



## Acceptable Use Policy

This Acceptable Use Policy of C Spire is applicable to all users of C Spire's high speed Internet service, including C Spire's web site, <https://www.cspire.com> (the "Internet Service"). This Acceptable Use Policy is intended to advance C Spire's goal of providing reliable and high quality Internet service to its subscribers.

### 1. APPLICABILITY

PLEASE READ THIS ACCEPTABLE USE POLICY PRIOR TO USING THE SERVICE. BY SUBSCRIBING TO THE INTERNET SERVICE, YOU, THE SUBSCRIBER ("SUBSCRIBER" OR "CUSTOMER"), ARE AGREEING TO THE TERMS OF THIS ACCEPTABLE USE POLICY. YOU ARE RESPONSIBLE FOR ANY VIOLATION OF THIS ACCEPTABLE USE POLICY, OR MISUSE OF THE SERVICE, EVEN IF THE MISUSE WAS CONDUCTED BY A THIRD PARTY OR OTHER END USER WITH ACCESS TO YOUR ACCOUNT, WHETHER PERMITTED OR KNOWN BY YOU. IT IS YOUR RESPONSIBILITY TO SECURE YOUR COMPUTER(S), NETWORK AND/OR ANY DEVICE, INCLUDING WIRELESS NETWORK ("WiFi") DEVICES CONNECTED TO THE SERVICE SO THAT SUCH MISUSE IS PREVENTED.

### 2. REVISIONS TO POLICY

C SPIRE MAY REVISE THIS ACCEPTABLE USE POLICY FROM TIME TO TIME WITHOUT NOTICE BY POSTING SUCH A REVISION ON ITS WEBSITE [HTTPS://WWW.CSPIRE.COM](https://www.cspire.com) OR ANY SUCCESSOR URL. ANY REVISION OF THIS ACCEPTABLE USE POLICY IS EFFECTIVE IMMEDIATELY UPON SUCH POSTING. AS SUCH, YOU SHOULD REGULARLY VISIT THE C SPIRE WEBSITE AND REVIEW THE POSTED ACCEPTABLE USE POLICY. IN THE EVENT OF A CONFLICT BETWEEN ANY SUBSCRIBER OR CUSTOMER AGREEMENT AND THIS ACCEPTABLE USE POLICY, THE TERMS OF THIS ACCEPTABLE USE POLICY WILL GOVERN.

### 3. VIOLATIONS

C SPIRE RESERVES THE RIGHT TO IMMEDIATELY TERMINATE YOUR ACCOUNT WITHOUT NOTICE AT C SPIRE'S SOLE DISCRETION IF YOU OR OTHERS WHO USE YOUR ACCOUNT VIOLATE THE TERMS, CONDITIONS OR PRINCIPLES OF THIS ACCEPTABLE USE POLICY. C SPIRE ALSO RESERVES THE RIGHT TO IMMEDIATELY REMOVE ANY MATERIAL OR INFORMATION FROM C SPIRE'S WEB SITE THAT VIOLATE THIS POLICY FOR ANY REASON WHATSOEVER AT OUR SOLE DISCRETION AND WITHOUT PRIOR NOTICE.

### 4. COMMERCIAL USE

If you are a commercial subscriber of C Spire, this paragraph 4 shall not apply to your subscription to the Internet but only to the extent that your subscription expressly addresses such use.

The Internet Service is provided for personal and family use within a single residential household. You agree that you will not use, nor allow others to use, the Internet Service to operate any type of business or commercial enterprise or to use the Internet Service as an Internet service provider. You agree that only the Customer, and co-residents living in the same household, will use the Service. The

term "single household" means Subscriber's home and includes an apartment, condominium, flat or other residential unit that may be used as a residence in any multiple dwelling unit building. You agree that you will not use, nor allow others to use, your home computer as a Web Server, FTP Server, file server or game server or to run any other server applications. The Service is being provided solely for residential use in Subscriber's household and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Service relieves C Spire of any affirmative obligations it may have, and is in violation of this Policy and other applicable terms of service. Customer will not resell or redistribute, or allow others to resell or redistribute, access to the Internet Service in any manner, including by wireless means. 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. C Spire reserves the right to disconnect or reclassify the Internet 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. In the event of such disconnection, you will be responsible for a full month of charges to the end of the current term, including without limitation, unbilled charges, plus a disconnection fee, if applicable, all of which will become immediately due and payable upon disconnection of your Service. C Spire owns any and all e-mail addresses associated with the Internet Service, and reserves the right to reclaim any such 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.

