

SUBSCRIBER AGREEMENT AND TERMS OF SERVICE

Effective January 1, 2016

GENERAL TERMS AND CONDITIONS

The following Terms and Conditions apply to all services offered by ECFiber, unless otherwise specifically noted. "ECFiber" includes any and all of its authorized contractors and sub-contractors. These Terms and Conditions, the Service Agreement, the Acceptable Use Policy (if applicable), the Privacy Agreement and applicable state tariffs bind the Customer and constitute a contractual arrangement upon acceptance and use of ECFiber's service.

1. **SERVICE.** ECFiber provides services to individual account holders unless elsewhere specified and agreed. Every account must have one or more responsible parties assigned to place orders and make changes to the account. No addition, termination or changes will be made to the account without the direct consent of the responsible party. All applicants for service must be 18 years of age or older.

Anyone under age 18 must have a parent or legal guardian sign the application.

ECFiber reserves the right to require proof of identity before providing service.

Service pricing excludes required taxes and surcharges, which are assessed to the applicable portion of the Customer's bill. Installation fees, supplemental "drop" fees for underground or remote premises, telephone activation fees, supplemental service and reconnection fees are additional.

2. SUBSCRIPTION REQUIREMENTS.

2.1 The Customer authorizes ECFiber to review account information, assess current services and assist in making modifications to Customer's account throughout the duration of this agreement.

2.2 For Customers requesting telephone service with ECFiber, a signed Letter of Authorization ("LOA") must be on file before service will be provided. The LOA gives legal authorization to ECFiber to act as Customer's agent, to make any and all inquiries necessary for the purpose of obtaining customer service record information and to act as the Customer's agent for the purpose of taking any and all actions required (including the removal of any account protection/freezes) to become Customer's LOCAL SERVICE PROVIDER and to implement other services described herein for all of the Customer's physical service and billing locations including changing Customer's long distance carrier(s).

2.3 The Customer gives ECFiber authorization to notify all appropriate parties, including the Customer's local and long distance carrier, of the Customer's choice of carriers and to make the necessary changes for the Customer's current and future services without further permission. It is the customer's responsibility to terminate service from prior local and long distance carriers *after* activation of ECFiber's telephone service.

2.4 The Customer directs the chosen long distance carrier for toll charges within Vermont and outside Vermont domestically and internationally, if not ECFiber, to comply with current applicable access tariffs, or release the Customer from any unfilled contractual obligations for service.

2.5 ECFiber may obtain any records from the Customer's local intralata long distance, and/or long distance, telephone company that are necessary to provide these services.

2.6 The Customer also agrees to indemnify ECFiber, its employees, and agents from any liability resulting from any credit injury, or client privacy issue, or liability to any third party for pre-existing obligations, the Customer may have regarding local and/or long distance services.

2.7 For Internet service, ECFiber highly recommends that all Customers install anti-virus software, anti-spyware software, and personal firewall to protect the Customer's system. ECFiber shall not be responsible for any loss of service resulting from the Customer's negligence, including loss of service from viruses, spyware, and other malware, except as provided for under ECFiber's own anti-virus service terms and conditions.

2.8 In order to receive Internet service, the Customer will provide various interface equipment, which may include a router. ECFiber will be responsible for providing the Internet connection to the Customer's router. ECFiber will not be responsible for maintaining the Customer's router or any Customer equipment attached to the router. Customers using their own routers will be charged service fees for any support or service arising from or related to router operation.

3. **ACCESS TO PREMISES.** ECFiber will not enter into a Customer premises without the presence of an authorized adult, 18 years of age or older. Customer grants to ECFiber or any duly authorized agent an irrevocable license to enter upon Customer's premises at reasonable hours with reasonable notice to install, maintain and remove any equipment necessary for ECFiber's provision for service to the Customer or other Customers. In purchasing service from ECFiber, the Customer hereby assumes full responsibility for securing permission from the Customer's landlord for the installation of all applicable wiring and equipment. ECFiber is released from liability arising from any failure to secure such permission.

4. USE LIMITATIONS.

4.1 Customers with Internet service through ECFiber also agree to follow the policies set forth in the Acceptable Use Policy ("AUP") attached hereto. If the Customer fails to abide by these restrictions, the Customer will be liable for any and all claims made against them. The Customer agrees to indemnify and hold harmless ECFiber from any damage as a result of the Customer's breach of this Agreement.

