

Door County Broadband, LLC Acceptable Use Policy

By subscribing to any residential or commercial broadband internet service (collectively, the “Service”) provided by Door County Broadband, LLC (“DCB”), Customer agrees not to use the Service for any unlawful purpose and to comply with all policies and terms of this Acceptable Use Policy (the “Policy”). This Policy, including its use restrictions, is in addition to the restrictions contained in the DCB Wireless Internet Service Provider Agreement (the “Service Agreement”) which Customer previously entered into with DCB.

Please read this Policy carefully prior to accessing the Service. The term “Customer” refers to the subscriber or user of the Service. By using the Service, Customer agrees to the terms of this Policy and will require others using the Service through Customer’s account to abide by the terms of this Policy. DCB regularly updates and amends this Policy (and may do so without notice at DCB’s discretion) and Customer should periodically consult DCB’s website to be sure Customer remains in compliance with this Policy. Customer’s continued use of the Service constitutes customer’s continuing acceptance of and agreement to this Policy and any posted amendments to this Policy.

1. **Permitted Use.** Customer’s permitted use of the Service will depend on whether Customer requests the Service for residential or commercial purposes.
 - a. “Residential Service” includes all Services designated for personal and family use within a single home. Customer agrees that only Customer and co-residents living in the same home will use the Service. The term “single home” means Customer’s home and includes any apartment, condominium, flat or other residential unit that may be used as a residence in any multiple dwelling unit. The Service is being provided solely for residential use in Customer’s home and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Service is in violation of this Policy and the Service Agreement. Customer is responsible for any misuse of the Service that occurs through Customer’s account, whether by a member of Customer’s household or an authorized or unauthorized thirdparty. Customer shall not use, or allow others to use, the Service to operate any type of business or commercial enterprise, including, but not limited to, IP address translation or similar facilities intended to provide additional access. Customer shall not advertise that the Service is available for use by third parties or unauthorized users. Customer shall not resell or redistribute, or allow others to resell or redistribute, access to the Service in any manner, including, but not limited to, wireless technology.
 - b. “Commercial Service” includes all Services designed for use by a business entity, or by an individual, in providing goods or services for sale or lease. Customer agrees that Customer will allow only Customer’s employees and patrons to utilize the Commercial Service within Customer’s office area. Commercial Service is provided solely for Customer’s business operations, and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Service is in violation of this Policy and the Service Agreement. Customer is responsible for any misuse of the Service that occurs through Customer’s account, whether by a member of Customer’s employees, patrons, or an authorized or unauthorized thirdparty.

Customer shall not resell or redistribute, or allow others to resell or redistribute, access to any Service

in any manner, including, but not limited to, wireless technology. Customer shall not install additional network equipment with the intention of sharing connection across property lines as determined by the Recorder of Deeds, and as indicated by the Door County Geographic Information System (“GIS”). DCB reserves the right to disconnect or reclassify any Service to a higher grade or to immediately suspend or terminate any Service for failure to comply with any portion of this provision or this Policy, without prior notice. DCB may provide e-mail addresses associated with the Service, and reserves the right to reclaim any such provided e-mail address at any time and for any reason. Any violation of this Policy may lead to prosecution under state and/or federal law.

2. Responsibility for Others Misuse of Service. Customer is responsible for any misuse of the Service, regardless of whether the inappropriate activity was committed by an invitee, licensee, agent, servant, guest, employee or any other person who gains access to the Service. Therefore, Customer is responsible to take steps to ensure that others do not gain unauthorized access to the Service, for instance by strictly maintaining the confidentiality of Customer’s passwords or by appropriately protecting the use of Customer’s computer, network or any wireless devices Customer use in connection with the Service. Customer is solely responsible for the security of any device Customer choose to connect to the Service, including any data stored on that device. DCB recommends against enabling file or printer sharing of any sort and recommends that any files or services Customer does choose to make available for remote access be protected with a strong password or as otherwise appropriate.

3. Excess Utilization of Network Resources. The excessive use or abuse of DCB’s network resources by Customer may have a negative impact on all other subscribers. Accordingly, Customer 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 DCB’s 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 Customer’s location, continuously uploading or downloading streaming video or audio, usenet hosting, or continuous File Transfer Protocol (“FTP”) uploading or downloading. In the event that Customer violates the terms of this provision DCB may, without limitation, restrict Customer’s access to DCB’s network, increase the fees associated with the Service, including upgrading Customer to a higher class of Service, or immediately suspend or terminate the Service. In the event of termination of the Service, all applicable termination charges will apply.

