



## Broadband Service Acceptable Use Policy

Effective March 26, 2019

This Acceptable Use Policy is applicable to BrightRidge service offerings which may include data, high-speed internet, voice, and video service (referred to as "Services"). The policy is designed to encourage BrightRidge customers and others (referred to as "Users") to use the Services responsibly and to enable BrightRidge to provide Users with secure, reliable and productive Services.

### General Conduct

BrightRidge network and Services may be used only for lawful purposes. BrightRidge is not responsible for the content of any websites linked to or accessible by the Services; links are provided as Internet navigation tools only. Users may not use the network or Services in order to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is obscene, threatening, abusive or otherwise illegal, or that contains a virus, worm, Trojan horse, or other harmful component; or (d) that contains fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations. Users are also subject to the acceptable use policies, as amended from time to time, of any third-party provider of Services to BrightRidge.

### Internet Services

BrightRidge does not impose bandwidth allotments (*i.e.*, data caps) at this time. BrightRidge reserves the right, in its sole discretion, to enable and enforce bandwidth allotments on Internet subscriptions in the future. In such event, BrightRidge will provide Users a minimum 30-day notice along with additional details regarding bandwidth allotments, policies, and potential charges before implementation.

### User Responsibility for Content

BrightRidge does not assume any responsibility, control, oversight, ownership, or other interest in the email messages, websites, content or other electronic data (in any form) of its Users, whether or not such electronic

information is stored in, contained on or transmitted over property, equipment or facilities of BrightRidge. Users are and shall remain solely responsible for such electronic information.

### Email

Users may not send unsolicited email messages including, without limitation, bulk commercial advertising or informational announcements ("spam") in a way that could be reasonably expected to adversely impact the Services, including, without limitation, using an email account on the BrightRidge Network to send spam, or using the service of another provider to send spam or to promote a site hosted on or connected to the Services. In addition, Users may not use the Services in order to (a) send email messages which are excessive and/or intended to harass others, (b) continue to send email messages to a recipient that has indicated that he/she does not wish to receive them, (c) send email with forged packet header information, (d) send malicious email, including, without limitation, "mail bombing," (e) send email messages in a manner that violates the use policies of any other internet service provider.

### Forum Posts and Blogs

Users who post messages to internet forums or who blog are responsible for becoming familiar and complying with any terms and conditions or other requirements governing use of such forums or blogs. Regardless of such policies, Users may not (a) post the same message, or a series of similar messages, to one or more forum or newsgroup (excessive cross-posting, multiple-posting, or spamming), (b) cancel or supersede posts not originally posted by such User, unless such User does so in the course of his/her duties as an official moderator, (c) post any message with forged packet header information, or (d) post messages that are excessive and/or intended to annoy or harass others, including, without limitation, chain letters.

## **Notice and Procedure for Making Copyright Infringement Claims**

Copyright infringement occurs when a copyrighted work is reproduced, distributed, performed, publicly displayed, or made into a derivative work without the permission of the copyright owner. If you believe that any material on the BrightRidge website(s) has infringed your copyrighted material or that we are the hosting service provider and should be notified of a potential copyright infringement, please follow the procedure set forth below to make your claim. This procedure should only be used for making claims of copyright infringement. This information does not take the place of advice from your legal counsel. We provide this information to you and your Users for informational purposes only.

### **Notification of Copyright Claim**

A copyright owner may notify BrightRidge of alleged infringements of their works as defined by U.S. copyright law and according to the DMCA. This notice must be submitted to BrightRidge's DMCA Agent, as described below, and the notification must satisfy the requirements of the DMCA.

**Contact:** DMCA Agent

**Mail:** BrightRidge  
Attn: Copyright Claims  
P.O. Box 1636  
Johnson City, TN 37605

**Email:** dmca@brightridge.com

In compliance with Section 512(c)(3) of the U.S. Copyright Act DMCA Complaints must be in writing and contain the following information:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit BrightRidge to locate the material (log files containing dates, timestamps, IP address(s), etc.)
- Information reasonably sufficient to permit BrightRidge to contact the complaining party,

such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Be aware that anyone who makes false claims or misrepresentations concerning copyright infringement may be liable for damages under the DMCA.

