

Acceptable Use Policy

1 **IMPORTANT NOTE:** MooseBytes may revise this Acceptable Use Policy
2 (the "Policy") from time to time by posting a new version of this
3 document on the MooseBytes Web site at
4 <http://www.MooseBytes.net> (or any successor URL(s)). Such
5 modifications will be effective when posted. Any use of the Service
6 after the posting of any change to the terms of this Policy constitutes
7 acceptance of the change. Accordingly, customers and users of the
8 MooseBytes High-Speed Internet Service should regularly visit our
9 web site and review this Policy to ensure that their activities conform
10 to the most recent version. In the event of a conflict between any
11 subscriber or customer agreement and this Policy, the terms of this
12 Policy will govern. Questions regarding this Policy and complaints of
13 violations of it by MooseBytes customers and users can be directed to
14 support@MooseBytes.net

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16 It is MooseBytes's intent to provide our customers with the best
17 wireless Internet service possible. In order to accomplish this task, we have
18 adopted this Acceptable Use Policy (the "AUP" or "Policy"). This Policy
19 outlines acceptable use of the MooseBytes High-Speed Internet service (the
20 "Service"), as well as permissible and prohibited conduct for using the
21 Service to access the Internet. This Policy, including its customer use
22 restrictions, is in addition to the restrictions contained in the MooseBytes
23 High-Speed Internet Connectivity Agreement (the "Subscriber contract").

24 It is the responsibility of all MooseBytes High-Speed Internet
25 customers and all others who have access to MooseBytes's network
26 (hereinafter "Service Customers" to comply with this AUP and all MooseBytes
27 policies. As a Service customer, it is your responsibility to secure your
28 computer equipment so that it is not subject to external threats such as
29 viruses, spam, and other methods of intrusion. Failure to comply with these
30 or any other MooseBytes policies could result in the suspension or
31 termination of your Service. If you do not agree to comply with all of these
32 policies including the AUP, you must immediately stop use of the Service and
33 notify MooseBytes so that your account may be closed.

34 **Note:** MooseBytes reserves the right to immediately terminate the Service
35 and the Subscriber Agreement if you engage in any of the prohibited

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36 activities listed in this AUP or if you use the MooseBytes Equipment or
37 Service in a way which is contrary to any MooseBytes policies or any of
38 MooseBytes's suppliers' policies. You must also strictly adhere to any policy
39 set forth by another service provider accessed through the Service.

40 **PROHIBITED USES AND ACTIVITIES**

41 By contracting for services from MooseBytes, Service Customers agree to
42 refrain from using the Service, Customer Equipment or MooseBytes
43 Equipment for any prohibited use and/or activity. Prohibited uses and
44 activities include, but are not limited to, using the Service, Customer
45 Equipment, or MooseBytes Equipment to:

- 46 i. undertake or accomplish any unlawful purpose or in a manner that
47 violates any local, state, federal, or international law, order or
48 regulation. This includes, but is not limited to, posting, storing,
49 transmitting or disseminating information, data or material which is
50 libelous, obscene, illegal, threatening, defamatory, excessively
51 violent, invasive of privacy, or which infringes the intellectual
52 property rights of any person or entity, or which in any way
53 constitutes or encourages conduct that would constitute a criminal
54 offense, give rise to civil liability, or otherwise violate any local,
55 state, federal or international law, order or regulation;
- 56 ii. upload, download, post, store, send, transmit, distribute, publish,
57 or disseminate any information, data, image, text or other material
58 which a reasonable person could deem to be objectionable,
59 offensive, abusive, inflammatory, indecent, pornographic,
60 harassing, threatening, embarrassing, distressing, vulgar, hateful,
61 racially or ethnically offensive, or otherwise inappropriate,
62 regardless of whether this material or its dissemination is unlawful;
- 63 iii. upload, post, publish, transmit, reproduce, create derivative works
64 of, or distribute in any way information, software or other material
65 obtained through the Service or otherwise that is protected by

