

## GhostFiber® Acceptable Use Policy

Blue Sky Satellite & Theater Services LLC, dba Blue Sky Satellite, dba GhostFiber provides a variety of Internet Services (GhostFiber®) to both residential and business customers (the Customer). Below, you will find the terms and conditions that you agree to by subscribing to GhostFiber® High Speed Internet.

Blue Sky Satellite may modify this Acceptable Use Policy at any time without notifying its users. For this reason, GhostFiber® users should consult the website ([www.Ghostfiber.com](http://www.Ghostfiber.com)) regularly to ensure that their actions are in compliance with the most recent version of the Acceptable Use Policy. In the event of any conflict between this Acceptable Use Policy and the GhostFiber® Terms and Conditions of Use, this Acceptable Use Policy will govern.

You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law and nearly as possible, and the remaining portions will continue in full force and effect.

If you do not agree to abide by this acceptable use policy, please notify Blue Sky Satellite Customer Service immediately by calling 972-464-1825, or contact your local authorized sales agent to cancel your subscription.

### 1.0 Introduction

- 1.1 This Acceptable Use Policy is designed to foster an online environment of mutual respect in which everyone is able to enjoy the benefits of GhostFiber®. We believe that the restrictions set out in this Acceptable Use Policy represents a fair balance between the freedom of the individual and the need for some basic rules to ensure that GhostFiber® Internet access is not used in an abusive or illegal way.
- 1.2 GhostFiber® users are responsible for ensuring that their accounts are used in accordance with this Acceptable Use Policy. If Blue Sky Satellite has reason to suspect that a subscriber, or anyone using a subscriber's account, is violating this Policy, then the account in question may be suspended pending an investigation. If, after an investigation, Blue Sky Satellite determines that an account has been used in violation of this Policy, Blue Sky Satellite may, in its discretion, terminate the user account.
- 1.3 Blue Sky Satellite does not actively monitor its subscriber's use of its services. We rely on our users to govern themselves and to protect the integrity of the network by reporting any violations of the Acceptable Use Policy to our Customer Service Department.
- 1.4 Blue Sky Satellite has the right, but not the obligation, to investigate any violation or alleged violation of this Acceptable Use Policy, including the right to examine any information or material on the GhostFiber® servers.
- 1.5 Blue Sky Satellite has the right, but not the obligation, to remove any content that it deems, in its sole discretion, to be in violation of any part of this Acceptable Use Policy.
- 1.6 Blue Sky Satellite has the right, but not the obligation, to take any steps it deems necessary to prevent violations of this Acceptable Use Policy from occurring.

1.7 The failure of Blue Sky Satellite to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

## 2.0 Illegal and Prohibited Activities

2.1 GhostFiber® users must not use GhostFiber® to encourage, facilitate or engage in any illegal activities including, without limitation:

- (a) defamation: posting or transmitting any material which is defamatory 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;
- (c) unlawful material: posting or disseminating unlawful material
- (d) false advertising: posting or transmitting any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations;
- (e) copyright violation: posting or transmitting any information, software, photograph, graphic, music, sound and other material in violation of another person's copyright; and
- (f) Trademark violation: posting, transmitting, displaying or using any words or symbols that violate any other person's rights in its trademark or trade-name.

2.2 GhostFiber® users must not use GhostFiber® to:

- (a) Harm or attempt to harm a minor, including, but not limited to, hosting, possessing, distributing or transmitting child pornography or other material that is unlawful.
- (b) Conduct, participate in, or otherwise facilitate, pyramid or other illegal soliciting schemes.
- (c) Take part in any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.
- (d) Invade another person's privacy, stalk, harass or otherwise violate the rights of others.
- (e) Restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy their equipment or the GhostFiber® service, including, without limitation, by posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, Trojan botnet, cancelbot or other harmful feature.
- (f) Access or use the GhostFiber® service with an IP address other than the dynamic Internet Protocol (IP) address assigned to you which adheres to dynamic host configuration protocol (DHCP). You may not configure the service or any related equipment to access or use a static IP address or use any protocol other than DHCP without prior approval from Blue Sky Satellite.
- (g) Modify any cable modem or Router connected to the GhostFiber® network, regardless of whether the modem is owned by you or leased from the Company, in order to commit theft of the service, fraudulently use the service or provide the service to a third party. Blue Sky Satellite may work with law enforcement if any such theft or fraud occurs.
- (h) Modify the MAC address of any modem connected to the network.
- (i) Collect or store personal data about other GhostFiber® subscribers.
- (j) Use an IP address not assigned to you by GhostFiber®.
- (k) Resell or redistribute the service to any third party via any means including but not limited to wireless technology.