4. No Illegal or Fraudulent Use of Service. Customer agrees not to use, or allow others to use, the Service to violate any applicable federal, state, local or international laws or regulations or to promote illegal activity, including, but not limited to, the Children’s Online Privacy Protection Act, posting or transmitting child pornography or obscene material, gambling, the offering for sale of illegal weapons or substances, the promotion or publication of any material that may violate hate crime laws, or by exporting software or technical information in violation of U.S. export control laws. Customer shall not use, or allow others to use, the Service to commit a crime, act of terrorism or fraud, or to plan, encourage or help others to commit a crime or fraud, including, but not limited to, acts of terrorism, engaging in a pyramid or ponzi scheme, or sending chain letters that request money or other items of value.

5. Intellectual Property Infringement Policy. Customer agrees not to use, or allow others to use, the Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not

limited to, digitization of music, movies, photographs or other copyrighted materials or software. Customer must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. Customer represents and warrants that Customer is the author and copyright owner and/or authorized licensee with respect to any hosted content and Customer further represents and warrants that no hosted content violates the trademark, copyright, domain name or intellectual property rights of any third party. DCB assumes no responsibility, and Customer assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes. Customer may not advertise, transmit, or otherwise make available any software product, product, or service that is designed to violate the restrictions in infringement set forth herein or other restrictions in this Policy, which includes the facilitation of the means to spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.

DCB respects the intellectual property rights of others. It is DCB's policy, at its discretion and when appropriate, to remove or cause Customer to remove advertisements or other content of third parties, where such advertisements and/or content may infringe the copyrights of others. It is also DCB's policy, at its discretion and when appropriate, to suspend or terminate Customer's Service if DCB receives notice that Customer is using the Service to infringe the copyrights of third parties and/or is otherwise in violation of the Policy.

Under the Digital Millennium Copyright Act of 1998 ("DMCA"), copyright owners have the right to submit a copyright infringement notification, in writing and with the required information, to DCB if they believe that a DCB customer has infringed the copyright owner's work(s). See paragraph 19, below. If DCB receives a copyright infringement notification from a copyright owner alleging any Customer has committed copyright infringement, DCB shall notify the Customer of the alleged infringement. If Customer fails to remove the infringing content within ten (10) days of said notice, DCB shall suspend or terminate the Service. If the copyright infringement notification alleges illegal downloading or other infringing use by Customer in violation of the copyright laws, DCB shall suspend or terminate the Service and send Customer notice of the same. DCB may determine that Customer is a repeat copyright infringer if DCB learns that Customer has engaged in online copyright infringement on more than one occasion. DCB shall suspend or terminate the Service of any Customer that is a repeat copyright infringer. DCB shall not be liable to Customer, and Customer shall not be entitled to any refund, for any removal, removal request and/or suspension or termination of Customer's Service resulting from an infringement notification.

If DCB has requested Customer to remove allegedly infringing material and/or suspended or terminated Customer's Service as a result of a copyright infringement notification, Customer may send DCB a counter notification, containing information required under the DMCA, alleging that the requested removal and/or suspension or termination is the result of a mistake or misidentification of the allegedly infringing material or conduct. See Paragraph 20, below. DCB will forward such counter notification from Customer to the copyright owner. If the copyright owner fails to notify DCB that it has filed a court action to restrain the alleged infringement, DCB shall replace the removed material and/or restore the Service to Customer.

The DMCA and Paragraphs 19 and 20, below, deal with copyright infringement. Any notice of Trademark or other Intellectual Property Infringement, and/or other violations of this Policy shall be directed to DCB at abuse@dcb.us.com.

6. Objectionable Material, Threats and Impersonation. Customer shall not use the Service to

store, post, transmit, or disseminate material or information that is unlawful, harmful, threatening, abusive, harassing, libelous or 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.

7. No Harm to Minors. Customer shall not use, or allow others to use, the Service to harm or attempt to harm a minor, including but not limited to using the Service to send pornographic, obscene, threatening or profane materials involving minors.

