



## ACCEPTABLE USE POLICY (AUP)

### Contents

- I. Introduction
- II. Violation of this Acceptable Use Policy
- III. Prohibited Uses and Activities
- IV. Customer Conduct
- V. Network Management
- VI. Contact Information

### ACCEPTABLE USE POLICY

This document Forked Deer Connect, LLC's (FDC) Acceptable Use Policy ("AUP"), governs the use of internet and related services provided by Forked Deer Connect, LLC (FDC). All contractual terms also apply. This AUP supersedes all previous releases of this document.

#### **I. INTRODUCTION**

In this AUP, "Service(s)" refers to any Internet or related service you receive from Forked Deer Connect, LLC (FDC), or its affiliates including but not limited to High Speed Internet Access, Dedicated Internet access, or Managed Service. **By using any Service you (Customer) agree to abide by and be bound by the terms and conditions of this AUP.** This AUP may be revised by Forked Deer Connect, LLC (FDC), at any time by posting on our website. Continued use of services by you (customer) following posting of AUP updates shall constitute acceptance of any changed or additional terms.

## II. VIOLATION OF THIS ACCEPTABLE USE POLICY

Violation of this AUP may result in Forked Deer Connect, LLC (FDC). taking actions ranging from a warning to a suspension of privileges or termination of Service(s). Forked Deer Connect, LLC (FDC) may, but is under no obligation to: (i) provide you (customer) with advance notice of an AUP violation, via e-mail or otherwise, and (ii) request that such violation be immediately corrected prior to taking action. Forked Deer Connect, LLC (FDC) is committed to working with lawful authorities to reduce robocalling, call spoofing, and all other types of fraudulent spam. Forked Deer Connect, LLC (FDC) reserves the right to act immediately and without notice to suspend or terminate Service(s) in response to a court order or other legal requirement that certain conduct be stopped or when Forked Deer Connect, LLC (FDC) determines, in its sole discretion that the conduct may:

- Expose Forked Deer Connect, LLC.(FDC) to sanctions, prosecution or civil action;
- Cause harm to or interfere with the integrity or normal operations of Forked Deer Connect, LLC's (FDC) networks or facilities;
- Interfere with another person's use of Forked Deer Connect, LLC (FDC). Service(s) or the Internet;
- Damage or disparage the reputation of Forked Deer Connect, LLC (FDC). or its service(s); or
- Otherwise present a risk of harm to Forked Deer Connect, LLC (FDC). or Forked Deer Connect, LLC (FDC)'s customers or their employees, officers, directors, agents, or other representatives.

Forked Deer Connect, LLC. (FDC) (i) may refer potential violations of laws to the proper authorities, (ii) may cooperate in the investigation of any suspected criminal or civil wrong, and (iii) will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. Forked Deer Connect, LLC (FDC). assumes no obligation to inform you (customer) that your information has been provided to law enforcement authorities and, in some cases, may be prohibited by law from providing such notice. Forked Deer Connect, LLC (FDC). shall not be liable for any damages of any nature suffered by you (customer) or any other customer, user, or third party resulting in whole or in part from Forked Deer Connect, LLC. exercise of its rights under this AUP.

### **III. PROHIBITED USES AND ACTIVITIES**

#### **General Use Policy**

You (customer) are responsible for complying with the AUP. You (customer) are also responsible for the actions of others who may be using the Service(s) under your account. You must respond in a timely manner to complaints concerning the Service(s). If Forked Deer Connect, LLC (FDC). is alerted to or otherwise becomes aware of violations or potential violations of this AUP, Forked Deer Connect, LLC (FDC). will take whatever measures it deems necessary and appropriate to stop or prevent those violations.

#### **Abuse of e-mail; Spamming**

Mass e-mailing and "mail-bombing" (sending mass e-mail or deliberately sending excessively large attachments to one recipient) are prohibited. Business-class accounts may have different volume limitations and usage will be judged by type of account and the use. Forging e-mail headers (transmission information) is prohibited. Using another computer, without authorization, to send e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin is prohibited. Use of e-mail to harass or intimidate other users is prohibited.

Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating e-mail, is a violation of this AUP and Forked Deer Connect, LLC (FDC). reserves the right to seek damages and other available relief against you and/or any third parties as applicable. For purposes of this AUP, such violations are determined by Forked Deer Connect, LLC (FDC). in its sole discretion.

#### **No Resale/Sharing of Services**

You (customer) are prohibited from reselling the Service(s) or otherwise making the Service(s) available to third parties (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by your Business Services Agreement.

For residential accounts, you (customer) agree that you will not make the Services available to anyone other than your family and household guests. For business accounts, except as provided in an

applicable Business Services Agreement, you agree that you (customer) will not make the Service available to anyone other than your business or your business' authorized employees.

