

# Acceptable Use Policy

## 1. INTRODUCTION

Subscriber's access to WAVE's fiber optic network ("Service") is subject to the terms of this Acceptable Use Policy ("AUP"). This AUP constitutes part of, is incorporated into, and should be read in conjunction with the General Terms and Conditions, which is incorporated into the Fiber Optic Service Agreement ("Agreement"). If Subscriber does not agree to all the terms and conditions of the AUP, including any future revisions, Subscriber shall not use the Service and must terminate Service immediately.

## 2. PROHIBITED ACTS

The following are examples of uses of the Service that violate this AUP.

- a) Abuse of e-mail; Spamming. Mass e-mailing and "mail-bombing" (sending mass e-mail or deliberately sending excessively large attachments to one recipient) are prohibited. Business-class accounts may have different volume limitations and usage will be judged by type of account and the use. Forging e-mail headers (transmission information) is prohibited. 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. Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating e-mail, is a violation of this AUP and WAVE reserves the right to seek damages and other available relief against Subscriber or any third parties as applicable. For purposes of this AUP, such violations are determined by WAVE in its sole discretion.
- b) Facilitating a Violation of this AUP. Subscriber is prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights, and pirate software.
- c) Illegal Activity; Tortious Conduct. Any use of the Service to violate any local, state or federal law or regulation also violates this AUP. Prohibited activities include, but are not limited to:

Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials;

Using the Service 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
- Unauthorized copying, distribution or display of copyrighted material
- 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 Subscriber access through the Service
- Threatening, harassing, abusing, or intimidating others

- Engaging in activity, illegal or not, that WAVE determines in its sole discretion to be harmful to its subscribers, operations, or networks
- Making fraudulent offers of products, items or services
- 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 WAVE

### 3. THIRD PARTY RULES

Subscriber may have access through the Service to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, social networking sites or other services that promulgate rules, guidelines or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP. WAVE reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

### 4. NETWORK MANAGEMENT

As permitted by law, WAVE may establish appropriate limitations on bandwidth, data storage, or other aspects of the Service by amending this AUP. Subscribers must comply with all such limitations prescribed by WAVE.

### 5. NETWORK SECURITY

It is Subscriber's responsibility to ensure the security of Subscriber's network and the equipment that connects to the Service. Subscriber is required to take all necessary steps to secure and manage the use of the Service in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability. Failing to secure Subscriber's system against abuse or fraudulent activity is a violation of this AUP. Subscriber is responsible for configuring and securing Subscriber's network and the Service to prevent unauthorized access to Subscriber systems and WAVE' fiber network. Subscriber is also responsible for any fraudulent activity that may occur due to Subscriber's failure to secure Subscriber network and the Service. Subscriber will be responsible if unknown third parties utilize the Service at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior or engaging in any type of fraudulent conduct. Subscriber may not, through action or inaction (e.g. failure to secure Subscriber network), allow others to use Subscriber's network for illegal, fraudulent or inappropriate uses, or any other disruptive, provoking, or abusive behavior that is in violation of the AUP.

### 6. RESONSIBILITY FOR CONTENT

Subscriber is responsible for any content Subscriber offers or receives through the Service.

### 7. PASSWORD SECURITY

If applicable, Subscriber's password provides access to Subscriber's individual account. It is Subscriber responsibility to keep the password secure. Subscriber is responsible for any and all access to or use of the Service through Subscriber's account. Attempting to obtain another user's account password is prohibited.

## 8. REPORTING ACCEPTABLE USE ABUSE

Any party seeking to report a violation of this AUP may contact WAVE via e-mail at [abuse@waverc.com](mailto:abuse@waverc.com).

## 9. REPORTING COPYRIGHT INFRINGEMENT

WAVE complies with the Online Copyright Infringement Liability Limitation Act of 1998. 17 USC 512 ("Act"). As required by the Act, WAVE has a policy that reserves its right to terminate Service to Subscribers who repeatedly infringe copyrights. If WAVE receives a determination that any Subscriber has infringed another's copyright through the use of WAVE's system or network, WAVE reserves the right to terminate Service to that Subscriber after receiving notice of any further copyright infringement by that Subscriber. WAVE 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:

Mail:

*Wave Rural Connect*

*WEBSITE ABUSE*

*PO Box 77*

*Ozark, AR 72949*