



Acceptable Use Policy

InnerCity FiberNet, LLC d/b/a Gigabit Fiber has established this Acceptable Use Policy (AUP) to advise the users of its network and services of the acceptable and prohibited uses of its network and services. Gigabit's network and services must be used only for lawful purposes and for purposes consistent with this AUP, which is a non-exclusive list of the actions prohibited by Gigabit.

1. Users are prohibited from violating any system or network security measure, including, but not limited to engaging in:
 - a. Unauthorized access or use of Gigabit's or a third party's network, data, or information, including any attempt to probe, scan or test the vulnerability of a system or network, disrupt the normal traffic of a system or network, or to breach security measures without express authorization of the owner of the secured network;
 - b. Unauthorized monitoring of Gigabit's or third party's data, systems or network traffic;
 - c. Forging of any header or any part of the header information in any e-mail or newsgroup posting, or taking any action in order to obtain services to which such user is not otherwise entitled;
 - d. Using the Services in any manner designed to avoid incurring charges or otherwise avoid being required to pay for such usage.
2. Users are prohibited from interfering with a third party's use of Gigabit's network or service, including without limitation, "mailbombing", flooding and deliberate attempts to overload a system.
3. Users are prohibited from sending unsolicited messages, including e-mail, ("spamming"), including, but not limited to:
 - a. Posting the same, similar, off-topic, or rules-violating messages to one or more social media sites or apps, forums, e-mail, mailing lists or other similar groups or lists;
 - b. Sending unsolicited messages, including commercial advertisements and informational announcements to Internet users, or any unsolicited messages that could reasonably be expected to provoke complaints;
 - c. Using messages to engage in harassment, whether through language, frequency, or content. Continuing to send someone messages after being asked to stop is considered harassment;
 - d. Sending messages with falsified or obscured metadata designed to hinder the identification or the sender of what is advertised;
 - e. Collecting replies to either
 - i. unsolicited e-mail messages or
 - ii. messages that were either sent through another provider which violate these rules or those of the other provider.
4. Users who send bulk e-mail to "opt-in" list must have a method of confirming or verifying subscriptions and be able to show evidence of subscriptions for users who complain about unsolicited e-mail. Gigabit's receipt of complaints from Internet users related to e-mails received due to users use of "opt in" list shall be a violation of this AUP.
5. Users are prohibited from creating, storing or disseminating any material
 - a. in violation of applicable law or regulation;
 - b. protected by trademark, trade secret, copyright or other intellectual property rights without proper authorization;
 - c. that is libelous, slanderous, defamatory, abusive, an invasion of privacy or otherwise illegal;
 - d. containing fraudulent offers for goods or services or any promotional materials containing false, deceptive or misleading statements, claims or representations.
6. Users are prohibited from falsifying user information provided to Gigabit or to other users in connection with use of a Gigabit service.
7. Gigabit considers the above practices to constitute abuse of its service. Engaging in one or more of these practices may result in immediate termination of a user's access to Gigabit's services. Users shall be charged an administrative fee of \$500 for each incident in violation of this AUP. A violation of this AUP by someone having only indirect access to Gigabit network through a customer, or other user, will be considered a violation by the customer, or other user, whether or not with the knowledge or consent of the customer or other user. Gigabit receives complaints directly from Internet users, through Internet organizations and through other parties.
8. Gigabit will determine the validity of credible complaints received before taking action under this AUP. Gigabit reserves the right in its sole discretion to determine whether duplicative or mass messages are "unsolicited." A complaint from the recipient, whether received directly or through an anti-spamming organization, shall be presumed to be evidence that the message was unsolicited. Gigabit will forward the complaint to the user and will identify the complaining parties.
9. The user is responsible for the use of all services utilized via its connection to Gigabit network, including any support services provided via its connection to Gigabit network. Support services include hosting Web sites, electronic mailboxes, telephony gateways, IRC servers, advertising, transmitting, or otherwise making available any software,

program, product or service. Providing support services that enable violation of this AUP or the AUP of any other Internet services provider is a violation of this AUP.

10. Nothing contained in this policy shall be construed to limit Gigabit's actions or remedies in any way with respect to any of the foregoing activities, and Gigabit reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from Gigabit service, and levying cancellation charges to cover Gigabit's costs. Gigabit will investigate violations of policy and will cooperate with law enforcement officials for suspected criminal violations. In addition, Gigabit reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.