

## **ACCEPTABLE USE POLICY – RESIDENTIAL SERVICES**

### **ACCEPTABLE USE**

WhiteSky Communications, LLC (WhiteSky), and its affiliates, complies with the laws and regulations that govern use of the Internet to ensure all customers may use WhiteSky's services without interference. This Acceptable Use Policy (AUP) applies to all Internet services offered by WhiteSky for residential (non-commercial) (referred to herein as "Internet Services" or "Services") at the location you are currently accessing the Services. It is WhiteSky's policy to provide robust and reliable access to the Internet for all of its end user customers. By using the Services, you agree to be bound by this AUP and to use the Services in compliance with this AUP and other WhiteSky policies posted on the WhiteSky Website, including our privacy policy (located at <https://portal.whitesky.us/legal/terms-of-use>). WhiteSky reserves the right to restrict, suspend or terminate a user's access to the Services and/or account with WhiteSky, without notice, if user uses the Services in violation of this AUP or the other customer agreements and terms and conditions to which user is bound (such as WhiteSky's Privacy Policy, Terms and Conditions of Use for Residential Internet Services, and Service Order), as well as to take any appropriate legal or other action to enforce them (such as takedown or blocking of content without notice).

Because network resources are shared by all users, WhiteSky has implemented these policies to govern Internet Services. These policies are designed to: (a) ensure that shared network resources are allocated fairly among all users; (b) allow users and prospective users to understand service policies and any significant limitations on the Internet Services; and (c) provide a foundation that assures customers that they can rely on consistently receiving the level and quality of service to which they subscribe.

WhiteSky does not block access to, nor discriminate against, any lawful website or Internet application and, with respect to Internet Services, supports the ability of users to select and attach the equipment of their choice to the network so long as that equipment: (a) is certified by the Federal Communications Commission (FCC); (b) is used for a lawful purpose consistent with this AUP; and (c) does not harm the network or degrade network performance for other users. All users are fully responsible for securing their equipment, including wireless routers, to prevent unauthorized access to the network by third parties and will be held fully responsible for the actions of such third parties that gain unauthorized access to the network through unsecured end user equipment.

You are responsible for familiarizing yourself with these policies. By using WhiteSky's Internet Services, you accept, agree to be bound by, and to strictly adhere to, these policies. You also agree to be responsible for compliance with these policies by third parties, such as friends, family members, or guests that make use of your service accounts or equipment to access the network for any purpose, with or without your express permission.

If you do not wish to be bound by this AUP, WhiteSky's Privacy Policy and/or other policies or agreements relating to the Services, then you may not use the Services and/or immediately must cease using the Services and notify WhiteSky of such discontinuance, as commencement or continued use of the Services shall be deemed to constitute your agreement to be bound by the AUP, Privacy Policy and other policies and agreements relating to the Services. WhiteSky reserves the right to change or modify this AUP at any time without separate notice to users. It is your responsibility to periodically check this AUP to ensure that you are fully informed of the current AUP and that you remain in continued compliance with such AUP.

1. **General Policy.** WhiteSky's residential Internet Services are provided to users for their reasonable, personal, non-commercial use only. WhiteSky reserves the sole discretion to deny or restrict your Service, or immediately suspend or terminate your Service, if the use of the Service by you or anyone using it, is objectionable or unlawful, interferes with the functioning or use of the Internet or WhiteSky's network for WhiteSky or other users, or violates the terms of this AUP.

2. **Specific Examples of AUP Violations.** The following is a non-inclusive list of examples of conduct which may lead to termination of your Internet Service. It is a violation of this AUP to:

- A. resell or to permit or facilitate the use of the Services, in whole or in part, directly or indirectly, by other persons or entities, regardless of whether for a fee or profit, and regardless of the method (e.g., through Wi-Fi or other methods of networking);
- B. use or run programs or dedicated, stand-alone equipment or servers from a user's premises that provide network content or any other services to anyone outside of such premises' local area network, also commonly referred to as public services or servers. Examples of prohibited equipment and servers include e-mail, Web hosting, file sharing, peer-to-peer servers, and proxy services and servers;
- C. access without permission or right the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of WhiteSky or any other entity, or to penetrate the security measures of WhiteSky or any other person's computer system, or to attempt any of the foregoing;
- D. transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, spamming, flaming or denial of service attacks;
- E. introduce viruses, worms, harmful codes or Trojan horses on the Internet;
- F. use the Service to host, post, or transmit any content that is obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, violent, or that promotes the use of violence or harm to others, including any content that harasses, or threatens the health or safety of others;

- G. violate WhiteSky's or any third party's copyright, trademark, proprietary or other intellectual property rights;
- H. engage in any conduct harmful to WhiteSky's network, the Internet generally or other Internet users;
- I. use the Service to violate any rule, policy or guideline of WhiteSky;
- J. use the Service for any activity which may violate any laws, rules or regulations of any governmental authority with jurisdiction over WhiteSky and/or the Service use, including criminal or civil local, state, or federal law, international law, treaty, court order, regulation or administration rule;
- K. violate any export control laws, or download or use the Internet Service in destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time. L. engage in deceptive trade practices or consumer fraud, such as illegal gambling, "make money fast" schemes, chain letters, pyramid or other investment schemes, or to make or encourage other persons to accept fraudulent offers for services or products.