## **5. NO ILLEGAL OR FRAUDULENT USE**

You agree that you will use the Internet Service only for lawful purposes and will not use, and not encourage or allow others to use, the Internet Service to violate any applicable federal, state, local or international laws orders or regulations. You agree that you will not use, nor allow others to use, the Internet Service to plan or commit, or encourage or help others to plan or commit, a crime, fraud or act of terrorism, including but not limited to posting or transmitting information, data or material that is unlawful, abusive, libelous, slanderous, obscene, profane, unlawful, threatening, or defamatory, posting or transmitting child pornography or obscene material, engaging in a pyramid, Ponzi or other illegal soliciting schemes, sending chain e-mail that request money or other items of value, illegal gambling, the offering for sale of illegal weapons or substances, the promotion or publication of any material that may violate hate crime laws, or exporting software or technical information in violation of U.S. export control laws.

You shall notify us immediately in writing or by calling our customer support line if you become aware that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner.

If C Spire believes that you have used the Internet Service for an unlawful purpose, to defraud or if C Spire reasonably believes in good faith that an emergency involving danger of death or serious physical injury to any person requires disclosure without delay, C Spire may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, C Spire will provide identifying and related information in response to lawful government requests.

You agree to indemnify, defend and hold harmless C Spire and its affiliates, suppliers, and agents

against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any act prohibited by this Acceptable Use Policy or resulting from your violation of this Acceptable Use Policy. This paragraph will survive any termination or expiration of any applicable subscriber agreement.

## **6. NO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

You agree that you will not use, nor allow others to use, the Internet Service to send or receive any information that infringes the intellectual property, including without limitation patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to digitized music, movies, books, photographs, art or other copyrighted materials or software, including C Spire-provided software.

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. C Spire 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.

C Spire is registered under the Digital Millennium Copyright Act of 1998 (DMCA). Under the DMCA, copyright owners have the right to notify C Spire if they believe that a C Spire customer has infringed the copyright owner's work(s). If C Spire receives a notice from a copyright owner alleging any Customer has committed copyright infringement, C Spire will notify the Customer of the alleged infringement. C Spire may determine that Customer is a repeat copyright infringer if C Spire learns that Customer has engaged in online copyright infringement on more than one occasion. C Spire reserves the right to suspend or terminate the accounts of repeat copyright infringers.

## **7. NO THREATS OR HARASSMENT**

You agree that you will not use, nor allow others to use, the Internet Service to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy or rights of any other person or entity.

## **8. NO HARM TO AND PROTECTION OF MINORS**

You agree that you will not use, nor allow others to use, the Internet Service to harm or attempt to harm a minor, including but not limited to using the Internet Service to send pornographic, obscene or profane materials, or violating the Children's Online Privacy Protection Act.

## **9. NO "SPAMMING"**

You agree that you will not use, nor allow others to use, the Internet Service to send materials in a manner inconsistent with federal and state laws, including without limitation the CAN-SPAM Act of 2003 (15 U.S.C. §§ 7701-7713 and 18 U.S.C. § 1037). These materials include without limitation mass or bulk e-mail, numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content. We reserve the right, in our sole discretion, to determine whether such postings or transmissions constitute an advertisement, promotional material or any other form of solicitation in violation of such laws.

## **10. SECURITY AND PROHIBITION ON "HACKING"**

You agree that you will not use, nor allow others to use, the Internet Service to access the accounts of others or to attempt to penetrate security measures of the Internet Service or access any other person's computer or computer system, software, data, confidential or proprietary information of others without the owner's knowledge and consent ("hacking") or to cause a disruption of service to other on-line users. You agree that you will not use, nor allow others to use, tools designed for compromising network security, such as password guessing programs, cracking tools, packet sniffers or network probing tools.

Customer is solely responsible for the security of any device connected to the Service, including any data stored on that device. C Spire recommends that Customer 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 C Spire representative that is unsecured or "open" and connected to the C Spire network will be deemed to be operating as an ISP and subject to the prohibition on commercial use set forth above.