8. No “Hacking.” Customer shall not use, or allow others to use, the Service to access the accounts of others or to attempt to penetrate security measures of the Service or other computer systems (“Hacking”) or to cause a disruption of the Service to other online users. This includes, but is not limited to, achieving or attempting to achieve, or assisting others in achieving or attempting to achieve, any unauthorized access to any computer, cable or telecommunications system, network, software, data, information, or any other proprietary material. Customer shall not use, or allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools. In addition, Customer shall not participate in, or allow others to participate in, the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice known as spidering or harvesting, or participate in the use of software (including “adware” or “spyware”) designed to facilitate this activity.

9. No System Disruption. Customer shall not use, or allow others to use, the Service to disrupt DCB’s network or computer equipment owned by DCB or other DCB customers. This includes, but is not limited to, improperly interfering with, inhibiting, degrading, or restricting the use and operation of the Service by others, sending or receiving excessive data transfers (as determined in DCB’s reasonable discretion) for the package or tier of service to which Customer subscribe or modifying or altering in any manner any DCB provided equipment so as to allow its use beyond the parameters outlined by the specific level of Service to which Customer subscribed. Any static or dynamic IP address must be specifically authorized and provisioned by DCB. Altering any IP address provisioned by DCB or otherwise cloning another user’s IP address is prohibited. Customer also agrees that Customer shall not use, or allow others to use, the Service to disrupt other Internet Service Providers (“ISP’s”) or services, including, but not limited to, e-mail bombing or the use of mass mailing programs. In addition, Customer shall not, or allow others to, alter, modify, service, or tamper with Service or any equipment supplied by DCB or permit any other person to do the same who is not authorized by DCB.

10. Spamming and Invasion of Privacy. Customer may not send unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another person’s privacy. Further, Customer may not engage in “spamming,” e-mail “blasting,” or other similar activities. DCB considers any unsolicited commercial mail to be Spam, regardless of the amount of mail sent, unless the recipient has specifically requested the information. An e-mail may be “unsolicited” for purposes of this Policy 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.

11. Security. Customer is solely responsible for the security of any device connected to the Service, including any data stored on that device. DCB recommends that Customer take appropriate security

precautions for any systems connected to the Service. Customer is responsible for securing any wireless (“Wi-Fi”) networks connected to the Service. Any wireless network installed by Customer or a DCB representative that is unsecured or “open” and connected to the DCB network will be deemed to be operating as an ISP and subject to the prohibition on commercial use set forth in Section 1 above.

12. No Impersonation or Forgery. Customer shall not, or allow others to, impersonate another user, falsify one’s user name, company name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists, or knowingly or unknowingly create or use an e-mail address that has the effect of being misleading. Customer shall not, or allow others to, forge, alter, or remove any message header of any electronic transmission, originating or passing through the Service. Customer shall not, or allow others to, forge anyone else’s digital or manual signature.

13. Use of Chat Rooms and Similar Interactive Programs. Customer shall not, or allow others to, participate in chat rooms, bulletin boards, discussion groups or other interactive sections of the Internet (“Chat Rooms”) that Customer or a person using Customer’s Service has been banned from using. Customer shall not, nor allow others to, violate the acceptable use policy of the server or Chat Room. In addition, Customer shall not, or allow others to: flood or scroll such Chat Rooms (sending messages or material in quick succession with the intent to disrupt use of such Chat Rooms by others); use automated programs such as “bots” or “clones” to participate in Chat Rooms unless Customer is physically present at Customer’s computer; manipulate any Chat Room server to harass or disconnect other Internet users or to gain privileges that Customer is not entitled to; send Chat Room messages to recipients who have indicated their desire not to receive such messages; or forge, alter, or hide Customer’s identity.

14. Network Management. In the case of significantly high bandwidth usage causing congestion (regardless of the usage type or format), DCB may temporarily reduce the available bandwidth to those customers identified as using such high amounts of bandwidth as necessary to reduce bandwidth congestion. This may cause high bandwidth users to temporarily experience slower Service speeds, but specific network traffic is not targeted for restriction during these times. DCB’s network management practices will change and evolve, along with the uses of the Internet and the challenges and threats on the Internet.