3. **Interaction with Minors.** Users have sole responsibility to protect children, minors and other socially dependent persons from access to inappropriate Internet content, applications and websites while using the Services. If children have access to the Services, WhiteSky encourages you to use online parental controls and to carefully supervise online activity.

4. **Child Pornography.** WhiteSky's Internet Services may not be used to access, upload, post, store, display, transmit or distribute information, data, information, content or material that is obscene, pornographic or contains graphic visual depictions of sexual acts or sexually explicit conduct involving children or minors or that otherwise may harm a minor.

5. **E-mail.** The CAN-SPAM Act of 2003 sets forth requirements for commercial e-mails and electronic messages. Violation of these requirements, or any other law applicable to e-mail services or electronic messages, is a violation of this AUP. Prohibited Spam/E-mail include, but are not limited to the following:

- A. intercepting, interfering, or redirecting another person's e-mail or other transmission;
- B. sending unsolicited commercial e-mail or electronic messages for advertising purposes;
- C. sending bulk unsolicited electronic mail messages (mail-bombing);
- D. sending unsolicited commercial e-mail or electronic messages without providing a means for recipients to opt-out of receiving such messages;
- E. generating excessive amounts of e-mail or electronic messages that could disrupt WhiteSky's network;

- F. using an unauthorized e-mail server, Internet address or computer to send email or messages to deceive recipients as to the origin, or to conduct prohibited activities under this AUP;
- G. using deceptive subject lines and failing to disclose clearly and conspicuously that your message is an advertisement;
- H. using false or misleading header, user or sender information;
- I. failing to identify the sender, sender's return address, or e-mail address of origin in the header or subject of the e-mail or message;
- J. sending e-mail or electronic messages to interfere with another's use of the Internet;
- K. sending e-mail or electronic messages to those who have opted-out from receiving such messages.

**6. Customer and Network Security.** Customers are responsible for the security of their systems and devices that connect to the Internet, including updating systems as necessary. WhiteSky's Internet Services may not be used to interfere with or gain unauthorized access to, or otherwise violate the security of WhiteSky's or any other party's computer, network, devices, software or data. System security violations include, but are not limited to, the following:

- A. unauthorized interception of data or e-mail addresses of WhiteSky's or any other party's network or system;
- B. hacking or gaining access to, the security of any system, network, server, computer, or data, without authorization;
- C. deceptively obtaining personal information of third parties (phishing);
- D. using any program or transmission that interferes with access or use of the Internet;
- E. using any program or tool that compromises security including password guessing programs and packet sniffers;
- F. knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, or corrupt files to damage another person's computer or network, or to hi-jack such system;
- G. transmitting pirated software;
- H. failing to take reasonable security measures to prevent violation(s) of this AUP.

**7. Customer Responsibilities.** WhiteSky's customers are solely responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using WhiteSky's Internet Services. WhiteSky is not responsible for any material created or accessible on its network by Internet Services users. Customers are responsible for preventing and remedying any violation of this AUP.

**8. USENET.** Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting) is explicitly prohibited.

**9. Enforcement.** Failure to comply with this AUP may result in the suspension or termination of your Internet Services. WhiteSky has the right, without notice, to suspend or terminate your Internet Services pursuant to a court order or government demand. WhiteSky may also suspend or terminate your Internet Services when such use violates any law, or could subject WhiteSky to civil liability or prosecution, or causes harm or interference to WhiteSky's network or other customer's use of Internet Services. WhiteSky will respond appropriately if it becomes aware of the inappropriate or wrongful use of the Services. WhiteSky has no obligation to monitor the Service and/or the network. However, WhiteSky reserves the right at any time to monitor bandwidth, usage, transmissions, and content to, among other things, to operate the Service; identify violations of this AUP; and/or protect its network and Internet Services, and other WhiteSky users. In no event shall WhiteSky have any liability whatsoever to users for damages incurred by users or any third party in connection with WhiteSky's enforcement or non-enforcement of this AUP.

WhiteSky may notify customers of inappropriate activities and give them a reasonable period of time to take corrective action. WhiteSky prefers to have customers directly resolve any disputes or disagreements they may have with others, whether WhiteSky customers or not, without WhiteSky's intervention. However, if Internet Services are used in a way that WhiteSky, in its sole discretion, believes violates this AUP, it may take any actions deemed appropriate with or without notice. In all cases, WhiteSky is not liable for any action it takes in response to what it believes is a violation of the AUP. WhiteSky may also take any legal action it deems appropriate with or without notice.