4.2 The Service is for personal and business use only. The Customer must also

ensure that his/her use of the Service does not restrict, inhibit, interfere with, or degrade any other Customer's use of the Service, nor represent (as determined by ECFiber in its sole discretion) an overly large burden on the network.

In addition, the Customer must ensure that their use of the Service does not limit or interfere with ECFiber's ability to deliver and monitor the Service or any part of its network.

Customers in multi-unit locations are not permitted to share service amongst such separate units. Occupants of each such unit are required to subscribe for service on their own account. Should ECFiber find a customer in violation of this provision, ECFiber reserves the right to terminate service forthwith upon written notice to the customer.

4.3 ECFiber reserves the right to monitor Service accounts where data consumption is not characteristic of a typical user of the Service, as determined by the company in its sole Excessive use is a violation of this Agreement.

Common activities that may cause excessive data consumption in violation of this Agreement include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups, video streaming, and online gaming.

In these cases, ECFiber may, in its sole discretion, request that the Customer subscribe to a higher level of Service if they wish to continue to use the Service at the higher data consumption levels, or ECFiber may suspend or terminate the Customer's Service account.

From time to time ECFiber may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Service plans and will inform subscribers accordingly. ECFiber's determination of the data consumption for Service accounts is final.

5. PAYMENT. The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or customers. The Customer is also responsible for payment of charges for all other third person use of service to which the Customer subscribes. The Customer is responsible for all charges to the account even if the charges are incurred by fraud or without the Customer's knowledge. The Customer is solely responsible for controlling access to, and the use of the equipment and facilities.

All charges due from the Customer are payable to ECFiber, or to ECFiber's authorized billing agent, in immediately available U.S. dollars. Personal checks and certified checks will be considered as acceptable forms of payment. Upon authorization by the Customer, ECFiber charges may be billed to the Customer's bank account, as applicable, each month. ECFiber is not responsible for any charges or expenses resulting from charges billed by ECFiber.

The Customer is billed from the date services are installed and activated to the date the services are disconnected. Therefore, the first bill a Customer receives, or the first bill after an additional service has been installed or activated, will include partial month charges in addition to his/her advanced monthly charges. This charge will be from the date of installation and activation, to the last day of the current month. When a customer is disconnected, an amount from

the date of disconnection to the last day of the month billed in advance will be subtracted from the Customer's bill.

Any objections to billed charges must be reported to ECFiber within forty-five days after receipt of the bill. Objections may be filed by telephone, e-mail or by mail. Any adjustments or additional charges are shown separately on each bill.

ECFiber shall make no refund of an overpayment made by the Customer unless the claim of such overpayment, together with proper evidence, is submitted within six (6) months of the date of alleged overpayment.

6. INTERRUPTION OF SERVICE. ECFiber will attempt to provide continuous and uninterrupted service. When ECFiber schedules a service interruption for maintenance or repairs, ECFiber will notify the Customer of the cause and expected duration of the interruption at least twenty-four (24) hours in advance, when possible. Such maintenance will normally occur during the early morning hours. However, ECFiber may designate a regular maintenance window during which maintenance may be conducted without notifying Customers for each event. Such regular maintenance windows will be communicated to Customers.

Credit allowances for interruptions of telephone service which are not due to ECFiber's testing or maintenance of equipment, to the negligence or other wrongful act or omission of the Customer, or to the failure of equipment, provided by the Customer or the Customer's agents, servants, employees, or customers, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify ECFiber immediately of any interruption in service for which the Customer desires a credit allowance unless there is a system-wide disruption or the Customer's disruption is otherwise known or should have been known by ECFiber. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer.

Interruptions caused by Customer equipment or inside wiring are not deemed an interruption of service. For purposes of credit computation, every month shall be considered to have thirty (30) days and every day twenty-four (24) hours. No credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For disruption greater than twenty-four (24) hours, an allowance equal to 1/30 of the regular monthly recurring charges shall be made for each twenty-four (24) hours the service remains disrupted; except that the total allowance may not exceed the regular monthly recurring charges for service. An interruption is measured from the time the Customer notifies ECFiber, personally, by telephone or in writing, or otherwise the interruption is known or should have been known to ECFiber, until the trouble is cleared. Once ECFiber receives notification of the interruption in service, the credit shall be automatic. Each interruption is considered separately for the purposes of establishing credit allowance. Interruptions reported after the fact shall not be eligible for a credit.

