



Acceptable Use Policy (AUP)

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Why is Tricon Services, LLC providing this Policy?

Tricon Services LLC, (Tricon) goal is to provide its customers with the best commercial Internet service possible. In order to help accomplish this, Tricon has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of Tricon's High-Speed Internet service, including Tricon provided WiFi Internet service (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, Bulk Public Internet or Enterprise services.

All Tricon High-Speed Internet customers and all others who use the Service (the "customer," "user," "you," or "your") must comply with this Policy. Your 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 you don't agree to comply with this Policy, you must immediately stop all use of the Service and notify Tricon so that it can close your account.

Does this Policy apply to my use of Tricon Services WiFi-identified services inside and outside of my premises and in public places?

This Policy applies to your use of the Service if you are a Tricon High-Speed Internet customer who accesses Tricon-provided, Tricon Services WiFi-identified services inside or outside of your premises or in public places using a Tricon login and password

How will my business know when Tricon changes this Policy and how will it report violations of this Policy?

Tricon may revise this Policy from time to time. For a copy of this document, please print off of Tricon's web portal. Tricon will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending email announcements or posting information on the Tricon web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should read any Tricon announcements they receive and regularly visit the Tricon web site and review this Policy to ensure that their activities conform to the most recent version. You can send questions regarding this Policy to, and report violations of it at, <http://support@tricon-services.com>

I. Prohibited Uses and Activities

What uses and activities does Tricon 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 Tricon Equipment, either individually or in combination with one another, to:



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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 very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very 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 very 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 (including "spyware") 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, establish more than two (2) concurrent chat connections per device at any time, or use unattended clones, bots, or other automated programs to engage in chats;
- falsify, alter, or remove message headers;
- falsify references to Tricon 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 (for example, "phishing");
- 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 you, logging into or making use of a server or account you don't aren't expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;



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- 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 Tricon or any third party.
- distribute programs that make unauthorized changes to software (cracks);
- service, alter, modify, or tamper with the Tricon Equipment or Service or permit any other person to do the same who is not authorized by Tricon;

Network and usage restrictions

- restrict, inhibit, 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 policies), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Tricon (or Tricon supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Tricon (or Tricon supplier) facilities used to deliver the Service;
- make the Service available to anyone other than yourself or business or your business' authorized employees, contractors, or users (i.e. members of the public, customers of an establishment, hotel or motel guests and patrons, or persons in a residence hall or apartment building) unless done with Tricon's written approval in accordance with an applicable Services Agreement;
- resell the Service or otherwise make available to anyone outside the Service Location(s) the ability to use the Service (for example, through WiFi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by the applicable Services Agreement;
- connect the Tricon Equipment to any computer outside of your Service Location(s);
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;
- interfere with Tricon's ability to control or block ports for safety and security purposes and as part of its overall network management;
- interfere with Tricon's use and control of its domain name server ("DNS") used in connection with the Service;



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- and accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"), unless DHCP is expressly permitted by the applicable Services Agreement.

II. Customer Conduct and Features of the Service

What obligations do I have under this Policy?

In addition to being responsible for its own compliance with this Policy, you and/or 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 or business' Service account. Therefore, you and/or your business must take steps to ensure that others do not use your account and/or your business' account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of all Service logins and passwords. In all cases, you and/or your business is solely responsible for the security of any device it chooses to connect to the Service, including any data stored or shared on that device. In addition, you and/or your business is solely responsible for securing access to any Tricon Portal or other feature that provides administrative and account management-related features for you and/or business' Service account.

It is also you and/or your business' responsibility to secure the Customer-Provided Equipment and any other Service Location(s) equipment or programs not provided by Tricon that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

How does Tricon address inappropriate content and transmissions?

Tricon 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 Tricon's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither Tricon nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, email, file transfer, blog, newsgroup, and instant message transmissions as well as materials available on online storage features such as websites and servers) made on the Service. However, Tricon 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 Services Agreement, and applicable law.

III. Data Consumption

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

The Service is for commercial bulk Residential use only in a small, medium, or large multi-dwellings as determined by the applicable Services Agreement. Therefore, Tricon reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical bulk program 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. You and/or 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 Tricon in its sole discretion) an overly large burden on the network. In addition, you and/or your business must ensure that its use of the Service does not limit or interfere with Tricon's ability to deliver and monitor the Service or any part of its network.

If you and/or your business uses the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, Tricon may, in its sole discretion, suspend or terminate your and or your business' Service account or request that



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it subscribe to a different version of the Service if it wishes to continue to use the Service at higher data consumption levels. Tricon may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Services Agreements. Tricon's determination of the data consumption for Service accounts is final.

IV. Violation of this Acceptable Use Policy

What happens if your business violates this Policy?

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

How does Tricon enforce this Policy?

Tricon does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with the data consumption provisions of this Policy. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. Tricon has no obligation to monitor the Service and/or the network. However, Tricon and its suppliers reserve the right at any time to monitor bandwidth, usage, 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 Tricon users.

Tricon prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Tricon also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Tricon's intervention. However, if the Service is used in a way that Tricon or its suppliers, in their sole discretion, believe violates this Policy, Tricon 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 Tricon nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Tricon's exclusive remedies and Tricon may take any other legal or technical actions it deems appropriate with or without notice.

Tricon reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Tricon's servers and network. During an investigation, Tricon may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You and/or your business expressly authorizes and consents to Tricon and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your account and/or your business' Service account, Tricon is authorized to delete any files and programs, data it deems necessary.

The failure of Tricon 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. You and/or 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.

You and/or your business agrees to indemnify, defend and hold harmless Tricon and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. You and/or your business' indemnification will survive any termination of the Services Agreement.



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V. Copyright

How does Tricon communicate with customers about copyright?

Tricon 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, you and/or 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, including rights granted by U.S. copyright law. Tricon 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. You and/or your business may receive notices under the DMCA if a copyright owner identifies you and/or your business' Service account as having been used in connection with acts of alleged copyright infringement.

What is Tricon's 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. It is Tricon's policy in accordance with the DMCA and other applicable laws to reserve 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 Tricon, in its sole discretion, believes is infringing these rights. Tricon may terminate the Service at any time with or without notice for any affected customer or user.

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 Tricon, 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 you and/or your business do if it receives a DMCA notification of alleged infringement?

If you and/or 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 you and/or your business may send a counter notification to Tricon. Upon Tricon's receipt of a counter notification that satisfies the requirements of the DMCA, Tricon 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, you and/or your business expressly agrees that Tricon will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against you and/or your business, it can file a counter notification with Tricon's designated agent using the email contact legal@tricon-services.com. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

Revised and effective: August 15, 2016