



White Cloud Communications US, LLC, DBA: Broadlinc (“Broadlinc” or the “Company”) maintains communication services including high-speed internet access services, cable TV services, and digital phone services (collectively, the “Service”). This Acceptable Use Policy (“AUP”), along with the Company’s Terms of Service governs your access to and use of the Service. You must first read and accept this AUP before accessing or using the Service. By signing up for a Broadlinc account or accessing or using the Service, you agree to adhere to and be bound by the terms hereof in all respects. Note that the Company’s failure to enforce this AUP in any instance and for whatever reason shall not be construed as a waiver of its right to do so at any other time.

1. Rights and obligations

- 1.1. Broadlinc users are responsible for ensuring that their accounts are used in accordance with this AUP.
- 1.2. Broadlinc has the right, but not the obligation, to investigate any violation or alleged violation of this AUP, including the right to examine any information or material on the Company’s servers.
- 1.3. If the Company discovers a potential violation, it has the right, but not the obligation, to take whatever action it deems reasonably necessary or appropriate to address such circumstances. This may include suspending or terminating Service access, disclosing the user’s personal information to a third party claiming that such user violated his or her rights or to law enforcement, and taking other actions permitted by law or equity. It may also include taking legal action (including making a referral to law enforcement). YOU HEREBY WAIVE AND HOLD HARMLESS COMPANY, ALONG WITH COMPANY’S EMPLOYEES, OFFICERS, DIRECTORS, AFFILIATES, LICENSEES, AND SERVICE PROVIDERS, FROM ANY AND ALL CLAIMS RESULTING FROM, OR ARISING DIRECTLY OR INDIRECTLY OUT OF, ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES IN CONNECTION WITH INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.

2. Illegal activities

- 2.1. Broadlinc users may not use the Broadlinc Service to encourage, facilitate or engage in any illegal activities, including, without limitation:
 - a) defamation: posting or transmitting any material which is defamatory or libelous under any applicable law;
 - b) fraud: posting or transmitting any information that you know or ought to know is false, and that you intend others to rely on; posting or transmitting any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations;
 - c) intellectual property rights violation: posting or transmitting any information, software, photograph, video, graphic, music, sound and other content in violation of another person’s copyright or trademark, or other intellectual property rights or other personal rights (including privacy) of any third parties.

3. Electronic Mail

- 3.1. Broadlinc users must not use Broadlinc Service to:
 - a) send unsolicited bulk e-mail (so-called “Spam”);
 - b) send, or cause to be sent, large volumes of unsolicited e-mail to a single or multiple people or entities (so-called “E-Mail Bombing”);
 - c) repeatedly send e-mail to any person or entity who does not wish to receive it. If a recipient asks to stop receiving e-mail from a Broadlinc user, then that Broadlinc user must not send that person further e-mail; and
 - d) subscribe to any e-mail list or service on behalf of a third party without that third party’s consent.
- 3.2. Broadlinc users must not engage in any of the activities described in paragraph 3.1 from another provider’s e-mail service and use a Broadlinc account as an e-mail return address or “drop” for responses.
- 3.3. Broadlinc users must not forge, alter or remove any e-mail header.
- 3.4. Any e-mail address on domains owned by Broadlinc are property of the Company and may be terminated or re-assigned without notice.

4. 4.0 Security, Privacy and “Hacking”

The Broadlinc user is responsible for any misuse of the Service that originate from their account, even activities committed by any friend, family, co-worker, employee, guest or anyone with access to the account. Subscribers must ensure that others not gain unauthorized access to the Service.

4.1. Broadlinc users must not:

- a) disrupt or interfere, or attempt to disrupt or interfere with the normal operation of Broadlinc systems, networks, or activities in any way that adversely affects the ability of other people, or systems to use Broadlinc Service or the internet, including, but not limited to:
 - I. denial of service attacks;
 - II. flooding of networks;
 - III. attempts to overload a service; and
 - IV. attempts to cause system crashes,
- b) gain access or attempt to gain access to the private systems or data of Broadlinc, without the prior consent of the Company.

4.2. Broadlinc users must not use their Broadlinc accounts to:

- a) circumvent or attempt to circumvent security or authentication systems on any host, network hardware, or user accounts, including, but not limited to, logging into any server, account or network without authorization and electronically probing the security of any system or network; or
- b) disrupt or interfere, or attempt to disrupt or interfere with the normal operation of any system or network operated by any third party, or attempt to do so.
- c) gain access or attempt to gain access to the private systems or data of Broadlinc, or any third party without the prior consent of the Company or the third party.

5. Censorship and Adult Materials

- 5.1. Broadlinc users must not use the Service to transmit or post any information or image that may reasonably be considered obscene, defamatory, offensive, abusive, hateful, inflammatory, harassing, violent, or otherwise objectionable or prohibited under any applicable law.
- 5.2. Broadlinc assumes NO responsibility for internet content available through the Service. Broadlinc users are responsible for restricting access to sexually explicit material on the Internet.

6. Bandwidth/Network Traffic and Other Limitations

- 6.1. Users must ensure that their activity does not improperly restrict, inhibit or degrade any other user’s use of the Service, nor represent (in the sole judgment of the Company) an unusually large burden on the network itself.
- 6.2. The maximum for data transfer for each residential service package is defined by the subscribed package. Users exceeding the data transfer limits specified for their service package may be upgraded to a tier that allows for what data the user is consuming. Continued excessive of data monthly may incur usage fees at \$10 per 100GB at the Company’s sole discretion.

- 6.3. Users must ensure that their activity does not improperly restrict, disrupt, inhibit, degrade or impede the Company's ability to deliver and monitor the Service.
- 6.4. Residential users may not resell, share, or otherwise distribute the Service or any portion thereof to any third party without the written consent of the Company.
7. Updates
 - 7.1. This AUP is subject to change without notice. The current version of the AUP is always available at www.broadlinc.com/legal-policies-agreements/
8. Questions and Complaints
 - 8.1. Please direct any questions you may have regarding this AUP and complaints regarding violations of this AUP by other Broadlinc users to our customer service department. Contact information is as follows:

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150 Progress Way – OWENTON, KY 40359
Phone: 855-552-2253
email: customerservice@broadlinc.com