

## **Trilight Acceptable Use Policy For Residential Broadband Internet Services**

Trilight has adopted this Acceptable Use Policy ("AUP") to outline the acceptable use of Trilight' Residential Broadband Internet Service ("Broadband Service"). This AUP is in addition to any restrictions contained in the Trilight Agreement for Residential Broadband Services (the "Subscriber Agreement") available at [www.trilight.net](http://www.trilight.net). Please refer to the Frequently Asked Questions ("FAQs") at the Trilight Website, which include explanations of how Trilight implements and applies many of the provisions contained in this AUP.

You, the customer, must comply with this AUP. Your failure to do so could result in the suspension or termination of your Broadband Service account. If you do not agree to comply with this AUP, you must immediately stop all use of the Broadband Service and notify Trilight so that it can close your account. Notification must be in the form of a phone call or in person. E-mail notification will not be accepted as a form of termination.

Trilight may revise this AUP from time to time by posting a new version on the Trilight Website. Trilight will use reasonable efforts to make customers aware of any changes to this AUP, which may include sending e-mail announcements or posting information on the Trilight Website. Revised versions of this AUP are effective immediately upon posting. Accordingly, customers of the Trilight Broadband Service should read any Trilight announcements they receive and regularly visit the Trilight Website and review this AUP to ensure that their activities conform to the most recent version. You can send questions regarding this AUP to, and report violations of it at the Trilight Website. To report illegal content on the Internet go to [www.ftc.gov](http://www.ftc.gov).

### 1. Prohibited Uses and Activities

In general, this AUP prohibits uses and activities involving the Broadband Service that are illegal, infringe upon the rights of others, or interfere with or diminish the use and enjoyment of the Broadband Service by others.

#### 1) Network and Usage Restrictions

No user of the Broadband Service, Customer Equipment, or the Trilight Equipment may, individually or in combination with another:

- I. restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Broadband Service (except for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- II. restrict, inhibit, interfere with, or otherwise disrupt performance of the Broadband Service or cause a performance degradation,
- III. regardless of intent, purpose or knowledge, to the Broadband Service or any Trilight (or Trilight supplier) host a server, backbone network, node or service, or otherwise cause a performance degradation to

any Trilight (or Trilight supplier) facilities used to deliver the Broadband Service;

- IV. resell the Broadband Service or otherwise make available to anyone outside the premises the ability to use the Broadband Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. If Customer is using a wireless router, Trilight requires that any wireless network be secure and encrypted. Any use of Broadband Service made available outside Customer's Premises or across property lines is strictly prohibited. Trilight prohibits installation and/or usage of the residential Broadband Service in any commercial business facility. The Broadband Service is for personal and non-commercial residential use only. You agree not to use the Broadband Service for operation as an Internet service provider or other business purpose (whether or not for profit);
- V. connect the Trilight Equipment to any electronic device intended for Broadband use outside of your Premises;
- VI. interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and
- VII. accessing and using the Broadband Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Broadband Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Broadband Service plan that expressly permits you to do so.

2) Conduct and Information Restrictions

No user of the Broadband Service, Customer Equipment, or the Trilight Equipment may, individually or in combination with another:

- I. avoid incurring charges for or otherwise being required to pay for usage of the Broadband Service;
- II. invade another person's privacy, stalk, harass, or otherwise violate the rights of other persons;
- III. undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or

otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;

- IV. post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
  - V. upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Broadband Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
  - VI. collect, or attempt to collect, personal information about third parties without their consent
  - VII. transmit unsolicited bulk or commercial messages commonly known as "spam;"
  - VIII. send voluminous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
  - IX. initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
  - X. participate in the collection of voluminous amounts of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
  - XI. collect responses from unsolicited bulk messages;
  - XII. falsify, alter, or remove message headers;
  - XIII. falsify references to Trilight or its network, by name or other identifier, in messages;
  - XIV. impersonate any person or entity, engage in sender address falsification, forge anyone else's
  - XV. digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
  - XVI. violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;
- 3) Technical Restrictions  
No user of the Broadband Service, Customer Equipment, or the Trilight Equipment may, individually or in combination with another:

- I. use the Internet service or facilities for web-hosting, e-mail hosting, or other unusually high-bandwidth consumption unless you have made special subscription arrangements with Trilight and the usage does not otherwise violate law or regulation;
- II. access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- III. use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- IV. copy, distribute, or sublicense any proprietary software provided in connection with the Broadband Service by Trilight or any third party, except that you may make one copy of each software program for back-up purposes only;
- V. distribute programs that make unauthorized changes to software (cracks);
- VI. use or run dedicated, stand-alone equipment or servers from the premises that provide network content or any other services to anyone outside of your premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services or other types of server applications;
- VII. use or run programs from the premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- VIII. service, alter, modify, or tamper with the Trilight Equipment or Broadband Service or permit any other person to do the same who is not authorized by Trilight;

## 2. Customer Conduct and Features of the Broadband Service

### 1) Customer Obligations

In addition to being responsible for your own compliance with this AUP, you are also responsible for any use or misuse of the Broadband Service that violates this AUP, even if it was committed by a friend, family member, or

guest with access to your Broadband Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Broadband Service by, for example, strictly maintaining the confidentiality of your Broadband Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Broadband Service, including any data stored or shared on that device. It is also your responsibility to secure the Customer Equipment and any other premises equipment or programs not provided by Trilight that connect to the Broadband Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

2) Trilight' Rights

Trilight reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this AUP, or otherwise harmful to Trilight' network or customers using the Broadband Service, regardless of whether this material or its dissemination is lawful so long as it violates this AUP. Neither Trilight nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, social media and instant message transmissions) made on the Broadband Service. However, Trilight and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this AUP and to disclose, block, or remove them in accordance with this AUP, the Subscriber Agreement, and applicable law.