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- 66 copyright or other proprietary right, without obtaining permission
67 of the owner;
- 68 iv. collect, or attempt to collect, personal information, e-mail
69 addresses, screen names, or other identifiers of third parties
70 without their consent;
- 71 v. access any other person's or entity's computer or computer
72 system, software, or data without their knowledge and consent;
73 breach the security of another user; or attempt to circumvent the
74 user authentication or security of any host, network, or account;
- 75 vi. use or distribute tools designed or used for compromising security,
76 such as password guessing programs, decoders, password
77 gatherers, unauthorized keystroke loggers, analyzers, cracking
78 tools, packet sniffers, encryption circumvention devices, or Trojan
79 Horse programs. Network probing or port scanning tools are only
80 permitted when used in conjunction with the user's private
81 network, or if explicitly authorized by the destination host and/or
82 network. Unauthorized port scanning, for any reason, is strictly
83 prohibited;
- 84 vii. distribute programs that remove locks or time-outs built into
85 software (cracks);
- 86 viii. transmit unsolicited bulk or commercial messages or "spam" or
87 collect responses from unsolicited e-mail. This includes, but is not
88 limited to, unsolicited advertising, promotional materials or other
89 solicitation material, bulk mailing of commercial advertising, chain
90 mail, informational announcements, charity requests, and petitions
91 for signatures;
- 92 ix. send numerous copies of the same or substantially similar
93 messages, empty messages, or messages which contain no
94 substantive content, or send very large messages or files to a
95 recipient that disrupts a server, account, newsgroup, or chat
96 service;

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- 97 x. restrict, inhibit, or otherwise interfere with the ability of any other
98 person, regardless of intent, purpose or knowledge, to use or enjoy
99 the Service, including, without limitation, posting or transmitting
100 any information or software which contains a worm, virus, or other
101 harmful feature, or generating levels of traffic sufficient to impede
102 others' ability to send or retrieve information;
- 103 xi. restrict, inhibit, interfere with, or otherwise disrupt or cause a
104 performance degradation, regardless of intent, purpose or
105 knowledge, to the Service or any MooseBytes (or MooseBytes
106 supplier) host, server, backbone network, node or service, or
107 otherwise cause a performance degradation to any MooseBytes (or
108 MooseBytes supplier) facilities used to deliver the Service;
- 109 xii. resell or otherwise make the Service available for use by non-
110 customers (i.e. wi-fi, or other methods of networking), in whole or
111 in part, directly or indirectly, or on a bundled or unbundled basis,
112 unless such use is specifically agreed to in writing by MooseBytes.
113 The Service is for personal and non-commercial use only and you
114 agree not to use the Service for operation as an Internet service
115 provider or for any business enterprise or purpose, or as an end-
116 point on a non-MooseBytes local area network or wide area
117 network, unless such use is specifically agreed to in writing by
118 MooseBytes;
- 119 xiii. connect multiple computers in order to set up a LAN (Local Area
120 Network) that in any manner would result in a violation of the
121 terms of this Policy or an applicable Service plan;
- 122 xiv. run programs, equipment, or servers that provide network content
123 or any other services to anyone outside of your personal LAN
124 (Local Area Network), also commonly referred to as public services
125 or servers. Examples of prohibited services and servers include,
126 but are not limited to, e-mail, Web hosting, file sharing, and proxy
127 services and servers;

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- 128 xv. service, alter, modify, or tamper with the MooseBytes Equipment
129 or Service or permit any other person to do the same who is not
130 authorized by MooseBytes;
- 131 xvi. interfere with computer networking or telecommunications service
132 to any user, host or network, including, without limitation, denial
133 of service attacks, flooding of a network, overloading a service,
134 improper seizing and abuse of operator privileges and attempts to
135 "crash" a host; and
- 136 xvii. violate the rules, regulations, or policies applicable to any network,
137 server, computer database, or Web site that you access.

138 **SECURITY**

139 You are responsible for any misuse of the Service, even if the misuse was
140 committed by a friend, family member, or guest with access to your Service
141 account. Therefore, you must take steps to ensure that others do not use
142 your account to gain unauthorized access to your Service account. In all
143 cases, you are solely responsible for the security of any device you choose to
144 connect to the Service, including any data stored or shared on that device.

