



## ACCEPTABLE USE POLICY

### Summary

FirstLight Fiber has formulated this Acceptable Use Policy ("AUP") in order to encourage the responsible use of FirstLight's networks, systems, services, web sites and products ("FirstLight Services") by our customers (individually a "Customer" and collectively "Customers") and other users of the FirstLight Services (a Customer or Customer and other such users are collectively, "Users"). This AUP outlines prohibitions that violate the AUP and provides consequences, which include suspension and termination of services provide by FirstLight, in the event of a violation. By using the FirstLight Services, Users consent to comply with and be bound by the terms of this AUP. FirstLight reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective when posted. Any use of the FirstLight Services after such modification shall constitute acceptance of such modification.

### General Prohibitions

The FirstLight Services must be used in a manner that is consistent with their intended purpose and may be used only for lawful purposes. Users shall not use the FirstLight Services:

- i) in violation of any applicable law, including but not limited to any federal, state, local or applicable international, statute, regulation case law, order of a court, administrative agency or other tribunal, treaty, or other source of law;
- ii) in a manner that may adversely affect the FirstLight Network and/or Services or interfere with FirstLight's operations; iii) in a manner that may expose FirstLight to criminal or civil liability or any sanctions from any court tribunal or industry organization with authority to impose sanctions;
- iv) in a manner that violates any third party's acceptable use policy or analogous policy;
- v) in a manner that harms any third party or interferes with any third party's use of FirstLight services;
- vi) in a manner that violates any other aspect of this AUP.

Notwithstanding the specific examples of prohibited conduct or anything herein to the contrary, actions by a User that may violate this AUP include, but are not limited to, transmitting, distributing or storing data, content or other material, **and any action or inaction that may facilitate a violation of this AUP.**

The failure of FirstLight, its affiliates, suppliers or agents to enforce this AUP, 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 AUP 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. You agree to indemnify, defend and hold harmless FirstLight and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this AUP. Your indemnification will survive any termination of all Master Service Agreements and Customer Service Orders, as applicable.

## **Prohibitions – Specific Examples Inappropriate Content**

Users shall not use the FirstLight Services to access, transmit, distribute or store material that is inappropriate, as reasonably determined by FirstLight, or material that is obscene (including but not limited to child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

## **Intellectual Property Infringements**

Material or content accessible through the FirstLight Services may be subject to protection under laws pertaining to privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights, patents, trademarks, trade secrets or other intellectual property. Users shall not use the FirstLight Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. User's use of a domain name in connection with any of the FirstLight Services must not violate the trademark, service mark, or other rights of any third party.

## **Harmful Content**

Users shall not use the FirstLight Services to transmit, distribute or store material that may be harmful to or interfere with the FirstLight Services or any third party's networks, systems, services, or web sites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses.

## **Fraudulent or Misleading Content**

Users shall not use the FirstLight Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

## **Email Abuses and Unsolicited Messages**

Users shall not use the FirstLight Services to transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints ("spam"). Further, Users are prohibited from using the service of another provider to send spam to promote a site hosted on or connected to the FirstLight Services. In addition, Users shall not use the FirstLight Services in order to (a) send email messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mailbombing", (e) send or receive e-mail messages in a manner that violates the acceptable use policies or analogous policies of any other Internet service provider, or (f) use an email box exclusively as a storage space for data.

## **Internet Forums and Related Application Rules**

Users may have access through the FirstLight Services to search engines, subscription web services, chat areas, bulletin boards, web pages, user groups, or other services that promulgate rules, guidelines or agreements to govern their use. Any violation by Users of any such rules, guidelines, or agreements is prohibited hereunder.

## **Security and Disruption Activities**

Users shall not use the FirstLight Services to conduct activities that may be harmful to or interfere with the FirstLight Services or any third party's networks, systems, services, or Web sites, including, but not limited to, flooding, mail bombing, denial of service attacks, phishing schemes and related activities. Users are prohibited from violating or attempting to violate the security of the FirstLight Services or the computers, accounts, websites, systems or networks of any third party. Users are also prohibited from any activity

considered a precursor to attempted security violations, including, but not limited to, any form of scanning, probing, or other testing or information gathering activity. Users are put on notice that any such inappropriate activity may result in civil or criminal liability to User. FirstLight will investigate such activity, and may involve and cooperate with law enforcement authorities in investigating and prosecuting Users suspected or alleged to be involved in such activity.

## Content

FirstLight takes no responsibility for any material created or content accessible on or through the FirstLight Services. FirstLight is not obligated to monitor such material or content, but reserves the right to do so. FirstLight will not exercise any editorial control over such material or content. In the event that FirstLight becomes aware that any such material or content may violate this AUP FirstLight reserves the right to block access to such material and suspend or terminate any User creating, storing, disseminating or otherwise involved with such material or content. FirstLight further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User, notwithstanding any prohibition against doing so pursuant to a confidentiality agree or similar confidentiality obligation, that FirstLight suspects or is alleged to be responsible for the wrongdoing.

## Consequences of Violations – Enforcement

If a User is not complying with or breaches any element of this AUP, FirstLight may suspend or terminate the associated service **with or without notice**. Any decision on enforcement of this AUP shall be solely FirstLight's decision. FirstLight may, but has no obligation to, notify Customer, by any means chosen by FirstLight, prior to any suspension or termination of a service to allow Customer to cure or remedy a violation or breach of this AUP. FirstLight has no obligation to contact a User that is not a Customer. If FirstLight decides to notify Customer prior to suspension or termination, FirstLight is not obligated to actually deliver notice or otherwise contact Customer. FirstLight may suspend or terminate service **without any notice** to Customer, if in FirstLight's sole discretion a breach or violation of this AUP:

- i) May violate any law, order of any court, government agency or other tribunal;
- ii) may harm the FirstLight network or interfere with FirstLight's operations;
- iii) may violate a third party's acceptable use policy or analogous policy;
- iv) may harm a third party or interfere with a third party's use of the FirstLight's services;
- iv) give rise to any criminal or civil liability or other sanctions;
- v) or violate other aspects of this AUP.

FirstLight may take such further action in FirstLight's sole discretion to eliminate or preclude repeat violations. FirstLight shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from FirstLight's exercise of its rights under this AUP.

## Violation Reporting

Violations and suspected violations of this AUP may be reported to: **abuse@firstlight.net**