



## **Acceptable Use Policy**

Sunrise Communications, LLC ("SRC") has, in order to provide superior customer service with a no-nonsense commitment to customer satisfaction and to insure the integrity of your use of SRC's High-Speed Internet Service ("SRCIS"), adopted this "Acceptable Use Policy" ("AUP"). Please read this AUP prior to accessing SRCIS. By accessing and using SRCIS you agree to the terms and conditions of this AUP. SRC reserves the right to immediately terminate your account, without notice and at SRC's sole discretion, if you or any others who use your account violate this AUP for any reason, at our sole discretion without prior notice.

### **1. NO ILLEGAL OR FRAUDULENT USE.**

You agree that you will not use, or allow others to use, SRCIS to violate any applicable federal, state, local or international laws. You agree that you will not use, nor allow others to use, SRCIS to commit a crime of fraud, or to plan, encourage or help others to commit a crime of fraud, including but not limited to, engaging in a pyramid scheme, a ponzi scheme or sending chain letters.

### **2. NO COMMERCIAL USE.**

SRCIS is designed for personal and family use within a single household. You agree that you will not use, nor allow other to use, SRCIS to operate any type of business or commercial enterprise or to use as an Internet Service Provider. You may set up one (1) web page per account for personal use using SRCIS, but you may not establish a web page using a server located at your home. You agree that you will not use, nor allow others to use, your home computer as a Web Server, FTP Server, file server or game server, or to run any other server applications.

### **3. NO "SPAMMING".**

You agree that you will not use, nor allow others to use, SRCIS to send unsolicited advertising (including but not limited to mass or bulk e-mail), promotional materials or other forms of solicitation ("spamming"). We reserve the right, in our sole discretion, to determine whether such posting or transmission constitutes an advertisement, promotional material or any other form of solicitation.

### **4. NO HARM TO MINORS.**

You agree that you will not use, nor allow others to use, SRCIS to harm or attempt to harm a minor, including but not limited to, using SRCIS to send pornographic obscene or profane materials.

### **5. NO COPYRIGHT OR TRADEMARK INFRINGEMENT.**

You agree that you will not use, nor allow others to use, SRCIS to send or receive any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes but is not limited to downloading or file sharing of digitized music, movies, photographs or other copyrighted materials or software.

### **6. NO SYSTEM DISRUPTION.**

You agree that you will not use, or allow others to use, SRCIS, to disrupt the SRCIS network or computer equipment by other SRC customers. You also agree that you will not use, nor allow others to use, SRCIS to disrupt other Internet Service Providers or services, including but not limited to, by e-mailing bombing, or the use of mass mailing programs.

### **7. NO "HACKING".**

You agree that you will not use, nor allow others to use, SRCIS to access the account of others or to attempt to penetrate security measures of SRCIS or other computer systems ("hacking") or to cause a disruption of service to other on-line users. You agree that you will not use, nor allow others to use, tools designed for compromising network security, such as password guessing programs, cracking tools, packet sniffers or network probing tools.

#### 8. NO THREATS OR HARASSMENT.

You agree that you will not use, nor allow others to use, SRCIS to transmit any material that threatens or encourages bodily harm to destruction of property or which harasses, abuses, defames or invades the privacy of any other person or entity.

#### 9. NO EXCESSIVE USE OF BANDWIDTH.

You agree, if we determine, at our sole discretion, that you are using an excessive amount of bandwidth, we may modify or terminate your account at any time and without notice, or require you to upgrade your service level and pay additional fees in accordance with SRC's pricing structure. Some activities that may trigger the application of the AUP are use of peer-to-peer (P2P) files sharing programs such as Napster, Kazaa, or LimeWire, extensive downloading of Usenet Newsgroups (NNTP), the use of BitTorrent applications, and streaming video from websites such as Netflix and Hulu.

#### 10. NO IMPERSONATION OR FORGERY.

You agree that you will not, nor allow others to, impersonate another user, falsify one's user name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. You agree that you will not, nor allow other to, forge any message header of any electronic transmission, originating or passing through SRCIS.

#### 11. NO ABUSE OF NEWSGROUPS.

You agree that you will not, nor allow others to, post a similar item to more than three (3) newsgroups or mailing lists. You agree that you will not, nor allow others to, post or transmit any private, third party e-mail to any newsgroup or mailing list without the explicit approval of the sender.

#### 12. NO "VIRUSES".

You agree that you will not use, nor allow others to use, SRCIS to intentionally transmit computer "viruses, worms, Trojan horses" or other harmful software programs and that you will use your best efforts to prevent the unintentional transmission of such viruses or other harmful software.

#### 13. RIGHT TO MONITOR.

You agree that SRC has any no obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmissions as well as materials available on the personal web pages and online storage features) made on the SRCIS. However, SRC have the right to monitor these transmissions and postings from time to time for violations of this policy including for purposes of management of the network and implementing limitation of bandwidth use and to disclose, block, or remove them in accordance with this AUP and any other applicable agreements and policies.

#### 14. NO WAIVER.

You agree the failure of SRC or its affiliates or agents to enforce any provision of this AUP shall not be construed as a waiver of any right to do so at any time.

#### 15. REVISIONS TO POLICY.

You agree SRC has the right to update or modify this AUP at any time upon 15 days prior notice. Notice of modifications to this AUP may be given by posting such changes to the SRC homepage (<http://www.src-mi.com>) or by electronic mail to the email address you provided to SRC (and hereby agree to provide SRC with updates as to email address changes or preferences), or by conventional USPS.