

Acceptable Use Policy

BARConnects, LLC (dba BARC Connects) sets forth the following policy regarding internet use through our fiber network. This document, BARC Connects Acceptable Use Policy (“AUP”), governs the use of internet related services provided by BARC Connects. **All contractual terms also apply.**

In this AUP, “Service(s)” refers to any internet related service you receive from BARC Connects or its affiliates including, but not limited to High Speed Internet Access, Dedicated Internet access, Managed Service, web hosting, data center hosting, Enterprise hosting, voice services, video services or Unified Messaging. **By using any Service you agree to abide by and be bound by the terms and conditions of this AUP.** This AUP may be revised by BARC Connects at any time by posting on our website.

VIOLATION OF THIS ACCEPTABLE USE POLICY

Violation of this AUP may result in BARC Connects taking actions ranging from a warning to a suspension of privileges or termination of Services. BARC Connects may, but is under no obligation to provide you with advance notice of an AUP violation, via e-mail or otherwise, and request that such violation be immediately corrected prior to taking action. BARC Connects reserves the right to act immediately and without notice to suspend or terminate Services in response to a court order or other legal requirement that certain conduct be stopped or when BARC Connects determines, in its sole discretion that the conduct may:

- Expose BARC Connects to sanctions, prosecution or civil action;
- Cause harm to or interfere with the integrity or normal operations of BARC Connects networks or facilities;
- Interfere with another person’s use of BARC Connects services or the Internet;
- Damage or disparage the reputation of BARC Connects or its services; or
- Otherwise present a risk of harm to BARC Connects or BARC Connects customers or its employees, officers, directors, agents, or other representatives.

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

PROHIBITED USES AND ACTIVITIES

General Use Policy

You are responsible for complying with the AUP. You are also responsible for the actions of others who may be using the Services under your account. You must respond in a timely manner to complaints concerning the Services. If BARC Connects is alerted to or otherwise becomes aware of violations or potential violations of this AUP, BARC Connects 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 BARC Connects 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 BARC Connects in its sole discretion.

No Resale/Sharing of Services

Customer is prohibited from reselling the Service or otherwise making the Service 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 Service agreement.

For residential accounts, you agree that you will not make the Services available to anyone other than your family and household guests. Customer will not resell or redistribute, nor allow others to resell or redistribute, access to the Service in any manner, except as expressly provided in any contract for service. The limitation on resale or redistribution of access includes, but is not limited to, hosting applications such as the provision of e-mail, FTP, HTTP, VoIP, and Telnet access. Although resale of such services is prohibited, a business rate plan allows for the hosting of these services for the business’s own purpose (ex: employee email, basic business website for marketing).

CUSTOMER CONDUCT

Facilitating a Violation of this AUP

You 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 Services 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 BARC Connects 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 BARC Connects.

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. BARC Connects reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

NETWORK MANAGEMENT

As permitted by law, BARC Connects 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 BARC Connects.

Network Security

It is your responsibility to ensure the security of your network and the equipment that connects to the Services. You are required to take all necessary steps to secure and manage the use of the Services 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 are responsible for configuring and securing your network and the Services to prevent unauthorized access to your systems and/or the BARC Connects network. You are also responsible for any fraudulent activity that may occur due to your failure to secure your network and the Services. You 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 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 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 are responsible for any and all access to or use of the Services through your account. Attempting to obtain another user's account password is prohibited.

Web Hosting and Data Center Hosting Surveillance

BARC Connects performs routine surveillance of its networks in connection with its web hosting, data center hosting, and related services. Although BARC Connects will not, as an ordinary practice, proactively monitor your activities for violations of this AUP, there may be instances in which BARC Connects, through its routine surveillance finds violations of this AUP, and reserves the right to take whatever action it deems appropriate in its sole discretion.

VI. CONTACT INFORMATION

Contact for Reporting Abuse

Any party seeking to report a violation of this AUP may contact us via e-mail at support@barcconnects.net.

Contact for Copyright Infringement

BARC Connects complies with the Online Copyright Infringement Liability Limitation Act of 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. BARC Connects 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: **BARC Connects General Manager (DMCA Agent)**

BARC Connects

Attn: General Manager (DMCA Agent)

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