

Fiber Optic Internet Acceptable Use Policy

THIS ACCEPTABLE USE POLICY (“AUP” OR “POLICY”) IS A MATERIAL PART OF ANY AGREEMENT WITH CONNEXT NETWORKS (“CONNEXT NETWORKS”) FOR PROVISION OF ITS SERVICES TO ITS CUSTOMERS. PLEASE READ AND FOLLOW THIS POLICY CAREFULLY. THIS POLICY MAY BE REVISED FROM TIME TO TIME BY Connex Networks, OR AS OTHERWISE SET FORTH BELOW AND THE CURRENT VERSION OF THIS POLICY MAY BE FOUND AT <https://www.connexbroadband.com>.

Connex Networks and its affiliates, (collectively “Connex Networks”) has established this AUP for subscribers (“YOU” or “YOUR”) of Connex Networks' Internet access service, email, web hosting, voice-over-IP telephone service, or other Internet related services (collectively the “Service”) by designating standards for acceptable and unacceptable uses of the Service. This AUP forms part of the agreement between Connex Networks and YOU and is incorporated by reference into Connex Networks' terms and conditions for the applicable Service (the “Terms”) as found at <https://www.connexbroadband.com>. All subscribers of the Service and anyone who uses or accesses the Service, must comply with, and shall be bound by the terms of this AUP. Connex Networks supports the free flow of information and ideas over the Internet as described in the Connex Networks Open Internet Statement and Policy found at <https://www.connexbroadband.com>. YOUR access to the Service is conditioned on legal and appropriate use of the Service. YOUR use of the Service and any activities conducted online through the Service shall not violate any applicable law or regulation or the rights of Connex Networks, or any third party.

PROHIBITED USES OF THE SERVICE. For the benefit of all of Connex Networks' subscribers, as a condition of the Service, Connex Networks prohibits the following activities:

1. Unlawful or Improper Use of the Service. YOU may not use the Service in a manner prohibited by any applicable laws or regulations. Without limiting the foregoing, YOU may not use the Service for any unlawful or abusive purpose, in any way that could damage, disable, overburden, or impair any Connex Networks property, or in any way that directly or indirectly interferes with or disrupts our network or adversely affects another’s use or enjoyment of any Service, including other Connex Networks subscribers. YOU may not use or attempt to use the Service in any manner such as to avoid incurring charges for or otherwise being required to pay for such usage. YOU may not circumvent or attempt to circumvent user authentication or security of any host,

network, network element, or account (also known as “cracking” or “hacking”). This includes, but is not limited to,

accessing data not intended for YOU, logging into a server or account that YOU are not expressly authorized to access, or probing the security of other networks. YOU may not interfere or attempt to interfere with any services to any user, host, or network (“denial of service attacks”). This includes, but is not limited to, “flooding” of networks, deliberate attempts to overload a service, and attempts to “crash” a host. YOU may not use any kind of program/script/command, or send messages of any kind, designed to interfere with (or which does interfere with) any server or a user’s session, by any means, locally or via the Internet. The Service is intended for periodic, active use. YOU may not use the Services on a standby or inactive basis in order to maintain a connection. Pinging is prohibited.

2. Excess Utilization of Network Resources. The excessive use or abuse of Connext Networks' network resources by one subscriber may have a negative impact on all other subscribers. Accordingly, you may not use the Service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in Connext Networks' sole discretion. Such prohibited actions include, but are not limited to: using the Service to host a web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, use net hosting, or continuous FTP uploading or downloading. In the event that you violate the terms of this provision Connext Networks may, without limitation, restrict your access to Connext Networks' network, increase the fees associated with your Service, including upgrading you to a higher class of Service, or immediately suspend or terminate your Service. In the event of termination of your Service, all applicable termination charges will apply.

3. Intellectual Property Infringement. YOU may not use the Service to store, transmit or receive any material that infringes on any patent, trademark, trade secret, copyright, or other proprietary or intellectual right of any party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, or the unauthorized transmittal of copyrighted software. If Connext Networks receives a notice from a copyright owner alleging a Customer has committed copyright infringement, Connext Networks will notify the Customer of the alleged infringement. If Connext Networks receives more than one notice alleging copyright infringement on the Customer's part, Customer may be deemed a “repeat copyright infringer.” Connext Networks reserves the right to terminate the accounts and access to the Service of repeat copyright infringers. YOU are also prohibited from using the service to interfere with any technical measures employed by Connext Networks that ARE used to ensure compliance with this policy.

4. Objectionable Material. YOU may not use the Service to advertise, solicit, store, post, transmit, disseminate, or otherwise make available material or information that is unlawful, harmful, threatening, abusive, harassing, libelous, defamatory, hateful, obscene, indecent, or otherwise objectionable or which encourages or participates in conduct that would constitute a criminal offense, gives rise to a civil liability, or otherwise violates any local, state, national, or international law, order, rule, or regulation. Connex Networks will notify and fully cooperate with law enforcement if it becomes aware of any use of the Service in any connection with child pornography or the solicitation of sex with minors.