7. RETURNED CHECKS. ECFiber reserves the right to assess a charge of \$25.00, whenever a check presented for payment of service is not accepted by the institution upon which it is written.

8. LATE FEES AND DISCONNECTION. Service is provided and billed in advance on a monthly basis with

the exception of international toll calls outside North America, which are billed in arrears. Bills are due and payable upon receipt. A late fee equal to 1.5% may apply to any unpaid or past due balance. The late fee begins to accrue no sooner than the 30th day after the billing date. In the event that ECFiber incurs fees or expenses, including attorney's fees, collecting or attempting to collect charges owed to ECFiber, these may be charged to the Customer, and the Customer will pay these fees or expenses.

Service may be disconnected by ECFiber, upon prior written notice to the Customer and in accordance with applicable law, when there is an unpaid balance for service that is more than sixty (60) days overdue.

If service has been canceled for nonpayment and the Customer wishes it continued, service shall be restored when all past due amounts in addition to a restoration fee of \$35.00 are paid or when a reasonable payment plan has been agreed upon between the Company and the customer for full payment of amounts owed.

9. **REPAYMENT PLAN.** Any Customer having difficulty paying for service should contact ECFiber to request a repayment plan. If a repayment plan is agreed to by ECFiber, the plan will apply exclusively to delinquent amounts. All new charges are expected to be paid in full, and on time, when due. Failure to comply with the agreed repayment plan can result in disconnection of service without notice.

10. **DISPUTED BILLS.** Provided the Customer makes a request for a refund within six (6) months of the date of alleged over-billing, a refund of charges for over-billing by ECFiber will be made for the full amount of excess charges when such amount can be determined; when the period during which over-billing occurred cannot be fixed or the exact amount of over-billing cannot be determined from the available records, the maximum refund will not exceed the estimated amount equal to such over-billing for a three (3) year period.

11. **DEPOSITS.** Each applicant for service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit at the time of application, to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit if their service has been disconnected in the past. ECFiber shall pay interest on deposits pursuant to applicable rules and regulations.

A deposit shall not exceed the estimated charges for two months service, plus installation, and shall be returned: 1) when an application for service has been canceled prior to the establishment of service; or 2) at the end of twelve (12) consecutive months of a satisfactory credit history (i.e. no disconnections and no more than three disconnection notices); or 3) upon disconnection of service.

ECFiber shall apply the deposit against any outstanding balances due. If a credit balance exists after such application, ECFiber shall refund the balance to the Customer.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

12. **CANCELLATION BY THE CUSTOMER.** The Customer may have service canceled upon written notice to the Company. Cancellations by e-mail will be accepted as equivalent to written notice. ECFiber requires a 2-day notification prior to termination of service. The Customer shall pay for service furnished until the cancellation date.

12.1 **BUSINESS SERVICE CONTRACTS.**

Businesses that have chosen a one-year or two-year contract at time of subscription and that terminate the contract before its expiration date, shall be billed for all outstanding months of service remaining on the contract.

13. **TEMPORARY/SEASONAL SUSPENSION OF SERVICE.** – ECFiber will permit a seasonal disconnect of Internet service *once* during a calendar year. During the time of suspension the customer will be charged the \$8 ONT Rental Fee. There will be a \$35 reconnection fee upon return of service. Phone service will remain at the normal rate of \$20 plus taxes (\$23.88 total at this time).

14. **CHOICE OF LAW.** This Agreement shall be construed in accordance with, governed by, and subject to the domestic laws of the State of Vermont.

15. **COMPLAINTS.** If the Customer has any questions, comments or complaints regarding service, the Customer should contact ECFiber's Customer Service Department by telephone at 802-763-2262 between the hours of 9:00-5:00 Monday through Friday or at the address below.

ECFiber, 415 Waterman Road, Royalton, VT 05068
If the Customer is not satisfied with the manner in which the concern has been addressed after speaking with the Customer Service Department, the complaint should be submitted in writing to the General Manager at the address listed above. If after further inquiry to the General Manager at ECFiber, the Customer is still not satisfied, complaints should be submitted in writing to the Consumer Affairs and Public Information Division of the Vermont Department of Public Service at the address below.

