



Acceptable Use Policy

This Acceptable Use Policy is in addition to SC Broadband's Terms of Service and together the documents constitute the "Agreement" between SC Broadband ("SC Broadband" or "our") and the Customer ("you" or "your"). By using SC Broadband's Internet Services and related services (collectively, the "Services"), you agree to the following terms:

1. Purpose

This Acceptable Use Policy governs your use of the Services and any devices and/or equipment used to support the Services, including without limitation, hardware and software used in conjunction with the Services that is provided to you from SC Broadband for your use in connection with the Services (collectively, the "Equipment"). By activating the Services, you acknowledge that you have read, understand, and agree to this Acceptable Use Policy as set out hereunder. If you do not wish to be bound by this Agreement or any modifications that may be made by SC Broadband from time to time (as described in the Changes to the Agreement section below) do not activate or use the Services and immediately contact SC Broadband.

2. Prohibited Activities

A Customer's failure to comply with this Policy constitutes a violation by Customer as determined in SC Broadband sole discretion ("Violation"), with each such failure constituting a separate Violation. A Violation of this Policy may result in suspension or termination of Service and/or termination of the Customer's Agreement, as described below. You are responsible for any misuse of the Services that originates from your account, even activities committed by any friend, family, co-worker, employee, guest, or anyone with access to the account. You must ensure that others do not gain unauthorized access to the Services. Customer shall immediately notify SC Broadband if they know or have a reasonable suspicion that a user of the Services is using it in Violation of this Policy. Customer shall contractually require that all users of the Service comply with this Policy. Prohibited activities include, without limitation, the following:

2.1 Illegal Use

Use of the Services for any activity that violates federal, state, local, or international law, order, or regulation, is a violation of this Agreement. This includes but is not limited to violations of e.g., the Telephone Consumer Protection Act, slamming or the like. Any use of the Services for the transmission, distribution, retrieval, or storage of material ("Transmission") that violates any law or is in furtherance of any criminal enterprise is prohibited, including, without limitation, the following:

- i. Posting, storing, transmitting, or disseminating unlawful material, including without limitation, child or other pornography, any content, data or other material which is libelous, obscene, hateful, unlawful, threatening, reaction or ethnically offensive, defamatory or which in any way constitute or encourages conduct that would constitute a criminal offense.



- ii. Unauthorized Transmission of material protected by patent, copyright, trade secret, or another intellectual property right (including, without limitation, the Digital Millennium Copyright Act). You assume all risk regarding whether material is in the public domain.
- iii. Pyramid or other illegal soliciting schemes.
- iv. Fraudulent activities; including but not limited to: impersonating any person or entity, or forging anyone's digital or manual signature.
- v. Misrepresenting or forging message headers to mask the originator of a message.
- vi. Failure to comply with all provisions of the CAN-SPAM Act (15 U.S.C 7701, et. seq., and 16 CFR Part 316).
- vii. Use of the SC Broadband network or services for the initiation of fraudulent spoofing and robocalls.
- viii. Telephone Numbers provided by SC Broadband may not be used by Customer or any downstream customer's related to illegal robocalls, spam calls or messages, or any call or spam intended to harass, defraud, steal money or information from the receiving caller.
- ix. The Services may not be used to breach the security of another user, or to attempt access to anyone's computer, software, or data, without the knowledge and consent of that person. The Services may not be used in any 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 that you are not expressly authorized to access, and probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools is strictly prohibited.
- x. The Customer may not resell the Services, or any of them, without the express written consent of SC Broadband, which may be granted or withheld in SC Broadband's sole discretion.
- xi. The Customer may not allow others access to the Services, or any of them, outside the Customer residence without the express written consent of SC Broadband, which may be granted or withheld in SC Broadband's sole discretion.
- xii. The Customer may not allow others access to the Services, or any of them, within the Customer residence for the purpose of Commercial Use without the express written consent of SC Broadband, which may be granted through a Commercial or Public Use Agreement or withheld in SC Broadband's sole discretion. Commercial Use inside a Customer residence include, but is not limited to, home-based businesses, short term rentals, and VRBOs.
- xiii. SC Broadband prohibits the use of open wireless internet local area connections. Modems and routers broadcasting wireless Internet without wireless security enabled is in violation of this policy. SC Broadband reserves the right to bill the customer a premium fee to allow un-secured wireless local area connections.
- xiv. You shall not connect servers of any type to the Services. SC Broadband reserves the right to suspend or terminate Service without advance warning if a violation of this policy is detected.
- xv. Use of distribution lists in electronic mail or other mass electronic mailings is subject to prior written approval of SC Broadband, which will be granted or withheld in SC Broadband's sole discretion. Without limiting the foregoing, SC Broadband does not allow use of the email system to distribute



advertisements, solicitations or any other form of marketing/sales commonly referred to as spamming.

- xvi. The use of list, blind copies, relaying to addresses via email is unacceptable use of the Services.

