infringement of intellectual property rights such as copyright, trademark, patent, trade secret or other intellectual property right.
   c. **Fraudulent Conduct:** Offering or disseminating fraudulent goods, services, schemes, or promotions (e.g., pyramid schemes, chain letters, “pump and dump” stock fraud, make-money-fast schemes).
d. **Failure to Abide by Third-Party Policies:** Violating the rules, regulations, or policies that apply to any third-party network, server, or computer database that you access.

e. **Harmful Content:** Disseminating or posting harmful content including viruses, Trojan horses, worms, or any other computer or other programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information.

f. **Abuse of Newsgroups or Internet Chatrooms:** Customer may not spam newsgroups or chat rooms and must comply with the written charters, rules, or terms of service for those forums. In addition, Customer may not cross-post the same or substantially similar message excessively, post binary files to non-binary groups, or flood or disrupt a group.

6. **Electronic Communications.** Customer may not use the Service to distribute, publish, or send unsolicited advertisements, solicitations, commercial e-mail messages or promotional messages of any kind (commonly known as “spam”). Nor may Customer use the Service to distribute, publish, or send unsolicited informational announcements, empty messages (or messages containing no substantive content), or very large messages that may disrupt a server. Collecting or harvesting email addresses from the Internet for the purpose of sending unsolicited bulk email (or to provide collected addresses to others for that purpose) is also prohibited.

7. **Other Prohibited Activities.** Any use of the Service that violates this Residential Use Policy or that negatively impacts network security, quality, or integrity is prohibited. Such violations include, without limitation:

   a. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without express authorization of the owner of the system or network.

   b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network.

   c. Interference with Internet service to any user, host, or network, including but not limited to: mail bombing, flooding, or denial of service attacks.

   d. Failing to abide by the acceptable use policies of any networks, machines, or services that are accessed through the Service.

   e. Forging the header of any transmitted information packet, email, or Usenet posting.

   f. Modifying or tampering with any hardware, software, or configuration provided by Elevate including but not limited to routers, switches, and cable modem configuration files.

   g. Using manual or electronic means to avoid any limitations established by Elevate or attempting to gain unauthorized access to, alter, or destroy any information relating to any Elevate customer or end-user.

   h. Storing any program, utility or file on Elevate servers the use of which would constitute a violation of this policy. (For example, it is a violation to store hacker scripts, IRC bots, or spamming software on Elevate servers.)

   i. Disrupting, degrading or otherwise adversely affecting Elevate’s network or computer equipment owned by Elevate or other Elevate Customers.

   j. Excessive use of bandwidth that, in Elevate’s sole opinion, places an unusually large burden on the Elevate Service or exceeds normal usage. Elevate has the right to impose limits on excessive bandwidth consumption via any means.

   k. Assuming or assigning an Elevate IP address that was not allocated to the user by Elevate.

   l. Any use of the service for non-residential purposes.

8. **Security.** User is solely responsible for the security of any device connected to the Service, including any data stored on that device. Users shall take all necessary steps to avoid actions that result in the abuse of a resource on
their network. Examples of abuse of resources include open news servers, open SMTP servers, unsecure wireless routers, and unsecure proxy servers. If Customer is using a wireless router, Elevate requires that any wireless network be secure and encrypted. Users must take appropriate action to prevent their systems from becoming infected with and/or distributing computer viruses such as but not limited to worms, “Trojan horses,” denial-of-service attacks, and bots.

9. **Network Management.** Elevate uses a variety of reasonable network management tools and practices consistent with industry standards. In the event that periods of congestion necessitate such management, Elevate has available the following tools and practices (without limitation and as may be adjusted over time): (i) use of an upper limit of bandwidth allocated for uploading of files during congested periods; (ii) Subscriber Traffic Management (STM) technology to temporarily lower the priority of traffic with the greatest impact on peak congestion; (iii) spam filtering and detection techniques; and (iv) measures to protect the security and integrity of its network, resources and Customers. In limited instances if employed, these techniques may affect the throughput rate at which Customers may send and receive data, the ability of users to establish session connections within the network, or result in the delay of certain traffic during times of peak congestion.

10. **Monitoring.** Elevate reserves the right at any time to monitor bandwidth, usage, transmissions, and/or content on the Service. Elevate need not proactively or routinely monitor a Customer account’s use of the Service for violations of this Residential Use Policy, though it reserves the right to do so. If Elevate is alerted to violations or potential violations of this Residential Use Policy, Elevate may take whatever measures it deems necessary and appropriate to investigate, stop, and/or prevent those violations.

11. **Law Enforcement and Compliance with Applicable Laws.** Elevate may refer potential violations of laws to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrong, and will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. Elevate assumes no obligation to inform Customer that information has been provided pursuant to law enforcement, court order, or by other legal obligation. In the event that Elevate becomes aware that Customer’s use of the Service may violate a law or this Residential Use Policy, Elevate reserves the right to take all such actions appropriate to address that violation. Such action includes but is not limited to suspension of service, reduction of service resources, and termination of service. Elevate is not liable for any such responsive action and these actions are not exclusive. Elevate may take any other legal or technical action it deems appropriate.

12. **Limitation of Liability; No Warranty; Indemnity.** Nothing in this Residential Use Policy impairs or modifies those portions of the Agreement addressing limitation of liability, no warranty, or indemnity.

13. **No Waiver.** The failure by Elevate to enforce any provision of Residential Use Policy at any point in time shall not be construed as a waiver of any right to do so at any future time thereafter.

14. **Revisions to Policy.** Customers should regularly visit Elevate’s website and review this Residential Use Policy to ensure that their activities conform to the most recent version of the policy. In the event of a conflict between the Agreement and this Residential Use Policy, the terms of this policy will govern. Questions or concerns about this Residential Use Policy should be addressed to questions@elevatefiber.com.