



## **ACCEPTABLE USE POLICY**

Use of OEC Fiber and related services ("Services") is subject to this Acceptable Use Policy (AUP). This policy is intended to help enhance the use of OEC Fiber Services and prevent unacceptable use. All users of OEC Fiber's Services must comply with this policy. OEC Fiber does not actively monitor, censor, or directly control any information that is stored or transmitted through the Internet. OEC Fiber does not exercise editorial control over any content or uses of the Internet except for our proprietary websites. Violation of the rules of this AUP may result in any action detailed in our Terms and Conditions for Service, including sections 13 and 19, and additionally we may suspend or terminate your Services for violating this policy. You remain solely liable for your use of OEC Fiber's Internet Service and any content that you upload, download, or transmit through it. You must exercise best efforts to ensure the security and integrity of your network or systems used to access the Internet. See our "Acceptable Use Policy" at <http://www.oecfiber.com/> for the complete acceptable use policy applicable to OEC Fiber services.

In addition to complying with our General Terms and Conditions of Service, you agree not to use or allow third parties to use the Services provided to you for any of the following purposes:

- To use any OEC Fiber equipment for anything other than its intended purpose.
- To violate or encourage the violation of the legal rights of others. (for example, this may include allowing end users to infringe or misappropriate the intellectual property rights.
- Transmitting any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations.
- Harming, or attempting to harm, minors in any way, or distributing content that exploits or may exploit minors.
- To threaten, bully or harass anyone through the Services,
- Impersonate another person (via the use of a telephone number or otherwise) or otherwise misrepresent yourself or the source of any phone call.
- For any unlawful, invasive, infringing, defamatory, or fraudulent purpose. This includes infringing on the intellectual property of others (including patent, trademark, trade secret, copyright, and other proprietary rights), and do not encourage or induce infringement of intellectual property rights.
- To intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature.
- To distribute other people's personal and confidential information, such as credit card numbers, confidential national ID numbers, or account passwords, without their permission.
- To operate servers for commercial purposes. However, personal, non-commercial use of servers that comply with this AUP is acceptable, including using virtual private networks (VPN) to access services in your home and using hardware or applications that include server capabilities for uses like multi-player gaming, video-conferencing, and home security.
- To generate or facilitate sending unsolicited bulk communication, including but not limited to commercial email and robo-calls via the Services.
- To make the Services available to anyone outside the property to which the Services are delivered, to resell the Services directly or indirectly, to create substitute or related services through the use of or access to the Services (for example, to provide Wi-Fi services to third parties outside of your residence).

- To interfere with the use of the Services or the equipment used to provide the Services by customers or other authorized users.
- Accessing, or attempting to access, the accounts of others, or to penetrate, or attempt to penetrate security measures of OEC Fiber's or another entity's or customer's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- Engaging in any activity that adversely affects the ability of other people or systems to use OEC Fiber's Service's 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, whether intentional or unintentional, is prohibited).
- To alter, disable, interfere with, or circumvent any aspect of the Services, including but not limited to security features of the Services.

Your failure to comply with the AUP may result in suspension and/or termination of the Services.

OCE Fiber may access, use and disclose information regarding your use of the Services to comply with the law; enforce or apply this Policy, Agreements or Terms and Conditions; initiate, render, bill, and collect for services; Protect OEC Fiber's rights or property and those of its customers; or protect users of the Internet Service and other carriers from fraudulent, abusive, or unlawful use of, or subscription to, such Internet Service.

OEC Fiber may take any one or more of the following actions in response to complaints:

- Issue warnings: written or verbal;
- Suspend your account;
- Terminate your account;
- Bill you for administrative costs and/or reactivation charges; and
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

### **Specific AUP in relation to OEC Fiber Phone**

In addition to complying with our General Terms and Conditions of Service, you agree not to use or allow third parties to use the Services provided to you for any of the following purposes:

- Spam and Commercial Use: Do not send or facilitate the transmission of spam, large numbers of commercial messages, or automated messages. Such activity includes, but is not limited to:
  - Sending commercial or promotional messages to a large number of users, or sending messages in bulk;
  - Sending messages via an automated process, such as a script;
  - Sending unwanted or mass solicitation;
  - Placing calls in violation of laws prohibiting unsolicited marketing calls (e.g., "do-not-call laws");
  - Selling, exchanging, or distributing to a third party the phone numbers of any person without such person's consent to such disclosure;
  - Inflating call traffic (e.g., traffic pumping, international revenue share fraud).
- Do not automate our system to place phone calls or send messages automatically.
- Do not forward to phone numbers that aren't your own or under your control.