Consumer Affairs and Public Information Division
Vermont Department of Public Service
112 State Street, Drawer 20 Montpelier,
VT 05620-2601

16. **EQUIPMENT AND WIRING**

16.1 **General:** Except for the inside wiring, which is considered the Customer's property regardless of who installed it, the equipment installed by ECFiber or provided to the Customer by ECFiber, including Network Interface Device (NID), Optical Network Terminal (ONT), and Uninterruptable Power Supply (UPS), belongs to ECFiber.

ECFiber may supply new or reconditioned equipment to the Customer. The Customer may not sell or give away ECFiber's equipment, and it must be used only in the Customer's home or business. If the Customer ceases to be an ECFiber customer, the Customer is responsible for returning said equipment to ECFiber or its designee. If the Customer moves, ECFiber's equipment shall not be left in

the vacant home or with anyone else, except upon prior agreement with ECFiber. ECFiber's equipment must be returned in working order, normal wear and tear excepted. IF THE CUSTOMER FAILS TO RETURN EQUIPMENT IN A MANNER AS STATED ABOVE, CUSTOMER WILL BE CHARGED FOR THE COST OF REPLACING THE EQUIPMENT INVOLVED.

16.2 The Customer is responsible for preventing the loss of or damage to ECFiber's equipment within the home. The Customer will be directly responsible for repair, replacement and other costs, damages, fees and charges if the equipment is not returned in an undamaged condition.

16.3 ECFiber takes no responsibility for problems with the operation of the Customer's computer, router (wireless or otherwise), fax-machine, telephone sets and other Customer-owned equipment attached to ECFiber's network. ECFiber does not service equipment not owned by ECFiber, even if it is attached to ECFiber's equipment.

The Customer may not attach any unauthorized device to ECFiber's equipment. If the Customer makes any unauthorized connection or modification to the equipment or any other part of ECFiber's network or equipment, the Customer will be in breach of this Agreement, and ECFiber may terminate service and recover such damages, as provided by applicable law that may arise as a result of the breach.

None of the equipment supplied by ECFiber, nor any of ECFiber's fiber-optic cable placed outside or inside the home or property in connection with the installation of the equipment and service, shall be deemed fixtures or in any way part of the Customer's real property. The equipment supplied by ECFiber (other than telephone or Ethernet wiring) may be removed, at our option, at any time during or following the termination of the Customer's service, and the Customer shall allow ECFiber access to the home for such purposes.

16.4 Inside Wiring: ECFiber may install fiber-optic wiring within the house – this remains the property of ECFiber and ECFiber will continue to maintain this wiring. ECFiber or the Customer may also install other inside wiring, such as additional Ethernet or telephone wiring and outlets. Regardless of who does the work, the internal wiring within Customer's home must not interfere with the normal operations of ECFiber's service to the Customer and will remain the property of the Customer.

ECFiber may repair and maintain the pre-existing inside Ethernet and telephone wiring for an additional hourly or flat fee. Unless agreed upon by ECFiber and the Customer in writing, the Customer will continue to be responsible for the maintenance of the inside wire. For Customers renting their home, the inside wire maintenance may not be the Customer's responsibility. The Customer should contact the landlord or building manager to determine responsibility.

17. CHANGES IN SERVICES, CHANGES IN TERMS OR CONDITIONS.

ECFiber will distribute this agreement annually via email (to customer's that have supplied their email to ECFiber and will notify the Customer of any material change in this Agreement or services, or an increase in charges prior to the billing period in which the changes would go into effect. Notification of the change in charges may be in the form of a bill insert or email alert. Notification may also be posted to our website at www.ecfiber.net. Payment of charges or

continued use of services after Customer receives notice will constitute agreement to the changes.

18. LIMITED WARRANTY. ECFiber warrants that the services will function substantially in accordance with the service descriptions. If the services fail to function in this manner and the failure is not due to: (a) the fault of Customer, or Customer's agents or (b) a contingency identified in Paragraph 19 of this Agreement, then ECFiber, at our expense, will repair the services so that they function substantially in accordance with the service descriptions.

THIS LIMITED WARRANTY IS EXCLUSIVE AND INSTEAD OF ALL OTHER WARRANTIES FOR SERVICES PROVIDED BY ECFIBER, WHETHER EXPRESS, IMPLIED, WRITTEN OR ORAL, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

19. LIMITATIONS OF LIABILITY. The Company's liability for damages arising out of any failure of service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

Except as expressly required by applicable law, ECFiber will not be liable for delays, damages, or failures in performance due to ECFiber's routine maintenance and testing of the services that ECFiber provides to the Customer, or to causes beyond ECFiber's reasonable control, including, but not limited to acts of a governmental body, civil commotion, acts of God, acts of third parties, fires, floods, strikes or other labor disputes, or inability to obtain necessary equipment or services.

