

CHOPTANK FIBER, LLC INTERNET SERVICES ACCEPTABLE USE POLICY

Choptank Fiber, LLC, and its affiliates, have adopted this Acceptable Use Policy (“Agreement”) to outline the acceptable use of Choptank Fiber, LLC’s Internet Service. This Agreement is in addition to any restrictions contained in the Choptank Fiber, LLC Internet Service Application Terms and Conditions. This Agreement applies to the Choptank Fiber, LLC’s services that provide or include access to the Internet, including hosting services, or are provided over the Internet.

PLEASE READ CAREFULLY BEFORE USING SERVICES BY CHOPTANK FIBER, LLC.

THIS AGREEMENT CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU AND CHOPTANK FIBER, LLC (“WE OR US”), A PROVIDER OF INTERNET, RETAIL WEB HOSTING, E-MAIL, ELECTRONIC COMMERCE, AND DOMAIN NAME SERVICES (“SERVICES”).

By using the Services, you represent and warrant to us that you are of lawful age to enter into this Agreement and that (i) you have full right, power and authority to enter into this Agreement and to perform the acts required of you hereunder; and (ii) the acceptance of this Agreement by you, and the performance by you of your obligations and duties hereunder, do not and will not violate any agreement to which you are a party or by which you are otherwise bound. By using the Services, you acknowledge that you have read and understand the terms and conditions of this Agreement and agree to be legally bound by all of the terms and conditions of this Agreement and any associated documents, the same as if you had physically signed this Agreement.

ACCEPTANCE

1. YOU AGREE TO REFRAIN FROM THE PROHIBITED CONDUCT DESCRIBED BELOW.
2. IF YOU ARE ACCEPTING ON BEHALF OF A COMPANY, YOU REPRESENT AND WARRANT TO CHOPTANK FIBER, LLC THAT YOU HAVE FULL AUTHORITY TO BIND SUCH COMPANY.
3. IF YOU DO NOT AGREE TO ABIDE BY THIS POLICY, PLEASE DO NOT USE OUR SERVICES.

RESPONSIBILITY OF USE

You shall assume all responsibility for all content distributed, accessed, or viewed while connected to our Services. Under no circumstances shall we be held liable for your actions while you are using the Services. In the event of a court order, we may provide any and all information requested, as described in the Customer Privacy Notice, which is accessible on the Choptank Fiber website.

PROHIBITED CONDUCT

You will violate this Agreement if you engage in the following examples of prohibited activities while using our Services:

1. Spamming:
 - Sending unsolicited bulk and/or commercial messages over the Internet.
 - Maintaining an open SMTP relay.
2. Facilitating a Violation of this Policy:
 - Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy, which includes the facilitation of the means to spam, initiation of pingging, flooding, mailbombing, denial of service attacks, and piracy of software.

3. Infringing Intellectual Property Rights:
 - Engaging in any activity that:
 - Infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities.
 - Violates privacy, publicity, or other personal rights of others.
4. Obscene Speech or Materials:
 - Using Choptank Fiber, LLC's Services to advertise, transmit, store, post, display, or otherwise make available child pornography or other forms of illegal pornography or obscene speech or material. Choptank Fiber, LLC shall notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through Choptank Fiber, LLC's Services.
5. Promoting Violence or Injury:
 - Advocating, promoting, or providing assistance in carrying out violence or any other unlawful activity against any persons, animals, or any governments, businesses, or other entities.
 - Describing or displaying a weapon, parts of weapons, or manuals for assembling any weapon, including but not limited to firearms, ammunition, explosives, grenades, bombs, and caustic or other dangerous substances contrary to any laws.
 - Promoting products or services that involve a significant risk of death or injury to any persons, or damage to business or other entities or property.
6. Defamatory or Abusive Language:
 - Using Choptank Fiber, LLC's Services as a means to transmit or post defamatory, harassing, abusive, or threatening language.
7. Forgoing of Headers:
 - Forgoing or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
8. Illegal or Unauthorized Access to Other Computers or Networks:
 - Accessing illegally or without authorization, computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as 'hacking').
 - Engaging in any activity that might be used as a precursor or an attempted system penetration (i.e., port scan, stealth scan, or other information gathering activity).
9. Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities:
 - Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mailbombing, or denial of service attacks.
 - Engaging in activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.
10. Export Control Violations:
 - Exporting encryption software over the Internet or otherwise, to points outside Canada or the United States.
11. Illegal Activities:

- Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

12. Gambling:

- Engaging in or promoting gambling contrary to any laws.

13. Promoting Intoxicants:

- Displaying or promoting any type(s) of intoxicant, alcoholic beverage, cigarettes or illegal substance contrary to any laws.

14. Instructing Others in Prohibited Activities:

- Providing instructions with respect to any activities listed above.

15. Other Activities:

- Engaging in any other activity, whether lawful or unlawful, that Choptank Fiber, LLC in its sole discretion determines to be harmful to customers, operations, reputation, goodwill, or customer relations.