### **ROBOCALL Mitigation Prohibitive Terms and Conditions**

Forked Deer Connect, LLC (FDC), Robocall Mitigation Plan requires Forked Deer Connect, LLC (FDC) to comply with Federal law and regulations. Users of our services will be required to timely cooperate with any investigations, including Call Trace Back investigations, into suspected illegal uses of Company services. We will specifically prohibit the following activities which may be complicit in illegal calling schemes:

- continuous or extensive chat line or conference call participation,
- use of free conference calling or similar services that Company in its sole discretion deems to participate in traffic stimulation practices or schemes that result in excessive charges;
- use of an open telephone line as a monitoring, intercom or similar service;
- repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints;
- long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24 hour period) and/or calls placed to specific numbers / destinations for the purpose of generating charges or fees for or with a third party;
- use of call Services which do not consist of uninterrupted live human voice dialog by and between natural human beings;
- restricting or inhibiting any other User or any other person from using and enjoying the Services and/or the Internet;
- engaging in any of the foregoing activities by using the services of another provider or third party and channeling such activities through an account provided by Company, or otherwise involving the Services or any Company account in any way with or without another provider or third party for the purpose of facilitating the foregoing activities; or
- utilizing robocalling, autodialing, predictive-dialing or other software or technologies for illegal means.

## **IV. CUSTOMER CONDUCT**

### **Facilitating a Violation of this AUP**

You (customer) are prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights, and pirate software.

### **Illegal Activity; Tortious Conduct**

Any use of the Service(s) to violate any local, state, or federal law or regulation also violates this AUP. Prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive, or obscene materials.
- Using the Services to deliver spyware, or secretly or deceptively obtain the personal information of third parties (*e.g.*, phishing);
- Intentionally spreading computer viruses;
- Exporting software or technical information in violation of U.S. export control laws;
- Gaining unauthorized access to private networks;
- Engaging in the transmission of pirated software;
- Unauthorized copying, distribution or display of copyrighted material;
- Conducting or participating in illegal gambling;
- Soliciting for illegal pyramid schemes through e-mail or USENET postings;
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the Services;
- Threatening, harassing, abusing, or intimidating others;
- Engaging in activity, illegal or not, that Forked Deer Connect, LLC (FDC) determines in its sole discretion to be harmful to its subscribers, operations, or networks;
- Making fraudulent offers of products, items or services; or
- Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of Forked Deer Connect, LLC (FDC).

### **Third Party Rules**

You may have access through the Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, social networking sites or other services that promulgate rules, guidelines or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP. Forked Deer Connect, LLC (FDC). reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

### **V. NETWORK MANAGEMENT**

As permitted by law, Forked Deer Connect, LLC (FDC). may establish appropriate limitations on bandwidth, data storage, or other aspects of the Service by amending this AUP. Subscribers must comply with all such limitations prescribed by Forked Deer Connect, LLC (FDC).

#### **Network Security**

It is your (customers) responsibility to ensure the security of your network and the equipment that connects to the Services. You (customer) are required to take all necessary steps to secure and manage the use of the Service(s) in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability.

Failing to secure your system against abuse or fraudulent activity is a violation of this AUP. You (customer) are responsible for configuring and securing your network and the Service(s) to prevent unauthorized access to your systems and/or the Forked Deer Connect, LLC (FDC) network. You (customer) are also responsible for any fraudulent activity that may occur due to your failure to secure your network and the Service(s). You (customer) will be responsible if unknown third parties utilize the Services at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior or engaging in any type of fraudulent conduct. You (customer) may not, through action or inaction (e.g. failure to secure your network), allow others to use your network for illegal, fraudulent or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines.

## **Responsibility for Content**

You (customer) are responsible for any content you offer or receive through the Service.

## **Password Security**

If applicable, your password provides access to your individual account. It is your responsibility to keep your password secure. You (customer) are responsible for any and all access to or use of the Service(s) through your account. Attempting to obtain another user's account password is prohibited.

## **VI. CONTACT INFORMATION**

### **Contact for Reporting Abuse**

Any party seeking to report a violation of this AUP may contact us via e-mail at [copyright@forkeddeerconnect](mailto:copyright@forkeddeerconnect)

### **Contact for Copyright Infringement**

Forked Deer Connect, LLC (FDC). complies with the Online Copyright Infringement Liability Limitation Act of 1998. 17 USC 512 (“Act”). As required by the Act, we have a policy that reserves our right to terminate services to subscribers who repeatedly infringe copyrights. If we receive a determination that any subscriber or account holder has infringed another’s copyright through the use of our system or network, we reserve the right to terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber. Forked Deer Connect, LLC (FDC). accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

Contact: DMCA Agent

Mail: Forked Deer Connect, LLC. ATTN: Copyright Claims, 1135 N Church St Halls, TN 38040

Email: [copyright@forkeddeerconnect.com](mailto:copyright@forkeddeerconnect.com)