



## **ACCEPTABLE USE POLICY**

DE Fastlink LLC's, (the "Company", "us", or "we") goal is to provide its customers with the best broadband service possible. In order to help accomplish this, DE Fastlink has adopted this Acceptable Use Policy (the "Policy"). This Policy is applicable to all users of DE Fastlink's internet, phone, mobile application, hosting, broadband, or other related services including DE Fastlink's website (collectively, the "Services"). This Policy is in addition to any restrictions, terms, or conditions contained in the DE Fastlink Service Agreement, DE Fastlink End User Agreements, DE Fastlink Privacy Policy, and all other DE Fastlink agreements and policies, available at [defastlink.net](http://defastlink.net). Use of the Services constitutes acceptance of this Policy.

### **1. APPLICABILITY**

Please read this Policy prior to using the Services. By subscribing to the Services, you, the subscriber, are agreeing to the terms of this Policy. You are responsible for any violation of this Policy or misuse of the Services 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 network devices, tablet and smart phones connected to the Services so that such misuse is prevented.

### **2. REVISIONS TO POLICY**

DE Fastlink may revise this Policy from time to time without notice by posting such revision(s) on the Company's website ([defastlink.net](http://defastlink.net)). Any revision of this Policy is effective immediately upon such posting. Therefore, you should regularly visit the Company's website ([defastlink.net](http://defastlink.net)) and review the posted Policy. In the event of a conflict between any subscriber agreement and this Policy, the terms of this Policy will govern.

### **3. DISCLAIMER**

You agree that neither the Company nor its affiliates are liable for files, data or other information that may be lost, corrupted, delayed or damaged on your computer system, tablet, or smart phone during your use of the Services, and you agree to hold the Company and its Affiliates harmless in the event that any file, data or other information is lost, corrupted, delayed or damaged. You understand and agree that neither the Company nor its Affiliates will restore or reconfigure your computer system at any time. You agree that the Company and its Affiliates are not responsible to you or others for any and all losses, damages or claims that you or others may suffer as a result of your use of the Services. DE Fastlink and its Affiliates specifically disclaim any and all liability for any damages, including without limitation, any special, indirect, incidental or consequential damages that may arise from any use of, inability to use, or reliance on the Services.

#### **4. SECURITY**

If applicable, you acknowledge that some of the Services may be provided in a public area where others could be located in close proximity to you. Because of this close proximity, you acknowledge that other persons, including minors, may be exposed, inadvertently or intentionally, to the contents of the material downloaded or being transmitted or visible or audible on your computer, tablet, or mobile electronic device. Accordingly, you agree that you will strictly adhere to the content restrictions in this Policy.

From time to time you may decide to access third-party Internet sites or order products or services from third parties when you access the Internet via the Services. DE Fastlink recommends that you use only secure Internet sites when making your credit card and any other information about yourself available to others on the Internet. You agree that you are solely responsible for the security of your credit card and similar sensitive business or personal information from unwanted charges, use or disclosure. You agree to hold the Company and its Affiliates, and their respective agents and affiliates, harmless in the event that your credit cards, bank account numbers, social security number, your identity, or any of your personal or business information is compromised or utilized by a third party.

#### **5. VIOLATIONS**

While DE Fastlink does not monitor or control your Internet communications, if we become aware of a violation of this Policy by you or another who uses your account (with or without your knowledge or permission), we may take such action as we consider appropriate in our sole discretion and without notice, including termination, suspension, blocking or filtering of sites, and co-operating with and notifying relevant authorities and parties including enforcement agencies and other internet service providers and carriers. DE Fastlink may, for this purpose, need to communicate personal information relating to a subscriber to the relevant authorities.

#### **6. PROHIBITED USE**

The Services are provided for private business, personal, or commercial use. You agree that you will not use, nor allow others to use, the Services as an Internet service provider. You will not resell or redistribute, or allow others to resell or redistribute, access to the Services in any manner. The limitation on resale or redistribution of access includes, but is not limited to, hosting applications such as the provision of e-mail, FTP, HTTP, VoIP, and Telnet access. Although resale of such services is prohibited, a business rate plan allows for the hosting of these services for the business's own purpose (ex: employee email, basic business website for marketing).

#### **7. NO ILLEGAL OR FRAUDULENT USE**

You agree that you will not use, and not encourage or allow others to use, the Services 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 Services 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.

