

MWFN SERVICES, LLC

ACCEPTABLE USE POLICY

UPDATED: 8/1/23

This Acceptable Use Policy (“AUP”) sets forth rules for responsible use of the Internet access services provided to you (“you” or “Subscriber”) by MWFN Services, LLC (“MWFN Services”), and basic guidance for participation in the Internet community. This AUP constitutes part of the Terms of Service. By using the Services (as defined in the Residential Services Subscriber Agreement), you agree to be bound by the terms of this Acceptable Use Policy. MWFN Services may suspend or terminate Service to any Subscriber who violates these rules, as determined by MWFN Services in its sole discretion.

1. **Illegal Use.** You agree not to use the Services for or in the pursuit of illegal purposes. MWFN Services cooperates with local, state and federal authorities in investigations into illegal Internet use. MWFN Services may pursue criminal or civil legal action against users who are determined to be using the Services in an unlawful way.
2. **Harassment.** You agree not to use the Services for harassment, threats, verbal abuse, and persistent unwanted contact of any kind. Harassment covers any use of the Services to directly or indirectly contact any other user (including users of another Internet service) in an unwanted fashion. Harassment can be active, in forms such as unwanted email, chat messages, or verbal declarations on a public forum, or can be passive in the form of harassing or defamatory information posted on web sites.
3. **Disruption/Hacking.** You agree not to make any attempt to disrupt or attack MWFN Services systems or Services provided by MWFN Services, its subsidiaries or affiliates, or any third party. This includes any deliberate attempt to interfere with another user's ability to take advantage of services offered online. This also includes any effort to secure access to hardware and services without the consent of the provider for those services. Hackers will be subject to criminal prosecution to the full extent of the law, and MWFN Services reserves the right to seek damages or other legal recourse against users who abuse, attack, or hack MWFN Services systems, servers, or Services.
4. **Fraud/False Advertising.** You agree not to post or transmit fraudulent information on or through the Services. This can include false advertising, identity theft, or misrepresentation of any kind including phishing, forged email headers or fictitious email addresses.
5. **Unsolicited Advertising/Spamming.** You agree not to post or mass transmit any unsolicited material through any active medium such as email, chat, messaging, or any other medium, without limitation. MWFN Services does not tolerate unsolicited mass emailing (Spamming) of any kind, and the use of any of MWFN Services for this purpose is strictly prohibited. To assist MWFN Services in preventing Spamming, MWFN Services may limit the number of recipients allowed per email and/or limit the number of emails you can send over a short period of time. You further agree not to collect or harvest account information without the express consent of those from whom you collect the information.

6. Infringement of Intellectual Property.

a. MWFN Services respects the intellectual property rights of others, and expects Subscribers to do the same. You shall not use, or allow others to use, the Service to send or receive, or otherwise use any information that infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This may include, but is not limited to, illegal downloading or uploading of digitized music, movies, photographs or other copyrighted materials or software. You must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. You represent and warrant that you are and will be the author and copyright owner and/or an authorized licensee with respect to any hosted content, and you further represent and warrant that no hosted content violates or will violate the trademark, copyright, domain name or intellectual property rights of any third party. If MWFN Services has a reasonable belief, in its sole judgment, that a Subscriber has infringed the intellectual property rights of others, MWFN Services may take any action it deems appropriate, which may include, without limitation, notifying the Subscriber of a suspected violation, and suspending or terminating a Subscriber's account. These actions are in addition to any and all other remedies that MWFN Services may have against Subscriber under the law.

b. MWFN Services is a registered online service provider under the Digital Millennium Copyright Act of 1998 (DMCA). Under the DMCA, copyright owners have the right to notify MWFN if they believe that a Subscriber has infringed the copyright owner's work(s). If MWFN Services receives a qualifying notice from a copyright owner alleging that Subscriber has committed copyright infringement, MWFN Services will notify Subscriber of the alleged infringement via email, hard mail, text or via phone call. MWFN Services may determine that Subscriber is a repeat copyright infringer if MWFN Services learns that Subscriber has engaged in online copyright infringement on more than one occasion. MWFN Services reserves the right to suspend or terminate the accounts of repeat copyright infringers.