ECFiber is not liable for any act or omission of any entity, other than the employees or agents of ECFiber, its furnishing facilities or services connected with or provided in conjunction with ECFiber's services.

The Customer agrees that all information provided on the Services, the Services themselves, and any Equipment, is provided "AS IS" and on an "AS AVAILABLE" basis.

The Customer indemnifies and holds ECFiber harmless: against claims for libel, slander or infringement of copyright from material transmitted over its facilities; against claims for infringement of patents arising from, combining with, or using in connection with facilities of ECFiber, apparatus and systems of the customer; against all other claims arising out of any act or omission of the customer in connection with facilities provided by ECFiber; and against any and all losses from damage to the Customer's facilities or equipment attached or connected to facilities furnished by ECFiber.

ECFiber disclaims any and all warranties, whether expressed or implied, including, but not limited to, the implied warranty of merchantability, fitness for a particular purpose, or any warranty that the services or any associated software of network transport will be uninterrupted or error free. In no event shall ECFiber be liable for any indirect, special consequential or incidental damages, including without limitation, lost profits or loss or damage to data arising out of the use, partial use or inability to use the services, even if ECFiber has been advised of the possibility of such damages.

ECFiber's entire liability and the Customer's exclusive remedy under this Agreement, for any claim, whether in contract (including breach of warranty), or in tort (including negligence), shall be limited to the total amount paid by the

Customer to ECFiber for those services upon which the liability is based.

When, in the judgment of ECFiber, the continued provision of service becomes unsafe, or where federal, state or local regulations place operational restriction(s) upon ECFiber because of unsafe or hazardous situations, or other unusual conditions including strikes or lockouts; service as provided in the Tariff may be temporarily suspended by ECFiber.

ECFiber reserves the right to temporarily suspend service when repair, modification or improvement to the system is necessary.

ECFiber is not liable for any defacement or damage to the Customer's premises resulting from the existence of ECFiber's instruments, apparatus and associated wiring thereon, or from the installation or removal thereof, when such defacement or damage is not the result of negligence on the part of ECFiber.

The Customer's facilities and equipment shall conform to all applicable laws, regulations or ordinances, as may be effective and the conditions of this Tariff. ECFiber does not express, imply or warrant the adequacy, safety or other characteristics of the Customer owned or operated equipment by virtue of any inspection or rejection of facilities. ECFiber shall not be held liable in any way for Customer owned and maintained equipment, which causes or may cause a hazardous, unsafe or dangerous condition, or threatens the health of others, even if ECFiber inspected such facilities.

18. **LIABILITIES OF THE CUSTOMER.** The Customer shall indemnify, defend and hold harmless ECFiber (including the costs of litigation and reasonable attorney's fees) against:

(i) Claims for libel, slander, invasion of privacy, infringement of copyright or patents or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over ECFiber's services, facilities, or equipment; and

(ii) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or customers, in connection with any service or facilities or equipment provided by ECFiber.

20. **ASSIGNMENT.** Without the Customer's consent, ECFiber may assign all or part of this Agreement including ECFiber's rights to receive monies under this Agreement. The Customer shall not assign, subcontract, sublet or transfer this Agreement, in whole or in part, without ECFiber's written consent. Any assignment, subletting, transfer, or subcontracting in violation of this paragraph shall be void.

21. **SEVERABILITY.** If any of the terms or conditions in this Agreement is held to be invalid or unenforceable by a government body of competent jurisdiction, the holding shall not affect any other term or condition of this Agreement, and the Agreement shall be construed as if it did not contain the invalid or unenforceable term or condition.

22. **ENTIRE AGREEMENT.** This Agreement supersedes all prior representations, understandings, or agreements on the subject matter of this Agreement. This

Agreement may not be modified or waived except as described in this Agreement. With respect to all matters arising under this Agreement, this Agreement is a contract between the Customer and ECFiber.

ACCEPTABLE USE POLICY FOR INTERNET

1. **INTRODUCTION:** ECFiber's Acceptable Use Policy ("AUP") is intended to help enhance the use of the Internet by preventing unacceptable use. All users of ECFiber's Internet service ("Service")-those who access our Service but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Service ("Subscribers" or "Customers")-must comply with this AUP. Visitors are deemed to be temporary, intermittent users of a Subscriber's Internet Service.