5. Spamming, Junk E-mail and Invasion of Privacy. YOU may not use the Service to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited bulk e-mail, unsolicited duplicative e-mail, unsolicited commercial e-mail, fax broadcasting, fax blasting, or other activity that invade another person's privacy (collectively, "Spam"). An e-mail may be "unsolicited" for purposes of this AUP if (1) the recipients' e-mail addresses were not obtained through a personal or customer relationship between recipient and sender, (2) recipients did not affirmatively consent to receive communications from the sender, or (3) recipients have opted out of receiving communications from sender when given the opportunity to do so.

6. Fraudulent Activity. YOU may not use the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", or "chain letters." YOU may not use techniques to hide or obscure the source of any e-mail or other communication.

7. Impersonation. YOU may not use the Service to impersonate any person or entity, or falsely state or otherwise misrepresent YOUR affiliation with any person or entity, or to create a false identity for the purpose of misleading others. Without limiting the foregoing, YOU may not use invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing. Further, YOU may not alter, obscure or forge the MAC or IP addresses of the network's equipment or systems used by Connex Networks to provide the Service.

8. Software Viruses. worms, Trojan Horses time bombs, cancelbots, corrupted files, or other code that manifests contaminating or destructive properties. Also, activities that

disrupt the use of or interfere with the ability of others to effectively use the Service or any connected network, system, service, or equipment are not permitted.

9. Collecting Information. YOU may not use the Service to store or collect, or attempt to store or collect, personal information about third parties without their prior knowledge and consent.

10. Newsgroups. YOU should use YOUR best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or “community standards” describing what is and is not considered appropriate. YOU must abide by such guidelines. YOU may not post or list articles which are off-topic according to the description of the group or send unsolicited mass e-mailings to ten or more people if such e-mail could reasonably be expected to provoke complaints from its recipients. Without limiting any other rights or remedies that Connex Networks may have under this AUP, the applicable Terms or applicable law, Connex Networks may cancel any postings that violate this AUP as determined by Connex Networks in its sole discretion.

11. Use of Your Account by Others. YOU may not, through action or inaction, allow others to use the Service for illegal or improper activities or for any purpose or in any manner prohibited by this AUP. YOU may not permit YOUR network, through action or inaction, to be configured in such a way that gives a third party the capability to use the Service in an illegal or improper manner or for any purpose or in any manner prohibited by this AUP.

12. Reselling. YOU may not directly or indirectly reproduce, duplicate, copy, sell, provision, resell, rent, lend, pledge, transfer, distribute or exploit any portion of the Service without Connex Networks' prior written consent.

13. Forging of Headers. YOU may not forge or misrepresent message headers, whether in whole or in part, to mask the originator of the message.

14. Hacking. YOU may not access illegally, or without authorization, computers, accounts, equipment or networks belonging to another party, or attempting to penetrate security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

15. Facilitating a Violation of this Policy. YOU may not advertise, transmit, or otherwise make available any software product, product, or service that is designed to violate this Agreement, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.

16. Export Control Violations. YOU may not use the service for the transfer of technology, software, or other materials in violation of applicable export laws and regulations, including but not limited to the U.S. Export Administration Regulations and Executive Orders.

17. Other Illegal Activities. YOU may not use the service in violation of any applicable law or regulation, including, but not limited to, advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.

ILLEGAL AND FRAUDULENT ACTIVITY

YOU acknowledge and agree that Connex Networks may cooperate fully with investigations of possible illegal activity or violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Subscribers who violate systems or network security may incur criminal and/or civil liability. Connex Networks may immediately suspend or terminate YOUR Service if Connex Networks suspects abuse or fraudulent use of the Service, interference with our network, or violation of the AUP or applicable Terms, and may notify the appropriate authorities if it reasonably believes that such abuse or fraudulent use is in violation of applicable law. YOU must cooperate with Connex Networks in any fraud investigation and use any fraud prevention measures that Connex Networks prescribes. YOUR failure to provide reasonable cooperation may result in YOUR liability for all fraudulent usage.

Sharing YOUR User ID or password with any other person is absolutely prohibited. In the result that YOU do share YOUR User ID or password with another person, YOU will be solely responsible for the actions of that other person. Deletion, examination, copying, or modification of files and/or data belonging to other users without their prior consent is prohibited. Continued impedance of other users through mass consumption of system resources, after receipt of a request to cease such activity, is prohibited. Any unauthorized, deliberate action which damages or disrupts a computing system, alters

its' normal performance, or causes a malfunction, is a violation regardless of system location or time duration.

