

NORTHWEST OHIO BROADBAND LLC

ACCEPTABLE USE POLICY

Effective Date: September 2021

Version 2021.1

Northwest Ohio Broadband LLC ("Northwest Ohio Broadband," "NWOHIOBB," "Company," "we," "us," or "our") has adopted this Acceptable Use Policy ("AUP") to protect the security, reliability, integrity, availability, and lawful use of Northwest Ohio Broadband's network and Services.

This AUP applies to every person or entity using Services provided by Northwest Ohio Broadband ("Customer," "you," or "your"), including all persons who access the Service through Customer's account, connection, equipment, or Service Location.

This AUP supplements and is incorporated into Northwest Ohio Broadband's Terms of Service.

By using the Service, Customer agrees to comply with this AUP.

1. RESPONSIBLE USE OF SERVICE

Customer shall use Northwest Ohio Broadband Services in a lawful, responsible manner that does not materially interfere with:

- Northwest Ohio Broadband's network;
- Other Northwest Ohio Broadband customers;
- Other Internet service providers;
- Third-party networks;
- Internet services;
- Communications systems; or
- The lawful rights of others.

Customer may use the Service for normal lawful Internet activities consistent with the Service purchased.

2. CUSTOMER RESPONSIBILITY FOR USERS

Customer is responsible for ensuring that authorized users of Customer's Service comply with this AUP.

A violation committed through Customer's connection may be treated as a violation associated with Customer's account.

Customer is responsible for taking reasonable steps to prevent unauthorized access to Customer's connection and network.

3. CUSTOMER NETWORK AND DEVICE SECURITY

Customer is responsible for reasonable security of devices and networks connected to the Service.

Customer should use reasonable modern security practices, including as appropriate:

- Strong passwords;
- Current Wi-Fi encryption;
- Secure router administration;
- Software and firmware updates;
- Antivirus or endpoint-security software where appropriate;
- Firewalls;
- Multi-factor authentication where available; and
- Restricting unauthorized access to network equipment.

Wireless networks should use current supported security methods such as **WPA2 or WPA3**, where supported.

Customer should not intentionally operate an unsecured public wireless network through a residential Service unless authorized by Northwest Ohio Broadband.

4. RESALE AND REDISTRIBUTION OF SERVICE

Customer may not resell, commercially redistribute, sublicense, or provide Internet Service to third parties outside the Customer's authorized premises or intended Service use unless Northwest Ohio Broadband has expressly authorized such use in writing or the applicable Service Agreement permits it.

Normal use by Customer's family members, household members, employees, guests, or authorized users at the Service Location is not prohibited by this Section.

Northwest Ohio Broadband may require a different Service classification or commercial agreement when Customer intends to provide Service to unrelated third parties.

5. ILLEGAL OR FRAUDULENT ACTIVITY

Customer shall not use or knowingly permit the Service to be used to violate applicable federal, state, local, or other applicable law.

Prohibited activity includes using the Service to knowingly facilitate:

- Fraud;
- Identity theft;
- Unauthorized financial transactions;
- Theft;
- Criminal activity;
- Terrorism;
- Illegal trafficking;
- Extortion;
- Unauthorized access to computer systems; or
- Other unlawful conduct.

Northwest Ohio Broadband is not responsible for determining every dispute between third parties, but may act when it reasonably determines that activity violates this AUP, applicable law, or a lawful governmental directive.

6. COPYRIGHT AND INTELLECTUAL PROPERTY

Customer shall not knowingly use the Service to infringe another person's:

- Copyright;
- Trademark;
- Patent;
- Trade secret; or
- Other intellectual-property or proprietary rights.

This includes unlawful distribution or downloading of copyrighted movies, television programming, music, software, books, photographs, games, or other protected works.

Customer remains responsible for determining whether Customer possesses sufficient legal rights to distribute or obtain content.

7. THREATS, HARASSMENT, AND ABUSE

Customer shall not use the Service to make credible threats of unlawful bodily harm or unlawful destruction of property.

Customer shall not knowingly use the Service in a manner that violates applicable laws concerning stalking, harassment, intimidation, abuse, or invasion of privacy.