145 **INAPPROPRIATE CONTENT AND TRANSMISSIONS**

146 MooseBytes reserves the right, but is not obligated, to refuse to transmit or
147 post and to remove or block any information or materials, in whole or in part,
148 that it, in its sole discretion, deems to be offensive, indecent, or otherwise
149 inappropriate, regardless of whether this material or its dissemination is
150 unlawful. Neither MooseBytes nor any of its affiliates, suppliers, or agents
151 have any obligation to monitor transmissions or postings (including, but not
152 limited to, e-mail, newsgroup, or instant message transmissions or postings
153 on personal or individual websites) made on the Service. However,
154 MooseBytes and its affiliates, suppliers, and agents have the right to monitor
155 these transmissions and postings from time to time for violations of this
156 Policy and to disclose, block, or remove them in accordance with the
157 Subscriber Agreement and any other applicable agreements and policies.

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158 **ELECTRONIC MAIL**

159 As stated above, the Service may not be used to send unsolicited bulk or
160 commercial messages and may not be used to collect responses from
161 unsolicited e-mail sent from accounts on other Internet hosts or e-mail
162 services that violate this Policy or the acceptable use policy of any other
163 Internet service provider. Moreover, unsolicited e-mail may not direct the
164 recipient to any Web site or other resource that uses the Service. Activities
165 that have the effect of facilitating unsolicited commercial e-mail or unsolicited
166 bulk e-mail, whether or not the e-mail is commercial in nature, are
167 prohibited. Forging, altering, or removing electronic mail headers is
168 prohibited. You may not reference MooseBytes or the MooseBytes network
169 (e.g. by including "Organization: MooseBytes" in the header or by using an IP
170 address that belongs to MooseBytes or the MooseBytes network) in any
171 unsolicited e-mail even if that e-mail is not sent through the MooseBytes
172 network or Service.

173 MooseBytes is not responsible for deleting or forwarding any e-mail sent to
174 the wrong e-mail address by you or by someone else trying to send e-mail to
175 you. MooseBytes is also not responsible for forwarding e-mail sent to any
176 account that has been suspended or terminated. This e-mail will be returned
177 to the sender, ignored, deleted, or stored temporarily at MooseBytes's sole
178 discretion. In the event that MooseBytes believes in its sole discretion that
179 any subscriber name, account name, or e-mail address (collectively, an
180 "identifier") on the Service may be used for, or is being used for, any
181 misleading, fraudulent, or other improper or illegal purpose, MooseBytes (i)
182 reserves the right to block access to and prevent the use of any such
183 identifier and (ii) may at any time require any customer to change his or her
184 identifier. In addition, MooseBytes may at any time reserve any identifiers on
185 the Service for MooseBytes's own purposes.

186 **INSTANT MESSAGES AND VIDEO MESSAGES**

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187 Users alone are responsible for the contents of their instant messages and
188 video messages and the consequences of any such messages. MooseBytes
189 assumes no responsibility for the timeliness, mis-delivery, deletion or failure
190 to store instant messages or video messages.

191 **THIRD PARTY RULES; USENET; NEWSGROUPS**

192 Through use of the MooseBytes services, users may access search engines,
193 subscription Web services, chat areas, bulletin boards, newsgroups, Web
194 pages, USENET, or other services that promulgate rules, guidelines or
195 agreements to govern their use. Users must adhere to any such rules
196 regulations, guidelines, or agreements.

197 **NETWORK, BANDWIDTH, DATA STORAGE AND OTHER LIMITATIONS**

198 MooseBytes may provide versions of the Service with different speeds and
199 bandwidth usage limitations, among other characteristics, subject to
200 applicable Service plans. You shall ensure that your use of the Service does
201 not restrict, inhibit, interfere with, or degrade any other user's use of the
202 Service, nor represent (in the sole judgment of MooseBytes) an overly large
203 burden on the network. The continuous uploading and/or downloading of
204 information is prohibited. Additionally, MooseBytes reserves the right to limit
205 the users ability to download streaming video during peak usage hours. In
206 addition, you shall ensure that your use of the Service does not restrict,
207 inhibit, interfere with, disrupt, degrade, or impede MooseBytes's ability to
208 deliver and provide the Service and monitor the Service, backbone, network
209 nodes, and/or other network services.