3) Service Restrictions

All of Trilight' network and system services are provided according to scheduled fees for each type of service. You agree to use such services in accordance with the terms set forth below.

I. Instant, Video, and Audio Messages

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. Trilight assumes no responsibility for the timeliness, miss-delivery, deletion, or failure to store these messages. In the event that a Broadband Service account is terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well.

3. Network Management and usage restrictions

Trilight manages its network with the goal of delivering a fast, safe and uncompromised broadband Internet experience to all of its customers. But, high-speed bandwidth and network resources are not unlimited. Managing the network is essential for the promotion of best possible Broadband Internet experience by all of Trilight' customers. The company uses reasonable network management practices that are consistent with industry standards. Trilight tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network

management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

All broadband Internet service providers manage their networks. Many of them use the same or similar tools as Trilight. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this AUP, Trilight can deliver the best possible broadband Internet experience to all of its customers. Visit Trilight' website at the Trilight Website for more information.

1) Network Management

Trilight uses various tools and techniques to manage its network, deliver the Broadband Service, and ensure compliance with this AUP and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. Trilight' network management practices may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, and (iii) using other tools and techniques that Trilight may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

2) Network Usage and Restrictions

You acknowledge that all of the Trilight Internet services are intended for periodic, active use of email, user newsgroups, transfers via FTP, Internet chat, Internet games, and browsing of the Internet. You must comply with all current bandwidth, data storage, and other limitations on the Trilight Internet Services established by Trilight and Trilight' suppliers. You agree not to intentionally use the Trilight Broadband Service on a standby or inactive basis in order to maintain a connection. The excessive use or abuse of Trilight' network resources by one Customer may have a negative impact on all other Customers. Accordingly, you may not use the Trilight Broadband Service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in Trilight' sole discretion.

The Broadband Service is for personal and non-commercial residential use only. Therefore, Trilight reserves the right to suspend, terminate or reduce Broadband Service usage where data consumption is disruptive to Trilight' network or other broadband subscribers.

Common activities that may cause excessive data consumption in violation of this AUP include, but are not limited to, numerous or continuous bulk transfers of files and other high-capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups. You must also ensure that your use of the Broadband Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Broadband Service, nor represent (as determined by Trilight in its sole discretion) an overly large

burden on the network. In addition, you must ensure that your use of the Broadband Service does not limit or interfere with Trilight' ability to deliver and monitor the Broadband Service or any part of its network.

Trilight may also provide versions of the Broadband Service with different speeds and data usage limitations, among other characteristics, subject to applicable Broadband Service plans.

4. Violation of this Acceptable Use AUP

Trilight reserves the right to immediately suspend or terminate your Broadband Service account and terminate the Subscriber Agreement if you violate the terms of this AUP or the Subscriber Agreement.

Trilight does not routinely monitor the activity of individual Broadband Service accounts for violations of this AUP, except for determining aggregate data consumption in connection with the data consumption provisions of this AUP. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Broadband Service. Trilight has no obligation to monitor the Broadband Service and/or the network. However, Trilight and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Broadband Service; identify violations of this AUP; and/or protect the network, the Broadband Service and Trilight users.

Trilight prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Trilight also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Trilight' intervention. However, if the Broadband Service is used in a way that Trilight or its suppliers, in their sole discretion, believe violates this AUP, Trilight or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Broadband Service (including but not limited to newsgroups). Neither Trilight nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Trilight' exclusive remedies and Trilight may take any other legal or technical actions it deems appropriate with or without notice.

Trilight reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Trilight' servers and network. During an investigation, Trilight may suspend the account or accounts involved and/or remove or block material that potentially violates this AUP. You expressly authorize and consent to Trilight and its suppliers cooperating with (i) law enforcement authorities

in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP. Upon termination of your Broadband Service account, Trilight is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

The failure of Trilight or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. You agree to indemnify, defend and hold harmless Trilight and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this AUP. Your indemnification will survive any termination of the Subscriber Agreement.

5. Copyright and Digital Millennium Copyright Act Requirements

Trilight is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Broadband Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Broadband Service (or any part of the Broadband Service) in any manner that constitutes an infringement of third-party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Trilight' policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Broadband Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Trilight, in its sole discretion, believes is infringing these rights. Trilight may terminate the Broadband Service at any time with or without notice for any affected customer or user.