Nothing in this Section is intended to prohibit lawful speech, criticism, debate, or other constitutionally protected activity.

8. PROTECTION OF MINORS

Customer shall not use or knowingly permit the Service to be used to exploit, abuse, solicit, groom, endanger, or otherwise unlawfully harm a minor.

Customer shall not use the Service to create, possess, transmit, distribute, solicit, or obtain child sexual abuse material or other material prohibited by applicable law.

Northwest Ohio Broadband may report apparent unlawful exploitation of minors when required or permitted by law.

9. SPAM AND UNSOLICITED COMMUNICATIONS

Customer shall not use or knowingly permit the Service to be used to transmit unlawful or abusive unsolicited communications.

Prohibited conduct includes:

- Bulk unsolicited email;
- Repeated unsolicited commercial messaging;
- Email bombing;
- Harvesting email addresses for unlawful spam;
- Using compromised devices to distribute spam;
- Operating an open mail relay for abusive purposes;
- Circumventing reasonable anti-spam systems; or
- Sending messages using forged or materially deceptive routing or sender information.

Legitimate mailing lists should use appropriate consent and unsubscribe practices.

Northwest Ohio Broadband may restrict or block traffic reasonably associated with significant spam activity when necessary to protect the network or its reputation.

10. UNAUTHORIZED ACCESS AND HACKING

Customer shall not use or knowingly permit the Service to be used to gain or attempt to gain unauthorized access to:

- Computers;
- Servers;
- Networks;
- Routers;
- Accounts;
- Applications;
- Databases;
- Communications systems; or
- Other electronic systems.

Prohibited activities include unauthorized password guessing, credential attacks, exploitation of vulnerabilities, unauthorized privilege escalation, or circumvention of authentication or security controls.

Legitimate security testing is permitted only when Customer has authorization from the owner or operator of the system being tested.

11. PORT SCANNING AND NETWORK PROBING

Customer shall not perform widespread, repeated, malicious, or unauthorized port scanning, vulnerability scanning, host discovery, network probing, or similar activity against systems Customer does not own or have permission to test.

Reasonable scanning or testing of Customer-owned systems or systems Customer is authorized to administer is not prohibited.

Northwest Ohio Broadband may restrict scanning activity that materially affects network performance, triggers abuse reports, or appears to be associated with unauthorized intrusion attempts.

12. DENIAL-OF-SERVICE ATTACKS

Customer shall not originate, participate in, facilitate, knowingly relay, or control:

- Denial-of-service ("DoS") attacks;
- Distributed denial-of-service ("DDoS") attacks;
- Packet floods;
- Amplification attacks;
- Reflection attacks; or
- Similar activity intended to overwhelm or disrupt another system or network.

Northwest Ohio Broadband may immediately isolate or restrict a connection involved in a significant attack when reasonably necessary to protect its network or third parties.

13. MALWARE AND MALICIOUS SOFTWARE

Customer shall not knowingly create, transmit, distribute, host, control, or facilitate malware through the Service.

This includes:

- Viruses;
- Worms;
- Trojan horses;
- Ransomware;
- Spyware;
- Rootkits;
- Remote-access malware;
- Credential-stealing software; or
- Other malicious code.

Customer should take reasonable steps to prevent Customer-controlled devices from distributing malicious software.

14. BOTNETS AND COMPROMISED DEVICES

Customer shall not knowingly operate, control, rent, sell access to, or participate in a botnet or network of compromised devices.

If Northwest Ohio Broadband reasonably believes a Customer device has been compromised and is:

- Attacking other systems;
- Sending substantial spam;
- Participating in DDoS activity;
- Scanning third-party networks;
- Spreading malware; or
- Otherwise materially threatening network security,

Northwest Ohio Broadband may temporarily restrict or isolate the affected connection.

Where reasonably practicable, Northwest Ohio Broadband will attempt to notify Customer so Customer can remediate the affected device.

15. SYSTEM AND NETWORK DISRUPTION

Customer shall not intentionally use the Service in a manner designed to disrupt or degrade:

- Northwest Ohio Broadband's network;
- Northwest Ohio Broadband equipment;
- Another Customer's Service;
- Another Internet provider;
- Third-party networks; or
- Internet services.