210 You further agree to comply with all MooseBytes network, bandwidth, and
211 data storage and usage limitations. You shall ensure that your bandwidth
212 consumption using the Service does not exceed the limitations that are now
213 in effect or may be established in the future. If your use of the Service
214 results in the consumption of bandwidth in excess of the applicable
215 limitations, that is a violation of this Policy. In such cases, MooseBytes may,
216 in its sole discretion, terminate or suspend your Service account or request

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217 that you subscribe to a version of the Service with higher bandwidth usage
218 limitations if you wish to continue to use the Service at higher bandwidth
219 consumption levels.

220 In addition, you may only access and use the Service with a dynamic
221 Internet Protocol ("IP") address that adheres to the dynamic host
222 configuration protocol ("DHCP"). You may not configure the Service or any
223 related equipment to access or use a static IP address or use any protocol
224 other than DHCP unless you are subject to a Service plan that expressly
225 permits otherwise.

226 **COPYRIGHT INFRINGEMENT**

227 MooseBytes is committed to complying with U.S. copyright and related laws,
228 and requires all customers and users of the Service to comply with these
229 laws. Accordingly, as noted above, you may not store any material or content
230 on, or disseminate any material or content over, the Service (or any part of
231 the Service) in any manner that constitutes an infringement of third party
232 intellectual property rights, including rights granted by U.S. copyright law.

233 **VIOLATION OF ACCEPTABLE USE POLICY**

234 MooseBytes does not routinely monitor the activity of Service accounts for
235 violation of this AUP. However, in our efforts to promote good citizenship
236 within the Internet community, we will respond appropriately if we become
237 aware of inappropriate use of our Service. Although MooseBytes has no
238 obligation to monitor the Service and/or the network, MooseBytes and its
239 suppliers reserve the right at any time to monitor bandwidth, hours and
240 types of usage, upload and download performance, transmissions, and
241 content from time to time in order to operate the Service; to identify
242 violations of this Policy; and/or to protect the network, the Service and
243 MooseBytes users.

244 MooseBytes prefers to advise customers of inappropriate behavior before
245 taking remedial action. However, if the Service is used in a way that

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246 MooseBytes or its suppliers, in their sole discretion, believe violate this AUP,
247 MooseBytes or its suppliers may take any responsive actions they deem
248 appropriate. These actions include, but are not limited to, temporary or
249 permanent removal of content, cancellation of newsgroup posts, filtering of
250 Internet transmissions, and the immediate suspension or termination of all or
251 any portion of the Service. Neither MooseBytes nor its affiliates, suppliers, or
252 agents will have any liability for any of these responsive actions. These
253 actions are not MooseBytes's exclusive remedies and MooseBytes may take
254 any other legal or technical action it deems appropriate.

255 MooseBytes reserves the right to investigate suspected violations of this AUP,
256 including the gathering of information from the user or users involved and
257 the complaining party, if any, and examination of material on MooseBytes's
258 servers and network. During an investigation, MooseBytes may suspend the
259 account or accounts involved and/or remove or block material that
260 potentially violates this Policy. You expressly authorize MooseBytes and its
261 suppliers to cooperate with (i) law enforcement authorities in the
262 investigation of suspected legal violations, and (ii) system administrators at
263 other Internet service providers or other network or computing facilities in
264 order to enforce this Policy. This cooperation may include MooseBytes
265 providing available personally identifiable information about you to law
266 enforcement or system administrators, including, but not limited to,
267 username, subscriber name, and other account information. Upon
268 termination of your account, MooseBytes is authorized to delete any files,
269 programs, data and e-mail messages associated with your account.

270 The failure of MooseBytes or its suppliers to enforce this AUP, for whatever
271 reason, shall not be construed as a waiver of any right to do so at any time.
272 You agree that if any portion of this Policy is held invalid or unenforceable,
273 that portion will be construed consistent with applicable law as nearly as
274 possible, and the remaining portions will remain in full force and effect.

275 You agree to indemnify, defend and hold harmless MooseBytes and its
276 affiliates, suppliers, and agents against all claims and expenses (including

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277 reasonable attorney fees) resulting from you engaging in any of the
278 prohibited activities listed in this AUP or resulting from your violation of the
279 AUP or of any other posted MooseBytes policy related to the Service. Your
280 indemnification will survive any termination of the Subscriber Agreement.

281 *Revised and effective: August 19, 2008*