### 3.0 Electronic Mail

#### 3.1 GhostFiber® users must not use GhostFiber® email to:

- (a) Send unsolicited bulk email (so-called “Spam”)
  - (b) Send, or cause to be sent, large volumes of unsolicited email to a single or multiple people or entities (so-called “Email Bombing”)
  - (c) Repeatedly send email to any person or entity that does not wish to receive it. If a recipient asks to stop receiving email from a GhostFiber® user, then that GhostFiber® user must not send that person further email
  - (d) Subscribe to any email list or service on behalf of a third party without that third party’s consent.
  - (e) Reference GhostFiber® in the header or body of an unsolicited email, or list an IP address that belongs to the GhostFiber® network in any unsolicited email.
  - (f) Take any action which implies that GhostFiber® is the sponsor of any unsolicited email even if that email is not sent through the GhostFiber® network.
- 3.2 GhostFiber® users must not engage in any of the activities described in paragraph 3.1 from another provider’s email service and use a GhostFiber® account as an email return address or “drop” for responses.
- 3.3 GhostFiber® users must not forge, alter or remove any email header.
- 3.4 GhostFiber® reserves the right to release any usernames and associated email addresses immediately upon disconnect by the user, whether the service is disconnected voluntarily or by termination. GhostFiber® is under no obligation to retain or make any username, email address or stored email retrievable after the service is disconnected.
- 3.5 Any email address at the Ghostfiber.com domain is the property of GhostFiber® and may be terminated or reassigned without notice.

### 4.0 Security, Privacy and “Hacking”

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

#### 4.1 GhostFiber® users must not:

- (a) Attempt to or disrupt or interfere with the normal operation of GhostFiber® systems, networks or activities in any way that adversely affects the ability of other people, or systems to use GhostFiber® services or the internet, including, but not limited to:
    - a. Denial of service attacks;
    - b. Flooding of networks
    - c. Attempts to overload a service; and
    - d. Attempts to cause system crashes.
  - (b) Gain access to attempt or gain access to the private systems of data of GhostFiber®, or any third party without the prior consent of GhostFiber® or the third party.
- 4.2 The customer is responsible for the security of any device connected to the service, including any data stored on that device.
- 4.3 The customer is responsible for implementing appropriate security precautions for all systems connected to the service to protect against threats such as viruses, spam, Trojan botnets, and other malicious intrusions.

- 4.4 The customer is responsible for enabling the security of any wireless (WiFi) networks connected to the service. Any wireless network installed by the customer or a GhostFiber® representative that is unsecured or “open” and connected to the GhostFiber® network is prohibited.
- 4.5 The customer authorizes GhostFiber® to use technology to detect unsecured wireless networks associated with your use of the service. If GhostFiber® determines that you are using the service via an unsecured wireless network, the Company will notify you to enable the security on the WiFi device.
- 4.6 GhostFiber® users must not use their GhostFiber® 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 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 of data of GhostFiber® or any third party without the prior consent of GhostFiber® or the third party.

## 5.0 Censorship and Adult Materials

GhostFiber® believes in freedom of expression and the right of individuals to decide for themselves what they want to see and listen to. We do not believe it is the place of an ISP to censor or regulate the internet. However, users must not use GhostFiber® to transmit or post any information or image that is criminally obscene or otherwise prohibited under any applicable law.

GhostFiber® assumes no responsibility for internet content available through the services. Customers are responsible for restricting access to sexually explicit material on the internet, by purchasing the appropriate filtering software, or by monitoring internet use. Content questions or complaints should be addressed to the content provider.

