

Acceptable Use Policy

High-Speed Internet Services

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Why Innovative Networks is providing this Policy to my business?

Our goal is to provide its customers with the best commercial Internet service possible. In order to help accomplish this, Innovative Networks (as "INet") has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of INet Business Services, Internet service, including INet-provided Wi-Fi Internet service, Ethernet services, and other Internet-based communications services (each and collectively, the "Service"). This Policy is in addition to any other restrictions contained in any applicable terms and conditions or other agreements for **Small Business** or **Enterprise** services. All capitalized terms used in this Policy that are not defined here have the meanings given to them in the applicable Small Business and Enterprise Services agreements (each and collectively, "Business Services Agreements").

All INet Business Services customers and all others who use the Service (the "customer," "user," "you," or "your") must comply with this Policy. Your business' failure to comply with this Policy could result in the suspension or termination of its Service account. In these cases, termination or other charges may apply. If your business does not agree to comply with this Policy, it must immediately stop all use of the Service and notify INet so that it can close your business' account.

Does this Policy apply to my use of INet Business WiFi services?

How will my business know when Innovative Networks changes this Policy?

I. Prohibited Uses and Activities

What uses and activities does Innovative Networks prohibit?

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the

Service, Customer-Provided Equipment, or the Innovative Networks Equipment, either individually or in combination with one another, to:

Conduct and information restrictions

- 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;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- transmit unsolicited bulk or commercial messages commonly known as “spam;”
- send large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of large numbers of email 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 designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- use IRC (Internet Relay Chat) or other chat services or tools to flood chats, or use unattended clones, bots, or other automated programs to engage in chats;
- falsify, alter, or remove message headers;
- falsify references to Innovative Networks or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else’s digital or manual signature, or perform any other similar fraudulent activity;
- 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;

Technical restrictions

- 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 your business, logging into or making use of a server or account your business is not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- 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;

- copy, distribute, or sublicense any proprietary software provided in connection with the Service by Innovative Networks or any third party, except that your business may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software (cracks);
- service, alter, modify, or tamper with the Innovative Networks Equipment or Service or permit any other person to do the same who is not authorized by Innovative Networks;

Network and usage restrictions

- restrict, inhibit, compromise, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions or tools implementing authorized internal business policies)';
- restrict, inhibit, compromise, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Innovative Networks (or Innovative Networks supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Innovative Networks (or Innovative Networks supplier) facilities used to deliver the Service;
- make the Service available to any third party unless done with Innovative Networks's written approval in accordance with an applicable Business Services Agreement. It is not a violation of this Policy for a Customer to make the Service available to its authorized employees, contractors, or users (i.e., the public, customers of an establishment, hotel or motel guests and patrons, or persons in a residence hall or apartment building) as provided for in a Business Services Agreement;
- resell the Service or otherwise make available to anyone outside the Service Location(s) the ability to use the Service, in whole or in part, directly or indirectly, unless expressly permitted by the applicable Business Services Agreement;
- connect the Innovative Networks Equipment to any computer outside of your business' Service Location(s);
- interfere with computer networking or telecommunications service to any user, host or network;
- interfere with Innovative Networks's ability to control or block ports for safety and security purposes and as part of its overall network management;
- interfere with Innovative Networks's use and control of its domain name server ("DNS") used in connection with the Service; and
- access and use the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"), unless otherwise expressly permitted by the applicable Business Services Agreement.

II. Customer Conduct and Features of the Service

What obligations does my business have under this Policy?

In addition to being responsible for its own compliance with this Policy, your business is also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by an employee, contractor, customer, or guest with access to your Service account.

Your business is solely responsible for the security of any device (including data on those devices) it chooses to connect to the Service.

Your business is responsible for securing the Customer-Provided Equipment and any other Service Location(s) equipment or programs not provided by Innovative Networks that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

How does Innovative Networks address inappropriate content and transmissions?

Innovative Networks 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 Policy, or otherwise harmful to Innovative Networks network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither Innovative Networks nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings made on the Service. However, Innovative Networks and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the Business Services Agreement, and applicable law.

What requirements apply to electronic mail?

The Service may not be used to communicate or distribute email or other forms of communications in violation of Section I in this Policy. As described below in Section III of this Policy, Innovative Networks uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).

Innovative Networks is not responsible for deleting or forwarding any email sent to the wrong email address(es) by your business or by someone else trying to send email to your business or its employees, contractors, or users. Innovative Networks is also not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted, or stored temporarily at Innovative Networks sole discretion. In the event that a Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) that is hosted by or at the direction of Innovative Networks will be permanently deleted as well.

In the event that Innovative Networks believes in its sole discretion that any subscriber name, account name, or email address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Innovative Networks (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Innovative Networks may at any time reserve any identifiers on the Service for Innovative Networks own purposes.

What requirements apply to 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. Innovative Networks assumes no responsibility for the

timeliness, misdelivery, deletion, or failure to store these messages. In the event that a 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

What requirements apply to web hosting services?

Innovative Networks may provide various web hosting services that your business can subscribe to and which include, among other features, domain name hosting, website hosting, file storage, and file transfer (collectively, the " Web Hosting Services"). Your business is solely responsible for any information that it or others publish or store on the Web Hosting Services and for compliance with all laws related to such information.

What requirements apply to my business' Service account Internet reputation?

Innovative Networks provides the Service for use in your business. Most everything your business does using the Service will be directly attributable to it and affect its reputation. However, because Innovative Networks provides the systems to deliver the Service, your business can do things using the Service that are directly attributable to Innovative Networks and affect its reputation. Most obviously, if your business uses the Service to send spam (or what spam reporting services or recipients classify as spam) or uses the Web Hosting Services for an improper purpose such as phishing, these activities may affect Innovative Networks reputation because of its ownership of the IP addresses associated with the Service. These activities also violate this Policy.