## **11. NO SYSTEM DISRUPTION**

Customer will not use, or allow others to use, the Service to disrupt C Spire's network or computer equipment owned by C Spire or other C Spire 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 C Spire's reasonable discretion) for the package or tier of service to which Customer subscribes or modifying or altering in any manner any modem or modem configuration so as to allow its use beyond the parameters outlined by the specific level of service to which Customer subscribes. You agree that you will not use, nor allow others to use, the Internet Service to disrupt, restrict, destroy, impair or create any unusually large burden, disrupt any backbone network nodes or network service used by C Spire, on C Spire's network, computer equipment, content, material, device or system whether owned by C Spire or others. You also agree that you will not use, nor allow others to use, the Internet Service to disrupt other Internet service providers or services, including but not limited to by e-mail bombing or the use of mass mailing programs, viruses, locks, keys, worms, Trojan horse or other harmful or debilitating feature; distribute mass or unsolicited e-mail, including commercial advertising, announcements or junk mail; or otherwise generate large levels of traffic sufficient to impede other's ability to send or receive information.

In addition, Customer will not, or allow others to, alter, modify, service, or tamper with the C Spire equipment or service or permit any other person to do the same who is not authorized by C Spire.

## **12. NO IMPERSONATION OR FORGERY**

You agree that you will not, nor allow others to, impersonate another user, falsify one's user name, age, digital or manual signature or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. You agree that you will not, nor allow others to, forge any message header of any electronic transmission, originating or passing through the Internet Service, or use an IP address not assigned to you.

## **13. NO ABUSE OF NEWSGROUPS**

You agree that you will not, nor allow others to, post a similar item to more than three (3)

newsgroups or mailing lists. You agree that you will not, nor allow others to, post or transmit any private, third party e-mail to any newsgroup or mailing list without the explicit approval of the sender.

#### **14. NO EXCESSIVE BANDWIDTH USAGE**

C Spire offers multiple tiers of High Speed Internet Service. You agree to comply with the current bandwidth, data storage, electronic mail and other threshold limitations that correspond with the package of service you selected. You further acknowledge that each tier or level of C Spire's High Speed Internet Service has limits on the maximum speed at which you may send and receive data at any time, as set forth in the price list, and either the Residential Service Agreement or the Commercial Service Agreement, whichever is applicable (the "Service Agreement"). You understand that the actual speeds you may experience at any time will vary based on a number of factors, including the capabilities of your equipment, Internet congestion, the technical properties of the websites, content and applications that you access, and network management tools and techniques employed by C Spire. You agree that C Spire may change the bandwidth or other threshold limitation of any tier by amending the price list or Service Agreement. Your continued use of the Internet Service following such a change will constitute your acceptance thereof. You also agree that C Spire may use technical means, including but not limited to suspending or reducing the speed of the Internet Service, to ensure compliance with your tier of service and to ensure that C Spire's High Speed Internet Service operates efficiently. You further agree that C Spire has the right to monitor your usage patterns to facilitate the provision of C Spire's High Speed Internet Service and to ensure your compliance with the package of service you selected and the Service Agreement and to efficiently manage the network and the provision of High Speed Internet Services. C Spire may take such steps as it determines appropriate in the event your usage of the Internet Service does not comply with the package of service you selected or the Service Agreement. Additionally, C Spire may use such tools and techniques as it determines appropriate in order to efficiently manage its network and to ensure a quality user experience for its subscribers.

#### **15. NO "VIRUSES"**

You agree that you will not use, nor allow others to use, the Internet Service to restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the Internet Service or any features of the Internet Service, any Equipment or the Internet, regardless of intent, purpose or knowledge, including, without limitation, by posting or transmitting any information or software which contain computer "viruses," worms, "Trojan horses" or other harmful software programs and that you will use your best efforts to prevent the unintentional transmission of such viruses.

#### **16. C SPIRE MONITORING**

C Spire reserves the right at any time to monitor bandwidth, usage, transmissions, and content on the Internet Service from time to time; to seek or identify violations of this Policy; and/or to protect the network, the Internet Service and C Spire users. C Spire may not, however, routinely monitor the activity of your Internet Service account for violations of this Acceptable Use Policy. C Spire's failure to enforce this Acceptable Use Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that any portion of this Acceptable Use Policy held invalid or unenforceable will as much as possible be construed consistent with the intent and applicable law; the remaining portions of this Acceptable Use Policy will remain in full force and effect.

## **17. OTHER SERVICE PROVIDERS' ACCEPTABLE USE POLICIES**

C Spire may obtain services from and rely upon 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.

## **18. NO WAIVER**

The failure by C Spire 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**

C Spire 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 C Spire's homepage (<https://www.cspire.com>), by e-mail or by conventional mail, and will be effective immediately upon posting or sending. Customers should regularly visit C Spire'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.