

## **Door County Broadband, LLC Acceptable Use Policy – Residential Customers**

By subscribing to the broadband internet service (the “Service”) provided by Door County Broadband, LLC (“DCB”), you hereby agree not to use the Service for any unlawful purpose and to comply with all policies and terms of this Acceptable Use Policy (the “Policy”). If you, and/or any user of your Service, fail to abide by any of the terms of this Policy, as updated, DCB may suspend or terminate the provision of the Service to you as further detailed below. 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 you previously entered into with DCB.

Please read this Policy carefully prior to accessing the Service. The terms "Customer" and “you” as used herein interchangeably refer to any individual who subscribes to or uses the Service. By using the Service, Customer agrees to the terms of this Policy. DCB also reserves the right to immediately remove any material or information that violates this Policy for any reason whatsoever at DCB's sole discretion without prior notice. By using the Service, Customer agrees to abide by, and require others using the Service through Customer's account to abide by, the terms of this Policy. DCB regularly updates and amends this Policy with or 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 acceptance of and agreement to this Policy and any posted amendments to this Policy.

**1. Permitted Use Of Residential Service.** The Service is designed for personal and family use (residential use only) 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 an 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 relieves DCB of any affirmative obligations it may have, and 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 third-party. Customer will 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 will not advertise that the Service is available for use by third parties or unauthorized users. Customer will 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. DCB reserves the right to disconnect or reclassify the Service to a higher grade or to immediately suspend or terminate the 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.** You are responsible for any misuse of your 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, you are responsible to take steps to ensure that others do not gain unauthorized access to the Service, for instance by strictly maintaining the confidentiality of your passwords or by appropriately protecting the use of your computer, network or any wireless devices you use in connection with the Service. You are solely responsible for the security of any device you 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 you do 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 you 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 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 your location, continuously uploading or downloading streaming video or audio, usenet hosting, or continuous FTP uploading or downloading. In the event that you violate the terms of this provision DCB may, without limitation, restrict your access to DCB's 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.

**4. No Illegal Or Fraudulent Use of Service.** You agree not 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 will 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.** You agree not 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. You 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. You 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 pingging, 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 advertisements or other content of third parties, where such advertisements and/or content may infringe the copyrights of others.

Under the Digital Millennium Copyright Act of 1998 ("DCMA"), 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). If DCB receives a copyright infringement notice from a copyright owner alleging any Customer has committed copyright infringement, DCB will notify the Customer of the alleged infringement. If Customer fails to remove the infringing content within ten (10) days of said notice, DCB reserves that right to suspend or terminate the Service. 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 reserves the right to suspend or terminate the accounts of those for whom DCB receives an infringement notice, without liability or refund to said account holder.

**6. Objectionable Material, Threats and Impersonation.** You may 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.** You will 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."** You will 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 on-line 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. You will 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, You will 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.** You will 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 you 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 you subscribe. 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. You also agree that you will not use, or allow others to use, the Service to disrupt other Internet Service Providers ("ISPs") or services, including, but not limited to, e-mail bombing or the use of mass mailing programs. In addition, you will 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.** You 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, you 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.** You are solely responsible for the security of any device connected to the Service, including any data stored on that device. DCB recommends that you take appropriate security precautions for any systems connected to the Service. Customer is responsible for securing any wireless ("WiFi") 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.** You will 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. You will not, or allow others to, forge, alter, or remove any message header of any electronic transmission, originating or passing through the Service. You will not, or allow others to, forge anyone else's digital or manual signature.

**13. Use of Chat Rooms And Similar Interactive Programs.** You will not, or allow others to, participate in chat rooms, bulletin boards, discussion groups or other interactive sections of the Internet ("Chat Rooms") that you or a person using your Service has been banned from using. You will not, nor allow others to, violate the acceptable use policy of the server or Chat Room. In addition, you will 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 you are physically present at your computer; manipulate any Chat Room server to harass or disconnect other Internet users or to gain privileges that you are not entitled to; send Chat Room messages to recipients who have indicated their desire not to receive such messages; or forge alter, or hide your 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".** You will 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. You 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 your sole responsibility to take appropriate precautions to protect your 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 you access services of other entities through the Service, you agree 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. 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 homepage ([www.DCB.US.com](http://www.DCB.US.com)), by email or by conventional mail, and will be effective immediately upon posting or sending. You 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](mailto:info@dcb.us.com). Complaints of violations of it by DCB customers can be directed to [abuse@dcb.us.com](mailto:abuse@dcb.us.com).

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