Innovative Networks reserves the right to suspend or terminate Service accounts when your business' use of the Service or any of its features negatively impacts Innovative Networks reputation as determined in its sole discretion. Any use of the Service or its features that results in your business' Service account, or any associated Innovative Networks information, being listed on, spam reporting web sites such as Spamhaus, SBL, ROKSO, TrendMicro Maps, or SenderScore Blocklist, or anti-phishing or anti-spyware services, may result in Innovative Networks suspending or terminating your business' Service account.

In these situations, Innovative Networks prefers to work directly with your business to address the problems causing the harm to Innovative Networks reputation so that they do not happen again.

III. Network Management

Why does Innovative Networks manage its network?

Innovative Networks manages its network to deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as Innovative Networks works to promote the use and pleasure of the Internet by all of its customers. The company uses reasonable network management practices that are consistent with industry standards. Innovative Networks 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.

The need to engage in network management is not limited to Innovative Networks. In fact, all large Internet service providers manage their networks. Many of them use the same or similar tools that Innovative Networks does. 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 Policy, Innovative Networks can deliver the best possible broadband Internet experience to all of its customers.

How does Innovative manage its network?

Network management activities employed by Innovative Networks may include (i) identifying spam and preventing its delivery to customer email 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 Innovative Networks may be required to implement in order to meet its goal of delivering the best possible Internet experience to all of its customers.

IV. Data Consumption

Are there restrictions on data consumption that apply to the Service?

The Service is for commercial use only in a small, medium, or large business as determined by the applicable Business Services Agreement. Therefore, Innovative Networks reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical commercial user of the Service as determined by the company in its sole discretion, or where it exceeds published data consumption limitations. Common activities that may cause excessive data consumption in violation of this Policy 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) user generated content sites. Your business must also ensure that its use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by Innovative Networks in its sole discretion) an overly large burden on the network. In addition, your business must ensure that its use of the Service does not limit or interfere with Innovative Networks ability to deliver and monitor the Service or any part of its network.

If your business uses the Service in violation of the restrictions referenced above, that is a violation of this Policy and a breach of your Business Services Agreement. Innovative Networks determination of the data consumption for Service accounts is final.

V. Violation of this Acceptable Use Policy

What happens if your business violates this Policy?

Innovative Networks reserves the right immediately to suspend or terminate your business' Service account and terminate the Business Services Agreement if it violates the terms of this Policy or the Business Services Agreement.

How does Innovative Networks enforce this Policy?

Innovative Networks has no obligation to monitor and does not routinely monitor the Service and/or the network. However, Innovative Networks and its suppliers reserve the right at any time to monitor bandwidth, usage, data consumption, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Innovative Networks users.

Innovative Networks prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Innovative Networks also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Innovative Networks intervention. However, if the Service is used in a way that Innovative Networks or its suppliers, in their sole discretion, believe violates this Policy, Innovative Networks 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, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither Innovative Networks nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Innovative Networks exclusive remedies and Innovative Networks may take any other legal or technical actions it deems appropriate with or without notice.

Innovative Networks reserves the right to investigate suspected violations of this Policy and examination of material on Innovative Networks servers and network. During an investigation, Innovative Networks may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. Your business expressly authorizes and consents to Innovative Networks 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 Policy. Upon termination of your business' Service account, Innovative Networks is authorized to delete any files, programs, data, email and other messages associated with your business' account (and any secondary accounts).

The failure of Innovative Networks or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. Your business agrees that if any portion of this Policy 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.

VI. Copyright

How does Innovative Networks communicate with customers about copyright?

Innovative Networks is committed to complying with U.S. copyright and related laws, and

requires all customers and users of the Service to comply with these laws. Accordingly, your business may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights. Innovative Networks complies with the Digital Millennium Copyright Act of 1998 (“DMCA”) that provides a process for copyright owners to communicate information about alleged infringements to us, and for us to inform our customers about them. Your business may receive notices under the DMCA if a copyright owner identifies your business’ Service account as having been used in connection with acts of alleged copyright infringement.

What is Innovative Networks DMCA policy?

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 DMCA to report alleged infringements. Innovative Networks, in accordance applicable laws, reserves the right to terminate the 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 Innovative Networks, in its sole discretion, believes is infringing these rights. Innovative Networks may terminate the Service at any time with or without notice for any affected customer or user.

How do copyright owners report alleged infringements to Innovative Networks under the DMCA?

Copyright owners may report alleged infringements of their works that are stored on the Service or the Web Hosting Services by sending Innovative Networks authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Innovative Networks receipt of a satisfactory notice of claimed infringement for these works, Innovative Networks will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Web Hosting Services or (ii) disable access to the work(s). Innovative Networks will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

Copyright owners may send Innovative Networks a notification of claimed infringement to report alleged infringements of their works under the DMCA to:

DMCA Notifications
Innovative Networks, LLC
223 W Jackson Blvd Ste 270
Chicago, IL 60604 U.S.A.
Phone: 855.464.4638
Fax: 855.329.4638
Email: dmca@in-networks.com

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to

Innovative Networks, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

What can your business do if it receives a DMCA notification of alleged infringement?

If your business receives a DMCA notification of alleged infringement as described above, and it believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then your business may send a counter notification to Innovative Networks. Upon Innovative Networks receipt of a counter notification that satisfies the requirements of the DMCA, Innovative Networks will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, your business expressly agrees that Innovative Networks will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against your business, it can file a counter notification with Innovative Networks designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

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