2.2 Services and Network Security

SC Broadband makes no guarantee regarding, and assumes no liability for, the security and integrity of any data or information transmitted by a Customer over the Internet. Use of the Services is subject to CALEA. Any attempt to breach the system and network security measures is a Violation and may result in criminal and civil liability. These Violations include, without limitation, the following:

- i. Users may not attempt to gain unauthorized access to or attempt to interfere with the normal functioning and security of the SC Broadband network or any other system, computers, accounts, or networks or purposely breach firewalls or security measures of another company's or individual's system (hacking).
- ii. Users may not attempt to monitor any information on any network or system without authorization from the network administrator.
- iii. Users may not attempt to intercept, redirect, or otherwise interfere with communications intended for others.
- iv. Users may not impersonate another party by altering IP addresses or forging TCP-IP packet header information within an e-mail or newsgroup posting.
- v. Users may not cause or further a denial of service attack or otherwise flood or attempt to overload a system.
- vi. Users may not intentionally or negligently transmit files containing a computer virus, Trojan Horse, worms, corrupted data, or other destructive activities.

2.3 Email and Usenet News

Customer agrees that it shall be responsible for monitoring the use of the Service and that SC Broadband shall not be obligated to monitor such use. Customer agrees that the following uses are Violations:

- i. Customer may not allow the Services to be used to transmit SPAM or collect the responses from excessive volumes of unsolicited commercial e-mail messages. "SPAM" shall mean an unsolicited bulk e-mail sent to a recipient where: (a) the recipient's personal identity or context are irrelevant because the message is equally applicable to other potential recipients and (b) the recipient has not verifiably granted deliberate, explicit, and still-revocable permission for it to be sent. The use of another provider's service to send unsolicited commercial or bulk e-mails, SPAM, or mass mailings to promote a site hosted on or associated with the Services is similarly prohibited.
- ii. The use of another party's e-mail server to relay e-mail without express permission from such party is prohibited.
- iii. All postings by Users to USENET groups must comply with that group's charter and other applicable guidelines and Policy. Cross-posting and continuous posting of off-topic messages including commercial messages, is prohibited.



- iv. Customer shall not allow the Service to be used to send bulk emails unless the recipient of such email has verifiably confirmed permission for the address to be included on the specific mailing list, by confirming (responding to) the list subscription request verification (“Closed-Loop Opt-In”).
- v. Customer may not allow an IP-Address that is registered to SC Broadband and used by Customer to become blacklisted, banned or blocked by a third-party that monitors improper or illegal use of the Internet.

2.4 Complaints

If SC Broadband receives any complaints from third parties with respect to a user’s use of the Services (“Complaints”), Customer shall, within twenty-four (24) hours, respond to such Complaints to the reasonable satisfaction of SC Broadband and any failure to so respond shall be deemed a Violation authorizing SC Broadband to take any of the actions described in Section 3. In addition, in the event SC Broadband receives more than five (5) Complaints in a one-month period or more than ten (10) Complaints in any ninety-day period, it shall be deemed a Violation authorizing SC Broadband to take any of the actions described in Section 3.

In the event that SC Broadband has a good faith suspicion that Customer is in violation of Section 2, Customer shall, within twenty-four hours of a request by SC Broadband, provide to SC Broadband a copy of any Transmission or email that caused such suspicion or generated a Complaint as well as the underlying consent by the recipient to receive such Transmission or email, provided that, Customer shall take appropriate action to protect the privacy of the recipient.

3. Warning/Suspension/Termination

In the event of a Violation, SC Broadband may, in its sole and absolute discretion, take any or all of the following actions:

- i. **Warning.** SC Broadband may issue a verbal, email, or written warning notifying the Customer of the Violation and the corrective action that must be taken. A warning may also provide that SC Broadband will suspend or terminate all or part of a Customer’s service in the event of any additional Violation.
- ii. **Suspension.** SC Broadband may suspend, with or without warning, all or part of a Customer’s Service and may condition restoration of such Service upon Customer affecting corrective action.
- iii. **Termination.** SC Broadband may, with or without warning, and with or without prior suspension terminate all or part of Customer’s service and may terminate Customer’s Agreement. The foregoing is not an exhaustive list of actions SC Broadband may take in the event of a Violation and suspension or termination of Customer’s Service is not an exclusive remedy and shall not affect any other rights SC Broadband may have under the Agreement. SC Broadband shall have no liability to Customer or users in the event the Customer’s Agreement is terminated and/or a user’s service is suspended or terminated in accordance with this Policy.



4. Changes to the Agreement

- i. SC Broadband may revise this Agreement and provide notice of such material changes to you by posting notice on its website. Such changes shall be deemed effective upon the notice being posted. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION POSTED ONLINE TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. YOUR NON-TERMINATION OR CONTINUED USE OF THE SERVICES AFTER THEY ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY SUCH CHANGES. If you do not agree with any of the amendments to this Agreement, you agree to immediately stop using the Services and to immediately notify SC Broadband of your termination of this Agreement. You should consult this document regularly to ensure that your usage conforms to the most recent version. In the event of conflict between any customer agreement and this Agreement, the terms of this Agreement will govern.
- ii. SC Broadband reserves the right to change without notice, the Services including, but not limited to, access procedures, hours of operation, menu structures, commands, documentation, vendors, and services offered.

