ACCEPTABLE USE POLICY ("AUP") FOR VELOCITY MANAGED SERVICES

Policy Overview

Velocity's goal is to provide its customers with the best services possible. In order to help accomplish this, Velocity has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of Velocity's services, including but not limited to, Internet access, Wi-Fi services, telephone service, and casting services (collectively, the "Service"). This Policy is in addition to any restrictions contained in Velocity's Master Service Agreement(s) ("MSA") executed between Velocity and its Customers. All capitalized terms used in this Policy that are not defined here have the meanings given to them in the MSA governing our Customer's relationship with Velocity.

All Customers (the "customer", "user", "you," or "your") and all others who use the Service must comply with this Policy. Your failure, other's failure, to comply with this Policy could result in the suspension or termination of your or their Service account(s). Therefore, you should take steps to ensure that others you permit to use your Service are aware of this Policy and agree to abide by it. If you are unwilling to comply with this Policy, you must immediately stop all use of the Service and notify Velocity so that it can close your account.

Policy Change Notification

Velocity may revise this Policy from time to time by posting a new version on our website at https://www.velocity.org/about-us/aup or any successor URL(s) (the "Velocity Web Site"). Velocity will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending email announcements or posting information on the Velocity Web Site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should read any Velocity announcements they receive and regularly visit the Velocity Web Site and review this Policy to ensure that their activities conform to the most recent version. You can send questions regarding this Policy to, and report violations of it, at https://www.velocity.org/contact-us. To report child exploitation or another child-related incident involving the Services, please call our Network Operations team 24/7/365 at 1.877.375.3854.

I. Prohibited Uses and Activities

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or the Velocity Equipment, either individually or in combination with one another, to:

Conduct and Information Restrictions

- undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- 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, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- transmit unsolicited bulk or commercial messages commonly known as "spam;"
- 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;
- participate in the collection of very large numbers of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;

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- collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to Velocity 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;

Technical Restrictions

- 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;
- copy, distribute, or sublicense any proprietary software provided in connection with the Service by Velocity or any third party, except that you may make one copy of each software program for back-up purposes only;
- 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, email, web hosting, file sharing, and proxy services and servers;
- use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with the Velocity Equipment or Service or permit any other person to do the same who is not authorized by Velocity;

Network and Usage Restrictions

- use the Service for any purpose other than personal and non-commercial residential use (except for your individual use for telecommuting) unless such use is specified in your MSA
- use the Service for operation as an Internet service provider or for any business, other legal entity, or organization purpose (whether or not for profit);
- restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other person 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
- 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 Velocity (or Velocity supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Velocity (or Velocity 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 WiFi or other methods of networking), in whole or in part, directly or indirectly, with the sole exception of your use of Velocity-provided WiFi service in accordance with its then-current terms and policies;
- connect the Velocity 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; or

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- access and use 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.

II. Customer Conduct and Features of the Service

Customer Obligations

You are responsible for your own compliance with this Policy. You are also responsible for any use or misuse of the Service that violates this Policy by anyone else you permit to access the Service (such as a friend, family member, or guest).

Velocity recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by Velocity and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a LAN, for example, should be protected with a strong password or as otherwise appropriate.

In all cases, you are solely responsible for the security of any device you connect to the Service, including any data stored or shared on that device. It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by Velocity that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

Velocity's Enforcement of Policy

Velocity 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 Sections I or II of this Policy, or otherwise harmful to Velocity's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither Velocity nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, email, file transfer, blog, newsgroup, and instant message transmissions) made on the Service. However, Velocity 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, the MSA, and applicable law.

Electronic Mail Provisions

The Service may not be used to communicate or distribute email or other forms of communications in violation of Section I of this Policy. As described below in Section III of this Policy, Velocity reserves the right to use reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).

Velocity is not responsible for deleting or forwarding any email sent to the wrong email address by you or by someone else trying to send email to you. Velocity is also not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted, or stored temporarily at Velocity's sole discretion. If you cancel or terminate your Service account for any reason, all email associated with that account (and any secondary accounts) will be permanently deleted as well.

If Velocity believes in its sole discretion that any subscriber name, account name, or email address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Velocity (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Velocity may at any time reserve any identifiers on the Service for its own purposes.

Instant, Video, and Audio Messages

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. Velocity assumes no responsibility for the timeliness, misdelivery, deletion, or failure to store these messages.

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III. Network Management

Velocity Network Management

Velocity manages its network with one goal: to deliver the best possible experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as Velocity works to promote the use and enjoyment of its services by all of its customers. The company uses reasonable network management practices that are consistent with industry standards. Velocity tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Service and the challenges and threats to the Service.

The need to engage in network management is not limited to Velocity. In fact, all large Internet service providers manage their networks. Many of them use the same or similar tools that Velocity 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, Velocity can deliver the best possible service experience to all of its customers.

Network Management Practices

Velocity uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and your respective MSA. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer email accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that Velocity may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

IV. Violation of this Acceptable Use Policy

Velocity reserves the right immediately to suspend or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this Policy or your MSA, or if anyone else you permit to access the Service violates this Policy.

Policy Enforcement

Velocity does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. Velocity has no obligation to monitor the Service and/or the network unless provided in your MSA or subsequent agreement(s). Velocity and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Velocity users.

Velocity prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Velocity also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Velocity's intervention. However, if the Service is used in a way that Velocity or its suppliers, in their sole discretion, believe violates this Policy, Velocity or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither Velocity nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Velocity's exclusive remedies and Velocity may take any other legal or technical actions it deems appropriate with or without notice.

Velocity reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material and data on Velocity's servers

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and network. During an investigation, Velocity may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to Velocity and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your Service account, Velocity is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).

V. Copyright

Velocity is committed to complying with U.S. copyright and related laws and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or access, share or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Velocity complies with the Digital Millennium Copyright Act ("DMCA") and provides a method for copyright owners to communicate information about alleged infringements to us, and for us to inform our customers about them. You may receive notices or alerts if your Service account is identified by a copyright owner as having been used in connection with acts of alleged copyright infringement.

Velocity's DMCA Policy

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Velocity's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Velocity, in its sole discretion, believes is infringing these rights. Velocity may terminate the Service at any time with or without notice for any affected customer or user.

DMCA Notices

Copyright owners may report alleged infringements of their works by sending Velocity's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Velocity's receipt of a satisfactory notice of claimed infringement for these works, Velocity will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s), if applicable or (ii) disable access to the work(s). Velocity will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

Copyright owners may send Velocity a notification of claimed infringement to report alleged infringements of their works under the DMCA to:

DMCA Notifications
7130 Spring Meadows Dr W
Holland, OH 43528 U.S.A
Phone: +1.877.375.3854
Fax: +1.419.868.9986
Email: legal@velocity.org

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Velocity, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

What to do if you receive a DMCA notification of alleged infringement

If you receive a DMCA notification of alleged infringement as described above, and you believe in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then you may send a counter notification to Velocity. Upon Velocity's receipt of a counter notification that satisfies the requirements of the DMCA, Velocity will provide a copy of the counter notification to the person who sent the original notification of claimed

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infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that Velocity will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against you, you can file a counter notification with Velocity's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

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