



## Mi-Fiber, LLC Acceptable Use Policy

### Introduction

Below is a ***non-exhaustive*** list of uses and acts which are not permitted on Mi-Fiber's network and/or services. If a customer violates the terms of this Acceptable Use Policy, Mi-Fiber reserves the right to suspend or terminate service.

### Applicability

***By using the network and/or services 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 Mi-Fiber's network and/or services 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 result in a permanent termination of the account or other penalties described below.***

### Revisions

Mi-Fiber reserves the right to revise this Acceptable Use Policy at any time and for any reason by amending the online version of the relevant document and giving Customer 30 days advance notice. The notice may be provided on your monthly bill, as a bill insert, by email, or by other written communication. Customer's continued use of the network and/or services following any such change indicates customer's acceptance of the change(s). If customer does not agree to the change(s), customer will need to contact Mi-Fiber at 1-844-499-0399 or [info@mi-fiber.net](mailto:info@mi-fiber.net) to cancel services and return all Mi-Fiber owned equipment.

### Prohibited Uses and Activities

#### **I. Illegal Use**

Customer agrees to never use, encourage or allow others to use Mi-Fiber's network and/or services 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's network and/or services 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, deceptive, defamatory, or invasive of another's privacy. The transmission, posting or downloading of child pornography is illegal and strictly forbidden on the Mi-Fiber network. The use of Mi-Fiber's network and/or services to engage in unlawful acts is strictly prohibited. Such acts include, but are 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.

Mi-Fiber reserves the right to immediately disconnect your service without notice, if, in our sole and absolute discretion, we determine that you have used the service or the equipment for an unlawful purpose or tampered with the equipment. In the event of such disconnection, you will be responsible for the full charges to the end of



the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon disconnection of your service.

In addition, in order to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the customer or others, Mi-Fiber will provide information in response to law enforcement requests, lawful government requests, subpoenas, and/or court orders. You hereby consent to our forwarding of any such communications and information to these authorities.

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

Neither you, nor anyone using your account may use Mi-Fiber's network and/or services 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 Mi-Fiber's network and/or services 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 Mi-Fiber's network and/or services to distribute, transmit, share, download, view, disseminate, purchase, or create child pornography; or to solicit sex with a minor is unlawful and strictly prohibited.

## **VI. Mass Email**

Neither you nor anyone using your account may use Mi-Fiber's network and/or services 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 Mi-Fiber's 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.

## **VII. Hacking**

Neither you nor any other user may use Mi-Fiber's network and/or services to obtain information from accounts of others or attempt to breach the security of any site or another's computer or service. This is to include, but is not limited to: accessing another's computer without their consent; obtaining software, data, information or any other items whether tangible or intangible; and/or using tools which are designed to interrupt service, disrupt



security, obtain passwords, manipulate password protection or obtain confidential and proprietary information on Mi-Fiber's network and/or services. You shall not attempt to hack or otherwise disrupt Mi-Fiber's network and/or services or make any use of Mi-Fiber's network and/or services that is inconsistent with its intended purpose.

#### **VIII. System Disruption**

Neither you nor any other user is permitted to disrupt Mi-Fiber's network 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 Mi-Fiber's network in general is a violation of this agreement.

#### **IX. 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's network is a violation of this policy.

#### **X. Theft of Service**

You shall not use Mi-Fiber's network and/or services in a manner calculated to avoid Mi-Fiber's policies and procedures. You shall not obtain or use Mi-Fiber's network and/or services in an improper manner. You shall notify us immediately, in writing or by calling our customer support line at 1-844-499-0399, if the equipment utilized to access Mi-Fiber's network and/or services is stolen or if you become aware at any time that your service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances involving the equipment theft, fraudulent use or unauthorized use of Mi-Fiber's network and/or services. Failure to do so in a timely manner may result in the disconnection of your service and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for: all Mi-Fiber owned equipment stolen from you; all use of Mi-Fiber's network and/or services accessed by equipment stolen from you; and any and all fraudulent or unauthorized use of Mi-Fiber's network and/or services. Mi-Fiber reserves all of its rights at law and equity to proceed against anyone who uses Mi-Fiber's network and/or services illegally or improperly.

#### **XI. Re-sale of the Service and Commercial Use**

Neither you nor any other user on your account is permitted to resell any Mi-Fiber services in any capacity, including but not limited to Internet and/or voice services, except with the express prior written consent of Mi-Fiber. Likewise, neither you nor any user on your account is permitted to provide access to the Mi-Fiber network and/or services free of charge to any other person, group or entity, directly or indirectly, 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.



### **Violations**

***Mi-Fiber reserves the right to suspend or terminate service to any account at any time, without notice, if any violation of this Acceptable Use Policy, the Service Agreement, or the Terms of Service 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 the terms listed above. Furthermore, Mi-Fiber reserves all of its rights at law and equity to proceed against anyone who uses the service illegally or improperly.***

### **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 Acceptable Use Policy is held to be unenforceable for any purpose, the remainder of the Acceptable Use Policy shall be fully enforceable as if the unenforceable part or provision never existed.