### **Counter-Notification in Response to Claim of Copyright Infringement**

In compliance with Section 512(g)(3) of the U.S. Copyright Act if a notice of copyright infringement has been wrongly filed against you and you would like to submit a counter-notice, please forward your counter-notice to the BrightRidge designated agent at the address noted above. This process will invoke a dispute between you and the complaining party. Your counter-notification must be in writing and contain the following information:

- A physical or electronic signature of an authorized person;
- Identification of the material that was removed or access to which was disabled and the location at which material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the federal district in which you are located and that you will accept service of process from the complainant

You should be aware that substantial penalties under U.S. law apply for a false counter-notice filed in response to a notice of copyright infringement.

### **Rejection/Removal**

BrightRidge reserves the right to reject or remove any material residing on or transmitted to or through the Services that BrightRidge, in its sole discretion, believes to be unacceptable or in violation of the law, this AUP, and/or the Terms and Conditions. BrightRidge may immediately remove content if we believe such content is unlawful,

violates the AUP and/or Terms and Conditions, or such removal is done pursuant to the Digital Millennium Copyright Act (or "DMCA"). Upon BrightRidge request, Users shall terminate service to any third-party user or agent who, in our sole discretion, has violated the AUP, Terms and Conditions, or applicable law or regulations.

### **System and Network Security**

Users are prohibited from violating or attempting to violate the security of BrightRidge, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, flooding, mail bombing or crashing, (d) forging any packet header or any part of the header information in any email or newsgroup posting, or (e) taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. We may investigate occurrences that may involve such violations, and we may involve and cooperate with law enforcement authorities in prosecuting Users who are alleged to be involved in such violations.

### **Suspension or Termination**

Any User which BrightRidge determines, in its sole discretion, to have violated any element of this Acceptable Use Policy shall receive a written warning, and may be subject at our discretion to a temporary suspension of service pending such User's agreement in writing to refrain from any further violations; provided that BrightRidge may immediately suspend or terminate such User's service without issuing such a warning if BrightRidge, in its sole discretion deems such action necessary. If BrightRidge determines that a User has committed a second violation of any element of this Acceptable Use Policy, such User shall be subject to immediate suspension or termination of service without further notice, and we may take such further action as we determine to be appropriate under the circumstances to eliminate or preclude such violation. BrightRidge 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 BrightRidge's exercise of its rights under this Policy.

### **Service Monitoring**

BrightRidge has no obligation to monitor the services, but may do so and disclose information regarding the use of the services for any reason if we, in our sole discretion, believe that it is reasonable to do so, including to satisfy laws, regulations, or other governmental or legal requirements or

requests; to operate the services properly, or to protect itself and its subscribers.

### **Privacy**

Any User interacting with our site and providing BrightRidge with name, address, telephone number, email address, domain name or URL or any other personally identifiable information permits BrightRidge to use such information for commercial purposes of its own, including contacting Users about products and services which may be of interest. All information concerning our users shall be kept in accordance with the BrightRidge then-applicable Privacy Policy and the requirements of applicable law. BrightRidge reserves the right to modify this Acceptable Use Policy at any time in its sole and absolute discretion. Changes and modifications will be effective when posted and any use of the Services after the posting of any changes will be considered acceptance of those changes.

### **No Waiver/Severability**

Any failure of BrightRidge to enforce this Policy shall not be construed as a waiver of any right to do so at any time. If any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law, and any remaining portions will remain in full force and effect.

BrightRidge reserves the right to modify this Acceptable Use Policy at any time. We will notify you of any material changes via written, electronic, or other means permitted by law, including by posting it on our website. If you find the changes unacceptable, you have the right to cancel the Services. If you continue to use the Services after receiving notice of such changes, we will consider that as your acceptance of the changes.