

NGN Connect Acceptable Use Policy

Georgia Communications Cooperative dba NGN Connect™ desires to provide its customers with the best Fiber Internet service possible. In order to help accomplish this, **NGN Connect™** has adopted this Acceptable Use Policy (the “Policy”). This Policy outlines acceptable use of the **NGN Connect™** Fiber Internet service (the “Service”).

All **NGN Connect™** customers and all others who use the Service (the “Subscriber,” “user,” “you,” or “your”) agree to comply with this Policy. Your failure to comply with this Policy could result in the suspension or termination of your Service account. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify **NGN Connect™** so that it can close your account. **NGN Connect™**, at its sole discretion, reserves the right to change or modify the terms of this Policy, effective when posted on the **NGN Connect™** website at <http://www.ngnconnect.coop>. **NGN Connect™** will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements. Accordingly, customers of the **NGN Connect™** Service should read any **NGN Connect™** emails they receive and regularly visit [ngnconnect.coop](http://www.ngnconnect.coop) and review this Policy to ensure that their activities conform to the most recent version.

Use

Subscriber agrees that only Subscriber’s employees and authorized guests will use the Service. Subscriber is responsible for any misuse that occurs through Subscriber’s account, including Subscriber’s employees, guests or an authorized or unauthorized third-party. Subscriber will not resell or redistribute, or enable others to resell or redistribute, access to the Service to any third-party by any means, including but not limited to, access to the Service through wireless technology.

Prohibited Uses and Activities

You may not use the Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, you may not use the Service to:

- harm or attempt to harm a minor, including, but not limited to, hosting, possessing, distributing, or transmitting child pornography or other material that is unlawful;
- post, store, transmit or disseminate information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, media, or software that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;

- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- transmit unsolicited or bulk email messages, also known as “spam”
- collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to **NGN Connect™** or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else’s digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”);
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;
- access any other person’s computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- distribute programs that make unauthorized changes to software (cracks);
- use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network (“Premises LAN”), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, application, e-mail, Web hosting, file sharing, streaming video surveillance and proxy services and servers;
- service, alter, modify, or tamper with the **NGN Connect™** Equipment or Service or permit any other person to do the same who is not authorized by **NGN Connect™**;
- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others’ ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any **NGN Connect™** (or **NGN Connect™** supplier) host, server, backbone network, node or

service, or otherwise cause a performance degradation to any **NGN Connect™** (or **NGN Connect™** supplier) facilities used to deliver the Service;

- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through wireless technology or other methods of networking), in whole or in part, directly or indirectly. The Service is for small business use only and you agree not to use the Service for operation as an Internet Service Provider (whether or not for profit);
- connect the **NGN Connect™** Equipment to any computer outside of your Premises;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host; and
- accessing and using the Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

Inappropriate Content and Transmissions

NGN Connect™ reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of this Policy, or otherwise harmful to the network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither **NGN Connect™** nor any of its affiliates, suppliers, or agents has any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions) made on the Service. However, **NGN Connect™** and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, and applicable law.

Network Management

NGN Connect™, from time to time, may temporarily lower the priority of traffic for users who are the top contributors to current network congestion because bandwidth and network resources are not unlimited. Managing the network is essential as **NGN Connect™** works to promote the use and enjoyment of the Internet by all of its customers. In fact, all large Internet service providers manage their networks. Many of them use the same or similar tools that **NGN Connect™** does. If the company didn’t manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, **NGN Connect™** can deliver the best possible Service experience to all of its customers. **NGN Connect™** reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical small business user of the Service as determined by the company in its sole discretion. Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or

continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol (“FTP”), (ii) peer-to-peer applications, and (iii) application servers or resources to anyone not on your Premises LAN.

User Responsibility

It is Subscribers responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by **NGN Connect™** that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion. In addition, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by an authorized or unauthorized friend, family member, or third-party with access to your Service account.

Enforcement

If you use the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, **NGN Connect™** may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to an appropriate version of the Service (such as dedicated bandwidth) if you wish to continue to use the Service at higher data consumption levels. The failure of **NGN Connect™** or its suppliers 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 if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.