5. Rights and Remedies

- i. SC Broadband prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if you use the Services in a way that SC Broadband, in its sole discretion, believes violate this Agreement; SC Broadband may take any responsive actions deemed appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services. SC Broadband will not have any liability for any such responsive actions. The above described actions are not SC Broadband's exclusive remedies; SC Broadband may take any other legal or technical action it deems appropriate.
- ii. SC Broadband reserves the right to investigate suspected violations of this Agreement, including the gathering of information from you or other users involved and the complaining party, if any, and examination of material on SC Broadband's servers and network. During an investigation, SC Broadband may suspend the account or accounts involved and/or remove material which potentially violates this Agreement.
- iii. You authorize SC Broadband to cooperate with (a) law enforcement authorities in the investigation of suspected criminal violations, and/or (b) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Agreement. Such cooperation may include SC Broadband providing the username, IP address, or other identifying information about you, in accordance with SC Broadband's privacy policy.
- iv. Upon termination of your account, SC Broadband is authorized to delete any files, programs, data, and email messages associated with such account.
- v. Upon cancellation of your Internet service, all rented equipment including modems, power supplies, and backup batteries units must be returned within 10 business days or a charge of up to \$395.00 will be assessed to your account. Equipment returned that is in non-working condition will also be subject to charges of up to \$395.00 to your account.



- vi. Upon cancellation of your Wireless Internet service, you authorize SC Broadband access and permission to your property to retrieve SC Broadband's equipment from the outside of your home or office. Power sources inside the home must be returned within 10 business days or a charge of \$10.00 will be assessed to your account.
- vii. The failure of SC Broadband to enforce this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time.
- viii. Due to the public nature of the Internet, all email is considered publicly accessible and important information should be treated carefully. SC Broadband is not liable for protection or privacy of electronic mail and information transferred through the Internet.
- ix. Any email account that is not accessed for a period of 120 days, will be removed from SC Broadband servers. All associated email and contacts will be deleted upon removal of the email account. The retention period for email that is classified as spam is 30 days. All email that is classified as spam will be quarantined and will be automatically deleted from SC Broadband servers 30 days after receipt of the email.
- x. Web pages included in accounts are specifically designated and shall be monitored by SC Broadband for compliance. SC Broadband reserves the right to assess appropriate account type fees in the event you publish pages contrary to the stated account web page type (e.g., personal pages used in a commercial manner).
- xi. Without limitation to its rights, SC Broadband reserves the right to terminate access to Services for any Customer account which has become inactive, as determined by SC Broadband.
- xii. SC Broadband reserves the right to distribute to existing customers information, facts, modifications, changes, improvements, problems, and any other information deemed necessary by SC Broadband via its email systems.
- xiii. The laws of the State of Utah shall govern this Agreement without regard to its choice of law provisions.
- xiv. If any one or more provisions in this Agreement are found to be unenforceable or invalid, Customer and the SC Broadband agreement on all other provisions shall remain valid.
- xv. All prices are based on a one year commitment for Broadband service from SC Broadband. An early termination fee will be assessed if Customer terminates the Agreement for any reason before the end of one year.
- xvi. Speed may vary from subscribed speeds due to line condition, distance from office and internet destination sites.
- xvii. Broadband is not a guaranteed service. Any outages and/or failures will be handled within a timely manner consistent with SC Broadband's standard business practices. SC Broadband cannot and does not guarantee uninterrupted or error-free service. You agree to indemnify and hold harmless SC Broadband and its officers, directors, employees, and agents from any loss suffered by you or your family or others using your account incurred directly or indirectly from use of the Services, or loss of use or interruption of the Services.
- xviii. SC Broadband provides internet access accounts and does not allow login sharing. SC Broadband provides one account access (connection) at a time. If you have simultaneous logins with the same login account at the same time while being an account holder, you violate the condition of



one user, one account, and one login at a time. Such violations will be detailed by date and time of each violation, and you may be responsible for payment of additional accounts.

- xix. You are solely responsible for the protection of your identity from identity theft. SC Broadband does not verify the security of any internet site. Your use of personal information while on the internet places you at risk of identity theft.
- xx. SC Broadband offers multiple tiers of High Speed Internet Service. You agree to comply with the current bandwidth and data cap threshold limitations that correspond with the package of service you selected. You further acknowledge that each tier or level of SC Broadband 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 or, and any Service Agreement 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 SC Broadband. You agree that SC Broadband 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 SC Broadband 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 SC Broadband High Speed Internet Service operates efficiently. You further agree that SC Broadband has the right to monitor your usage patterns to facilitate the provision of SC Broadband 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 Internet Services. SC Broadband 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, SC Broadband 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.