Prohibited conduct includes intentionally generating malicious traffic, packet floods, routing attacks, broadcast storms, or other activity designed to cause network instability.

16. IP ADDRESS USE

Customer may use only IP addresses assigned or authorized for Customer's Service.

A static public IP address must be specifically provisioned or authorized by Northwest Ohio Broadband.

Customer shall not knowingly:

- Configure an unauthorized public IP address;
- Use another Customer's assigned IP address;
- Create an intentional IP-address conflict;
- Circumvent network-addressing controls; or
- Falsify source addressing for malicious or fraudulent purposes.

17. IMPERSONATION AND FORGERY

Customer shall not use the Service to fraudulently impersonate another person or entity.

Customer shall not knowingly forge or materially falsify:

- Email headers;
- Source addresses;
- Caller or sender identity used for fraudulent purposes;
- Authentication information;
- Routing information; or
- Other electronic identifiers

for the purpose of deception, fraud, abuse, or evasion of security controls.

This Section does not prohibit lawful privacy tools, aliases, pseudonyms, or other lawful methods of protecting identity.

18. UNAUTHORIZED NETWORK CONFIGURATION

Customer shall not intentionally interfere with Northwest Ohio Broadband's network configuration or infrastructure.

Customer may not without authorization:

- Connect to Company management interfaces;
- Modify Company-owned network equipment;
- Change Company-owned radio configuration;
- Bypass authentication or provisioning systems;
- Duplicate Company-issued network credentials;
- Alter Company-assigned addressing in a manner that disrupts the network; or
- Connect equipment that causes material network instability.

Customer-owned routers and other normal Customer network equipment are permitted when compatible with the applicable Service.

19. SERVERS AND CUSTOMER-HOSTED SERVICES

Unless the applicable Service Agreement states otherwise, Northwest Ohio Broadband does not generally prohibit a Customer from operating lawful servers, remote-access systems, cameras, VPNs, game servers, or similar services for Customer's own lawful use.

Customer remains responsible for:

- Security;
- Configuration;
- Software updates;
- Access controls;
- Applicable licensing;
- Legal compliance; and
- Ensuring such systems do not materially harm Northwest Ohio Broadband's network or other users.

Operation of a server does not entitle Customer to a static public IP address, inbound-port availability, or a particular network configuration unless separately provided by Northwest Ohio Broadband.

20. BANDWIDTH AND NETWORK RESOURCE USE

Northwest Ohio Broadband does not prohibit normal high-bandwidth Internet activities solely because they consume significant data.

Normal lawful use may include:

- Video streaming;
- Gaming;
- Cloud backups;
- Software downloads;
- Video conferencing;
- Remote work;
- Security cameras;
- File transfers; and

- Other ordinary Internet applications.

However, Customer shall not intentionally or unreasonably use the Service in a manner that causes a sustained, material adverse effect on network availability or other customers.

If unusual traffic materially affects network stability or Service quality, Northwest Ohio Broadband may employ reasonable network-management measures consistent with applicable law.

Where practical, Northwest Ohio Broadband may contact Customer to identify and resolve the cause before taking more restrictive action.

21. SECURITY AND ABUSE COMPLAINTS

Northwest Ohio Broadband may investigate credible security or abuse complaints associated with Customer's Service.

Customer agrees to reasonably cooperate when Northwest Ohio Broadband requests information necessary to investigate significant network abuse originating from Customer's connection.

Northwest Ohio Broadband is not required to resolve private disputes between third parties merely because communications passed through its Service.

22. LEGAL REQUESTS

Northwest Ohio Broadband may respond to valid subpoenas, court orders, warrants, or other legally binding governmental or judicial process in accordance with applicable law.

Nothing in this AUP authorizes disclosure of Customer information where such disclosure is prohibited by law.

23. NETWORK PROTECTION

Northwest Ohio Broadband may take reasonable immediate action when necessary to protect:

- Network security;
- Network availability;
- Company equipment;
- Other customers;
- Third-party networks;
- Internet infrastructure; or
- Public safety.