15. No “Viruses”. Customer shall not use, or allow others to use, the Service to transmit computer “viruses,” worms, “Trojan horses,” denial of service attacks or other harmful software programs or information containing any lock, key, bomb, worm, cancelbot, or other harmful feature. Customer will use standard practices to prevent the transmission of such viruses, or other harmful software and information. As software or other content downloaded from the Service may contain viruses, it is Customer’s sole responsibility to take appropriate precautions to protect Customer’s computer and home network from damage to its software, files and data.

16. Right to Monitor. Neither DCB nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmission as well as materials available on the personal web pages and online storage features) made on the Service. However, DCB and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy, including for purposes of management of the network and implementing limitation of bandwidth use and to disclose, block, or remove them in accordance with the Subscriber Agreement and any other applicable agreements and policies.

17. Other Service Providers' Acceptable Use Policies. DCB obtains services from and relies upon many other entities to provide the Service to Customer. Where Customer accesses services of other entities through the Service, Customer agrees to and shall abide by the publicized acceptable use policies of such other known entities, including, but not limited to, Charter Communications.

18. No Waiver. The failure by DCB or its affiliates to enforce any provision of this Policy at any given point in time shall not be construed as a waiver of any right to do so at any future time thereafter.

19. Notice of Infringement by Copyright Owner. To submit a copyright infringement notification to DCB, please submit a notification pursuant to the DMCA by providing the below-specified Agent with the following information in writing:

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 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 DCB to locate the material;
- Information reasonably sufficient to permit DCB 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; and
- A physical or electronic signature of the complaining party authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Customer acknowledges that if Customer fails to comply with all of the requirements of the DMCA, Customer's DMCA copyright infringement notification may not be valid. Please see 17 U.S.C. § 512 for more information regarding the DMCA and DMCA notifications. The information provided herein should not be construed as legal advice, and Customer should rely on legal counsel if Customer has any questions regarding the DMCA and Customer's rights and obligations thereunder.

DCB's Agent to receive a copyright infringement notification can be reached as follows:

By E-mail: abuse@doorcountybroadband.com

By Mail: Door County Broadband, LLC
Attn.: DMCA Designated Agent
8024 State Hwy 57
P.O. Box 54
Baileys Harbor, WI 54202

WE CAUTION CUSTOMER THAT UNDER FEDERAL LAW, IF CUSTOMER KNOWINGLY MISREPRESENTS THAT ONLINE MATERIAL IS INFRINGING, CUSTOMER MAY BE SUBJECT TO CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES INCURRED BY DCB, BY CUSTOMER, BY ANY COPYRIGHT OWNER, OR BY

ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELIANCE UPON CUSTOMER'S MISREPRESENTATION. CUSTOMER MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

20. Counter Notification by Customer. To submit a counter notification to DCB, please submit a notification pursuant to the DMCA by providing the below-specified Agent with the following information in writing:

- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that Customer has a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;
- Customer's name, address, and telephone number, and a statement that the Customer consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the Customer's address is outside of the United States, for any judicial district in which DCB may be found, and that Customer will accept service of process from the copyright owner, or its agent, who provided the copyright infringement notification; and
- A physical or electronic signature of the Customer.

Customer acknowledges that if Customer fails to comply with all of the requirements of the DMCA, Customer's DMCA counter notification may not be valid. Please see 17 U.S.C. § 512 for more information regarding the DMCA and DMCA notifications. The information provided herein should not be construed as legal advice, and Customer should rely on legal counsel if Customer has any questions regarding the DMCA and Customer's rights and obligations thereunder.

DCB's Agent to receive a copyright infringement notification can be reached as follows:

By E-mail: abuse@dcb.us.com
By Mail: Door County Broadband, LLC
Attn.: DMCA Designated Agent
8024 State Hwy 57
P.O. Box 54
Baileys Harbor, WI 54202

21. Revisions to Policy. DCB reserves the right to update or modify this Policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of this Policy. Notice of modifications to this Policy may be given by posting such changes to DCB's home page (www.DCB.US.com), by e-mail or by conventional mail, and will be effective immediately upon posting or sending. Customer should regularly visit DCB's website and review this Policy to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber or customer agreement and this Policy, the terms of this Policy will govern. Questions regarding this Policy should be directed to info@dcb.us.com. Complaints of violations of this Policy by Customers can be directed to abuse@dcb.us.com.

Acceptable Use Policy Effective date 8/23/17

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