2. The Subscriber is responsible for any misuse of the Service, even if the misuse was by a Visitor, friend, family member, or guest with access to the Subscriber's Service account. Therefore, the Subscriber must take steps to ensure that others do not use the Subscriber account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of any Service logins and passwords. In all cases, the Subscriber is solely responsible for the security of any device they choose to connect to the Service, including any data stored or shared on that device. Business Subscribers who establish Wi-Fi access for Visitors to their premises must do so with explicit permission of ECFiber. Such subscribers are required to have their Wi-Fi access password protected and to be judicious in making that available to Visitors. ECFiber recommends sharing this Acceptable Use Policy with Wi-Fi users.

ECFiber supports the free flow of information and ideas over the Internet and does not actively monitor use of the Service under normal circumstances. Similarly, ECFiber does not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessed over or through the Service, except for certain proprietary websites.

However, in ECFiber's effort to promote good citizenship within the Internet community, ECFiber will respond appropriately if it becomes aware of inappropriate use of our Service. Although ECFiber has no obligation to monitor the Service and/or the network, ECFiber reserves the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of the AUP; and/or to protect the network, the Service and ECFiber users.

ECFiber prefers to first advise the Subscriber of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way that ECFiber, in its sole discretion, believes violates this AUP, ECFiber may take any responsive actions it deems appropriate. These actions include, but are not limited to, suspension or termination of the Subscriber account, and billing the Subscriber for administrative costs and/or reactivation charges.

Neither ECFiber nor its affiliates, or agents will have any liability for any of these responsive actions. These actions are not ECFiber's exclusive remedies and ECFiber may take any other legal or technical action it deems appropriate. ECFiber reserves the right to investigate suspected violations of this AUP, including the gathering of information from the Subscriber or Subscribers involved and the

complaining party, if any, and examination of material on ECFiber's servers and network. The Subscriber expressly authorizes ECFiber to cooperate 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. This cooperation may include ECFiber providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information. This AUP should be read in conjunction with our Internet Service Agreement and other policies. The Subscriber agrees to indemnify, defend and hold harmless ECFiber and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from the Subscriber's engaging in any of the prohibited activities listed in this AUP or resulting from the Subscriber's violation of the AUP or of any other posted ECFiber policy related to the Service. The Subscriber indemnification will survive any termination of the Subscriber Agreement.

3. VIOLATIONS OF ECFIBER'S ACCEPTABLE USE POLICY -

The following constitute violations of this AUP:

- a. **ILLEGAL USE** - Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- b. **HARM TO MINORS** - Using the Services to harm, or attempt to harm, minors in any way.
- c. **THREATS** - Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. **HARRASSMENT** - Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- e. **FRAUDULENT ACTIVITY** - Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam.
- f. **FORGERY OR IMPERSONATION** - Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers in news postings in order to avoid spam email address collectors is allowed.
- g. **UNSOLICITED COMMERCIAL EMAIL / UNSOLICITED BULK EMAIL** - Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature are prohibited.
- h. **UNAUTHORIZED ACCESS** - Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of ECFiber's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- i. **COPYRIGHT OR TRADEMARK INFRINGEMENT** - Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of

any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

- j. **RESELLING SERVICE** - Reselling the Services without ECFiber's authorization.
- k. **NETWORK DISRUPTIONS AND UNFRIENDLY ACTIVITY** - Using the Services for any activity that adversely affects the ability of other people or systems to use ECFiber Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Subscriber's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.
- l. **NEWS** - ECFiber Subscribers should use their best judgment when posting to any news group. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. Usenet can be a valuable resource if used properly. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most news groups, especially regional groups not specifically named for such. The presence of such articles in a group is not indicative of the group's "intended" use. Subscribers should familiarize themselves with basic Usenet etiquette before posting to a newsgroup.
- m. **HIGH VOLUME USE** - Using a personal or residential account for high volume or commercial use is prohibited. Sharing a single account amongst many permanent occupiers of multi-unit locations is a violation of this policy.

4. REVISIONS TO THIS ACCEPTABLE USE POLICY
ECFiber reserves the right to revise, amend, or modify this AUP, our Subscriber Agreement and our other policies and Agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted at www.ecfiber.net.

Agreed and accepted:

Signed

Print Name

_____ Date