Protective actions may include:

- Blocking malicious traffic;
- Filtering a specific port or protocol;
- Rate-limiting attack traffic;
- Isolating an infected device or connection;
- Temporarily restricting Service; or

- Suspending Service.

Such actions do not necessarily constitute a permanent finding that Customer intentionally violated this AUP.

24. AUP ENFORCEMENT

Northwest Ohio Broadband may take reasonable enforcement action when Customer or a person using Customer's Service violates this AUP.

Depending upon the seriousness, frequency, and effect of the violation, Northwest Ohio Broadband may:

- Contact Customer;
- Request corrective action;
- Warn Customer;
- Block specific malicious traffic;
- Temporarily restrict Service;
- Temporarily suspend Service; or
- Terminate Service in accordance with the Terms of Service.

Northwest Ohio Broadband may take immediate action without prior notice where reasonably necessary to stop significant security threats, unlawful activity, active attacks, or material harm to the network or other persons.

For less urgent violations, Northwest Ohio Broadband may provide Customer an opportunity to correct the issue where reasonably appropriate.

25. REPEATED VIOLATIONS

Repeated violations of this AUP may result in stronger enforcement than would apply to an isolated incident.

Failure to correct a condition after notice may be considered a material or repeated violation.

Northwest Ohio Broadband is not required to repeatedly warn a Customer regarding substantially similar violations.

26. CUSTOMER RESPONSIBILITY AFTER NOTICE

If Northwest Ohio Broadband notifies Customer that Customer's equipment, network, or connection appears to be compromised or violating this AUP, Customer should take reasonable steps to investigate and correct the condition.

Failure to make reasonable corrective efforts may result in restriction, suspension, or termination if the activity continues to materially harm the network or third parties.

27. NO GUARANTEE OF INTERNET SECURITY

The Internet is inherently subject to security risks.

Northwest Ohio Broadband does not guarantee that use of the Service will prevent:

- Unauthorized access;
- Malware;
- Phishing;
- Fraud;
- Hacking;
- Data interception;
- Identity theft;
- Data loss; or
- Other Internet-related risks.

Customer remains responsible for reasonable security of Customer-owned devices, systems, accounts, and data.

28. NO WAIVER

Northwest Ohio Broadband's failure to enforce any provision of this AUP on one occasion does not constitute a waiver of its right to enforce that provision or another provision later.

29. CHANGES TO THIS POLICY

Northwest Ohio Broadband may revise this AUP from time to time because of changes in:

- Law;
- Technology;
- Security threats;
- Network architecture;
- Service offerings; or
- Business or operational requirements.

When required by applicable law or when a change materially affects Customer obligations, Northwest Ohio Broadband will provide reasonable notice.

Notice may be provided through:

- Northwest Ohio Broadband's website;
- Email;
- Billing notice;
- Customer portal;
- Postal mail; or
- Another reasonable method.

Continued use of Service after the effective date of a revised AUP constitutes acceptance to the extent permitted by applicable law.

30. RELATIONSHIP TO TERMS OF SERVICE

This AUP governs acceptable and prohibited use of Northwest Ohio Broadband's Service and network.

Northwest Ohio Broadband's Terms of Service govern the contractual relationship between Northwest Ohio Broadband and Customer, including billing, cancellation, equipment, installation, collections, Service availability, Home Phone/911, warranties, and other contractual matters.

If Customer's conduct violates both this AUP and the Terms of Service, Northwest Ohio Broadband may exercise remedies available under both documents.

31. CONTACT INFORMATION

Questions or reports concerning this Acceptable Use Policy may be directed to:

Northwest Ohio Broadband LLC

P.O. Box 18
Coldwater, Ohio 45828

Website: www.nwohiobb.com

Current support and contact information is available through the Northwest Ohio Broadband website.

32. EFFECTIVE DATE

This Acceptable Use Policy is effective **September 2021**.

It supersedes prior Northwest Ohio Broadband Acceptable Use Policies for Services governed by this version, subject to applicable law and existing contractual rights.

Northwest Ohio Broadband LLC

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Version 2021.1

Effective September 2021

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