- 5.1 Users must not use GhostFiber® to post offensive or crude messages or images on publicly accessible pages or sites, except where such messages or images are appropriate having regard nature to the site. GhostFiber® has the right, but not the obligation, to remove messages or images that GhostFiber®, in its sole discretion, determines are offensive.

## 6.0 Bandwidth/Network Traffic and Other Limitations

You must comply with the current GhostFiber® Excessive Bandwidth Usage Policy which can be found at <http://ghostfiber.com/assets/ghostfiberr-excessive-bandwidth-use-policy-aug-2017.pdf>, bandwidth/network traffic, data storage and other limitations on the services. Users must ensure that their activity does not improperly restrict, inhibit or degrade any other customer’s use of the services, nor represent (in the sole judgment of GhostFiber®) an unusually large burden on the network itself.

- 6.1 The guidelines for bandwidth/network traffic usage per month for each service package are described in the GhostFiber® Excessive Bandwidth Usage Policy are as follows: GhostFiber®

does not implement DATA usage caps on any service other than GhostFiber Satellite. GhostFiber® reserves the right to restrict, throttle, or limit any user deemed to be using GhostFiber® service in excess of the general norm as measured by usage from other subscribers of the same level of service. Should restrictions, throttling, or limits be issued to a subscriber they will be notified by email of such occurrence.

In addition, users must ensure that their activity does not improperly restrict, disrupt, inhibit, degrade or impede GhostFiber® ability to deliver the services and monitor the services, backbone, network nodes, and/or other network services.

6.2 Customers may not resell, share, or otherwise distribute the services or any portion thereof to any third party without the written consent of GhostFiber®. For example, you cannot provide internet access to others through a wireless connection, host shell accounts over the internet, provide email or news service, or send a newsfeed unless express permission is granted by the customer agreement.

6.3 Customers may not provide network services to others via the GhostFiber® service.

6.4 Users may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the service, unless express permission has been given by GhostFiber®.

6.5 Residential service levels are specifically designed for personal, non-business related use of the internet and may not be used for commercial purposes. Customer agrees not to use the service for operation as a de facto internet service provider, or for any other business enterprise (whether for profit or non-profit), including, without limitation, IP address translation or similar facilities intended to provide additional access. For business internet service, please contact our Customer Service department.

## 7.0 Copyright Infringement Claims

The Digital Millennium and Copyright Act (DMCA) of 1998 states that GhostFiber® must implement a notification and termination policy for copyright infringement claims to avoid legal liability when customers continuously infringe on copyrighted material. When a copyright infringement claim is received, GhostFiber® will take the appropriate steps to contact the customer and resolve the issue. Below is a summary of the notification and termination policy:

- First, Second, Third and Fourth Complaints – Customer is notified by phone or email and letter of the copyright infringement claim.
- Fifth Complaint – Customer’s service is suspended a minimum of 2 business days and cannot be restored until they speak with the manager at the local office.
- Sixth Complaint – Customer’s service is suspended a minimum of 5 business days and cannot be restored until they speak with the manager at the local office.
- Seventh Complaint – Customer’s GhostFiber® service is disconnected and they are unable to reconnect service for six months.
- Eighth Complaint – Customer will be disconnected immediately and will not be permitted to reconnect GhostFiber® service ever again.

7.1 GhostFiber® will not share the customer’s name or any other personal information with the copyright owner. Instead, GhostFiber® notifies the customer of the allegation and it is up to the user to determine what action to take.

7.2 It is the responsibility of the user, and not GhostFiber® or a representative of GhostFiber®, to contact the copyright owner and dispute the claim if he believes that the notice is in error.

7.3 In all events, you expressly agree that GhostFiber® will not be a party to any disputes or lawsuits regarding alleged copyright infringement claims.

#### 8.0 Updates to the Acceptable Use Policy

The Acceptable Use Policy is subject to change without notice. The current version of the Acceptable Use Policy is always available at [www.ghostfiber.com](http://www.ghostfiber.com).

#### 9.0 Questions and Complaints

Please direct any questions you may have regarding this Acceptable Use Policy and complaints regarding violations of this policy by other GhostFiber® users to the GhostFiber® Customer Service Department – 972-464-1825.