VIOLATIONS OF AUP

1. In the event that YOU violate this AUP, Connex Networks may, without limitation, restrict YOUR access to Connex Networks' network, increase the fees associated with YOUR Service, including upgrading YOU to a higher class of Service, or immediately suspend or terminate YOUR Service. In the event of termination of YOUR Service, all applicable termination charges will apply. Except as expressly provided herein, the rights and remedies of Connex Networks are cumulative and not exclusive of any rights or remedies that Connex Networks may otherwise have at law or in equity. Waiver of any violation of this AUP by Connex Networks shall not act as a waiver of any subsequent violation, nor shall it be deemed to be a waiver of the underlying obligation or term. No failure or delay by Connex Networks in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. YOU should read this AUP in conjunction with the Terms for any applicable Service and our other Policies which are set forth on our website. Connex Networks has the right but not the obligation to monitor or restrict any uses of the Service that Connex Networks believes in its sole discretion violates this AUP, any part of the applicable Terms, or applicable law. YOU are solely responsible for all content that YOU transmit or receive utilizing the Service, and are responsible for abuse of YOUR account by others.

2. In addition, violations of this AUP may result in a demand for: immediate removal of offending material; immediate, temporary or permanent filtering; blocked access; suspension or termination of service (in whole or in part); or other action appropriate to the violation, as determined by Connex Networks, in its sole discretion. We reserve the right to take any such action without notice at any time, as determined by us in our sole discretion. Connex Networks may involve, and will cooperate with, law enforcement if criminal activity or threatened criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations or alleged violations of this AUP. YOU will be liable to us for any damages incurred by us or amounts that are required to be paid by us that arise out of or are related to YOUR violation of this AUP, including, without limitation, damages paid to third parties, cost of repairs or replacements, reasonable attorney's fees or other costs or damages incurred by us.

PRIVACY, MONITORING THE SERVICE, POLICY MANAGEMENT

Connex Networks is under no obligation to monitor the Service, anyone's use of the Service, or to retain the content of any user session. However Connex Networks may do so from time to time in its discretion. Without limiting any other right of Connex Networks under this AUP or the applicable Terms, Connex Networks (a) reserves the right at all times and without notice to delete any content and (b) may disclose any information regarding YOU or YOUR use of the Service for any reason and at its sole discretion in order to satisfy applicable laws, regulations, orders, or governmental requests, or in order to operate and deliver the Service in an efficient manner, or to otherwise protect Connex Networks' property or legal interests and those of its subscribers. To protect its customers and its network Connex Networks may, without limitation, block and allow traffic types as we see fit at any time.

REPORTING VIOLATIONS

Connex Networks requests that any person who becomes aware of a violation of this AUP report the information to Connex Networks at billing@connextnetworks.com or by mail to 2655 G. Avenue Ogden, Utah 84401. If available, please provide the IP address used to commit the alleged violation and the date and time of the alleged violation. Connex Networks may take any appropriate action as it deems fit in its sole discretion, including, but not limited to, one or more of the following actions in response to a report: issue a warning; suspend the subscriber's newsgroup posting privileges; suspend the subscriber's account; terminate the subscriber's account; bill the subscriber for administrative costs and/or reactivation charges; bring appropriate legal action to enjoin violations and/or to collect damages, if any, caused by violations; or take no action.

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to the Digital Millennium Copyright Act of 1998 (DMCA) and in accordance with Title 17, Section 512(c)(2) (as amended) of the United States Code, notifications of a claimed copyright infringement may be sent (a) by e-mail to billing@connextnetworks.com;
(b) by regular mail to 2655 G Avenue Ogden, Utah 84401.

REVISIONS, RESERVATION OF RIGHTS

Connex Networks reserves all rights including the right to revise, amend, or modify this

AUP or any other Policy at any time, and any such revisions will be effective ten (10) days after

posting on Connex Networks' website. YOU agree that YOUR continued use of the Service after the effective date of any such revision, amendment or modification will constitute YOUR acceptance thereof and YOU shall thereafter be bound by the terms of this AUP, as revised, modified or amended. IT IS YOUR RESPONSIBILITY TO CHECK Connex Networks 'S WEBSITE REGULARLY, AS ALL OR ANY PART OF THIS AUP MAY CHANGE WITHOUT NOTICE.

INTERPRETATION

The terms and provisions of this AUP are intended as guidelines and are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this AUP, is prohibited. We reserve the right at all times, with or without notice, to prohibit activities that damage our commercial reputation and goodwill or that affect the quality of our services or our ability to provide services.

INDEMNIFICATION

YOU agree to indemnify and hold harmless Connex Networks , and its suppliers and licensors, officers, directors, employees, agents and affiliates from any claim, liability, loss, damage, cost, or expense (including without limitation, reasonable attorney's fees) arising out of or related to YOUR use of the Service, any materials downloaded or uploaded through the Service, any actions taken by YOU in connection with YOUR use of the Service, any violation of any third party's rights or an violation of law or regulation, or any breach of this AUP. This Section will not be construed to limit or exclude any other claims or remedies that Connex Networks may assert under this AUP, the applicable Terms or by law.

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