Additional prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials;
- Using the Services to deliver spyware, or secretly or deceptively obtain the personal information of third parties (*e.g.*, phishing);
- Intentionally spreading computer viruses;
- Exporting software or technical information in violation of U.S. export control laws;
- Gaining unauthorized access to private networks;
- Engaging in the transmission of pirated software, movies, music, etc.
- Unauthorized copying, distribution or display of copyrighted material, along with the illegal use of copyrighted torrents, Usenet, and other P2P sharing software;
- Conducting or participating in illegal gambling;
- Soliciting for illegal pyramid schemes through e-mail or USENET postings;
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the Services;
- Threatening, harassing, abusing, or intimidating others;
- Engaging in activity, illegal or not, that DE Fastlink determines in its sole discretion to be harmful to its subscribers, operations, or networks;
- Making fraudulent offers of products, items or services; or
- Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of DE Fastlink

You agree to indemnify, defend and hold harmless the Company and its Affiliates and their respective affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from your engaging in any act prohibited by this Policy or resulting from your violation of this Policy. This paragraph will survive any termination or expiration of any applicable service agreement.

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

You agree that you will not use, nor allow others to use, the Services 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.

DE Fastlink complies with the Online Copyright Infringement Liability Limitation Act of 1998. 17 USC 512 (“Act”). As required by the Act, DE Fastlink has a policy that reserves its right to terminate services to subscribers who repeatedly infringe copyrights. If DE Fastlink receives a

determination that any subscriber or account holder has infringed another's copyright through the use of its system or network, DE Fastlink reserve the right to terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber. DE Fastlink accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act. Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

DE Fastlink, LLC  
Attn: Net Abuse  
P.O. Box 88  
Laurel, MS 39441-0088  
Or via e-mail to [admin@defastlink.net](mailto:admin@defastlink.net)

## **9. NO THREATS OR HARASSMENT**

You agree that you will not use, nor allow others to use, the Services 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.

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

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

## **11. NO "SPAMMING"**

You agree that you will not use, nor allow others to use, the Services 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. Using another computer without authorization to send e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin is prohibited. Use of e-mail to harass or intimidate other users is prohibited. 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.

## **12. NO "HACKING"**

You agree that you will not use, nor allow others to use, the Services to access the accounts of others or to attempt to penetrate security measures of the Services 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.

### **13. NO SYSTEM DISRUPTION**

You agree that you will not use, nor allow others to use, the Services to disrupt, restrict, destroy, impair or create any unusually large burden, disrupt any backbone network nodes or network service used by the Company, on the Company's network, computer equipment, content, material, device or system whether owned by the Company, its Affiliates, or others. You also agree that you will not use, nor allow others to use, the Services 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.

### **14. 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 Services, or use an IP address not assigned to you.

### **15. 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. DE Fastlink reserves the right not to accept a posting from newsgroups where there is actual knowledge that content of the newsgroup violates the AUP.

### **16. NO EXCESSIVE BANDWIDTH USAGE**

DE Fastlink offers multiple tiers of Services. 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 Services has limits on the maximum speed at which you may send and receive data at any time, as set forth in the list of fees available on our website and incorporated into your 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 the Company. You agree that the Company may change the bandwidth or other threshold limitation of any tier by amending the list of fees or Service Agreement. Your continued use of the Services following such a change will constitute your acceptance thereof. You also agree that the Company may use technical means, including but not limited to suspending or reducing the speed of the Services, to ensure compliance with your tier of service and to ensure that the Company's Services operate efficiently. You further agree that the Company has the right to monitor your usage patterns to facilitate the provision of the Company's Services and to ensure your compliance with the package of service you selected and the Services Agreement and to efficiently manage the network and the provision of the Services. Company may take such steps as it determines

appropriate in the event your usage of the Services do not comply with the package of service you selected or the Service Agreement. Additionally, the Company 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.

#### **17. NO “VIRUSES”**

You agree that you will not use, nor allow others to use, the Services to restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the Services or any features of the Services, 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.

#### **18. COMPANY MONITORING.**

DE Fastlink reserves the right at any time to monitor bandwidth, usage, transmissions, and content on the Services from time to time; to seek or identify violations of this Policy; and/or to protect the network, the Services and other users. Company's failure to enforce this 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 Policy held invalid or unenforceable will as much as possible be construed consistent with the intent and applicable law; the remaining portions of this Policy will remain in full force and effect.

#### **19. REPORTING ABUSE OF AUP**

Any party seeking to report a violation of this AUP may contact DE Fastlink via email at [admin@defastlink.com](mailto:admin@defastlink.com).

Adopted: January 21, 2021