



## mi-fiber, LLC Acceptable Use Policy

### Introduction

mi-fiber, LLC (hereinafter “mi-fiber”, “we,” “our,” or “us”), as your Internet provider, seeks to manage an online community which its customers (hereinafter “customer,” “you” or “your”) may openly enjoy with a feeling of comfort and safety. In furtherance of this goal mi-fiber has developed this Acceptable Use Policy to be ratified by all customers, and strictly adhered to while using the mi-fiber network. Below is a **non-exhaustive** list of uses and acts which are not permitted on this network. If a customer violates the terms of this Acceptable Use Policy, mi-fiber reserves the right to suspend or terminate service. Although much of the following will appear to be common sense, **please read the document in its entirety** to ensure a proper understanding of the acceptable uses of mi-fiber network services.

### Applicability

***By using the Internet service provided by mi-fiber, you are agreeing to the terms and conditions of this Acceptable Use Policy as described below. You are solely responsible for any violation or misuse of the network through the use of your account. This includes a violation committed by a third party whether or not said third party had your permission. Any violations may be punishable by a permanent termination of the account or other penalties listed below.***

### Revisions

mi-fiber reserves the right to revise this Acceptable Use Policy at any time and for any reason without notice to customers. Any revision will be executed by posting the revision on the mi-fiber website: [www.mi-fiber.net](http://www.mi-fiber.net), and revisions will be effective immediately upon posting.

### Prohibited Uses and Activities

#### I. Illegal Use

Customer agrees that you will never use, encourage or allow others to use mi-fiber Internet service for any use or purpose which violates any State, Federal, Local or International law, regulation or order. You will never use, encourage or allow another to use mi-fiber Internet service to commit a terroristic, fraudulent, or harassing act; nor to post, transmit, disseminate or download any information, material or data which is or may be construed as being unlawful, abusive, libelous, slanderous, obscene, profane, threatening or defamatory. The transmission, posting or downloading of child pornography is illegal and strictly forbidden on the mi-fiber network. The use of this network to engage in unlawful acts, such as, but not limited to: illegal gambling; Ponzi schemes, other “Get Rich Quick” schemes or soliciting schemes; the sale of drugs, contraband or any other illegal substance or material; advocacy of any crime or violent act; statements in support of any hate crime; any statements of hate speech; or providing any material, technology, support, resources, or software to any terrorist organization or prohibited Nation pursuant to Federal Law shall be strictly prohibited.

## **II. Impersonation, Forgery or Fraud**

Neither you, nor anyone using your account may use this network to impersonate another user, to falsify one's username, digital signature, handle, or identity in or on any email, post, transmission, login, message board, or account. You shall not, nor shall you allow others to forge any message, emails or other transmissions. You agree not to permit any fraudulent activities on your account by yourself or any other person using your account.

## **III. Infringement on Intellectual Property**

You agree not to infringe upon another's patent, trademark, trade secret, copyright or any other intellectual property rights. This includes, but is not limited to, uploading/downloading copyrighted music, movies, pictures, videos, television shows, clips, or other media.

## **IV. Threats and Harassment**

Neither you nor any other person using your account may use the network to threaten bodily harm or damage to property of another, or to harass, demean, persecute, abuse or defame another person.

## **V. Child Pornography**

The use of this network to distribute, transmit, share, download, view, disseminate, purchase or create child pornography or using this network to solicit sex with a minor is unlawful and strictly prohibited.

## **VI. Mass Email**

Neither you nor anyone using your account may use this network to send mass emails regardless of the content. Mass emails include, but are not limited to, bulk email or sending numerous copies of the same or substantially the same message. The determination of abuse will be determined by mi-fiber in its sole discretion. Further, any emails sent on this network which do not comply with the Can-Spam Act of 2003 (15 U.S.C. §7701-7713 and 18 U.S.C. §1037) are prohibited.

### **Prohibited System Activities**

#### **I. Hacking**

Neither you nor any other user may use this network to obtain information from accounts of others or attempt to breach the security of any site or another's computer. This is to include, but is not limited to accessing another's computer without their consent, or obtaining software, data, information or any other items whether tangible or intangible. This includes using tools which are designed to interrupt Internet service, disrupt online security, obtain passwords, manipulate password protection or obtain confidential and proprietary information on the network.

#### **II. Commercial Use**

Customers of mi-fiber Internet service are strictly prohibited from reselling any mi-fiber Internet service, except with the prior written consent of mi-fiber.

Customers of mi-fiber Internet service are strictly prohibited from providing mi-fiber Internet service free of charge to any other person or entity except:

- (a) to a person who resides in customer's household;

- (b) to a person who is a temporary guest in customer's household; or
- (c) to a person or entity making use of the Internet service while temporarily on the customer's business premises.

### III. System Disruption

Neither you nor any other user is permitted to disrupt the network's functioning through any restriction, impairment, destruction, or creation of any unusually large burden. Any use of a virus, worm, Trojan horse, lock, key, email bomb, time bomb or any other program which is designed to track or collect information, distribute mass emails, or impair the speed and functionality of another's computer or the network in general is a violation of this agreement.

### IV. Sale of the Service

Neither you nor any other user on your account is permitted to resell mi-fiber network services as an Internet service provider. Likewise, neither you nor any other user on your account is permitted to allow any other person, group or entity to access the network directly or indirectly.

### V. Operation of Servers

Neither you nor any other user on your account is permitted to operate a server without the express written consent of mi-fiber. Any unauthorized server operated on mi-fiber network is a violation of this policy.

### VI. Excessive Bandwidth

In using broadband services through mi-fiber, you agree to comply with the current bandwidth, data storage, email storage and other limitations which correspond with your Terms of Service with mi-fiber.

### Violations

***mi-fiber reserves the right to suspend or terminate service to any account at any time, without notice, if any violation of this agreement occurs. mi-fiber further reserves the right to immediately and without notice remove any material it deems harmful, obscene, illegal, or in any way a violation of a term listed above.***

### Digital Millennium Copyright Act

Internet Service Providers are required to designate an agent to receive notifications of infringement from copyright holders. mi-fiber's Agent designated to receive notification of claimed infringement is:

Michael Ragan

1001 Kentucky Street

Princeton, MO 64673

660-748-3231, 660-748-4993 (fax), dmcaagnt@grm.net

To understand copyright infringement claims, please visit: [www.respectcopyrights.org](http://www.respectcopyrights.org)

### Indemnification

You agree to indemnify, defend and hold harmless mi-fiber, its subsidiaries, directors, employees, affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from your engagement in any act prohibited by this Acceptable Use Policy. This paragraph will survive any termination or expiration of any applicable subscriber agreement.

### Severability

If any part or provision of this Policy is held to be unenforceable for any purpose, then both parties agree that the remainder of the Policy shall be fully enforceable as if the unenforceable part or provision never existed.