WhiteSky reserves the right to investigate suspected violations of the AUP, including examining material on WhiteSky's networks. During an investigation, WhiteSky may suspend the account or accounts involved. You expressly agree to cooperate with WhiteSky, and with law enforcement authorities, if involved, in the investigation of suspected legal violations. Upon termination of Internet Services, WhiteSky may delete any files, programs, data, email and other messages associated with your account.

The failure of WhiteSky to enforce this AUP shall not be construed as a waiver of any right to do so in the future. You also agree to indemnify, defend and hold harmless WhiteSky against all claims and expenses (including reasonable attorney fees) resulting from any violation of the AUP. This indemnification will survive any termination of your Internet Services.

INDIRECT OR ATTEMPTED VIOLATIONS OF THIS AUP, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A WHITESKY CUSTOMER OR A CUSTOMER'S END USER, SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH CUSTOMER OR END USER.

WHITESKY RESERVES THE RIGHT TO SHUT DOWN OR TERMINATE ACCESS AT ANY POINT FOR SUSPICIOUS ACTIVITY OR IF WHITESKY BELIEVES THE USER IS CAUSING MALICIOUS OR DETRIMENTAL NETWORK ISSUES. REACTIVATION MAY RESULT IN A REACTIVATION FEE AND MAY TAKE UP TO 36 HOURS.

WHITESKY AND ITS CLIENT'S DESIGNATED ADMINISTRATOR RESERVES THE RIGHT TO SHUT DOWN, SUSPEND OR TERMINATE ACCESS AT ANY TIME, WITH OR WITHOUT CAUSE, AND WILL PROVIDE NOTICE AND INSTRUCTIONS THROUGH EITHER EMAIL OR WEBPAGE TO RESTORE SERVICE.

**10. Copyright Infringement/Repeat Infringer Policy.** WhiteSky respects the intellectual property rights of third parties. Accordingly, you may not store any material or use WhiteSky's network, systems or servers in any manner that constitutes an infringement of third-party intellectual property rights, including under United States copyright law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of WhiteSky to suspend or terminate, in appropriate circumstances, the Service provided to any user or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights.

In addition, WhiteSky expressly reserves the right to suspend, terminate or take other interim action regarding the Service of any user or account holder if WhiteSky, in its sole judgment, believes that circumstances relating to an infringement of third-party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights WhiteSky may have under law or contract.

If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent or the law, you may report alleged infringements by sending WhiteSky's Designated Agent a notification of claimed infringement in accordance with the requirements of the DMCA, to:

DMCA Agent  
WhiteSky Communications  
5170 Watermelon Road  
Suite 316  
Northport, AL 35476  
[mda-abuse@realpage.com](mailto:mda-abuse@realpage.com)

Upon WhiteSky's receipt of a satisfactory notice of claimed infringement, which complies with the requirements of the DMCA, WhiteSky will respond expeditiously and either directly or indirectly (i) remove the allegedly infringing work(s) from the network; or (ii) disable access to the work(s). WhiteSky will also notify the affected customer or end user of the removal or disabling of access to the work(s). If you, as an end user, receive notification of an alleged infringement, 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 WhiteSky's Designated Agent listed above. Upon WhiteSky's receipt of a counter notification that satisfies the requirements of DMCA, WhiteSky will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you

expressly agree that WhiteSky will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

WhiteSky may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms of this AUP. You acknowledge that WhiteSky shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the network, including but not limited to content that violates the law or this AUP.

## **WHITESKY CONTACTS**

If you have any questions or complaints about any of the policies outlined above, how they pertain to you, or specific service and network questions relating to your account, you can contact our offices in the following ways:

Complaints regarding illegal use or system or network security issues may be sent to:  
[mdu-abuse@realpage.com](mailto:mdu-abuse@realpage.com)

Complaints regarding SPAM or other email abuse may be sent to:  
[mdu-abuse@realpage.com](mailto:mdu-abuse@realpage.com)

Complaints regarding incidents of PHISHING or SPOOFING may be sent to:  
[mdu-abuse@realpage.com](mailto:mdu-abuse@realpage.com)

Complaints regarding USENET abuse may be sent to:  
[mdu-abuse@realpage.com](mailto:mdu-abuse@realpage.com)

For live security incidents, please contact WhiteSky at 1-866-755-8593 (24x7)

WhiteSky will make all attempts to resolve any questions, problems, or complaints received; however, some items may not be within the company's control to solve.

For any complaints or questions concerning any third-party applications or services that you subscribed to, please contact those vendors directly for support. WhiteSky is not responsible or liable for any problems resulting from the use of third-party vendors, and generally will not be able to answer questions or provide support for these applications.

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