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|  | [WWW.StreamlineISP.com](http://WWW.StreamlineISP.com)  239-214-6971 |

Acceptable Use Policy

All Streamline Internet customers (the “customer,” “user,” “you,” or “your”) and all others who use the Streamline’s internet services (the “Service” or “Services”) must comply with this Policy. Your failure, or others' failure, to comply with this Policy could result in the suspension or termination of your or their Service accounts. Therefore, you should take steps to ensure that others you permit to use your Service are aware of this Policy and agree to abide by it. If you are unwilling to comply with this Policy, you must immediately stop all use of the Service and notify Streamline so that it can close your account.

Streamline’s goal is to provide its customers with first-rate Internet service. To help achieve this goal, Streamline has adopted this Acceptable Use Policy (the “Policy”). This Policy outlines acceptable use of the Services and is in addition to any terms, conditions and restrictions contained in your Streamline Service Order Agreement (“SOA”) and Streamline’s Terms and Conditions, which can be found at <https://www.StreamlineISP.com/Legal>. All capitalized terms used in this Policy that are not defined here have the meanings given to them in the Terms and Conditions.

Streamline may revise this Policy from time to time by posting a new version on its website at <https://www.StreamlineISP.com/Legal>, or any successor URL(s) (the “Streamline Website”). Streamline 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 Streamline Website. Revised versions of this Policy are effective immediately upon posting.

***Prohibited Uses and Activities***

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 Equipment, or the Streamline Equipment, either individually or in combination with one another, to:

* 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;
* falsify, alter, or remove message headers;
* falsify references to Streamline 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 website that you access or use;
* access any other person’s computer or computer system, device, sensor, camera, 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 are 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 Streamline or any third party, except that you may make one copy of each software program for back-up purposes only;
* distribute programs that make unauthorized changes to software (cracks);
* use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network (“Premises LAN”), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, web hosting, file sharing, and proxy services and servers;
* use or run programs, devices, or equipment from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for your personal and non-commercial residential use;
* service, alter, modify, or tamper with the Streamline’s Equipment or Service or permit any other person to do the same who is not authorized by Streamline;
* use the Service for any purpose other than personal and non-commercial residential use (except for your individual use for telecommuting);
* use the Service for operation as an Internet service provider or for any business, other legal entity, or organization purpose (whether or not for profit);
* restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other person to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or
* impede others’ ability to use, send, or retrieve information using the Service;
* restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Streamline (or Streamline supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Streamline (or Streamline supplier) facilities used to deliver the Service;
* resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through WiFi or other methods of networking), in whole or in part, directly or indirectly, with the sole exception of your use of any Streamline-provided WiFi service in accordance with its then-current terms and policies;
* connect the Streamline Equipment to any computer or device outside of your Premises;
* 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; or
* access and use the Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the 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 unless you are subject to a Service plan that expressly permits you to do so.

***Compliance***

You are responsible for your own compliance with this Policy. You are also responsible for any use or misuse of the Service that violates this Policy by anyone else you permit to access the Service (such as a friend, family member, or guest) with one exception: In cases where you permit others to access your Streamline provided Internet Service with their own login information, those users are responsible for complying with all then-current terms and policies that apply to their access.

In all cases, you are solely responsible for the security of any device you connect to the Service, including third party devices that provide or include any communications services, including any data stored or shared on that device. It is also your responsibility to secure the Streamline Equipment and any other Premises equipment or programs not provided by Streamline that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

***Inappropriate content and transmissions***

Streamline 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 of this Policy, or otherwise Streamline’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 Streamline 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) made on the Service. However, Streamline 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 Terms and Conditions, and applicable law.

***Electronic mail***

The Service may not be used to communicate or distribute email or other forms of communications in violation of this Policy.

Streamline is not responsible for deleting or forwarding any email sent to the wrong email address by you or by someone else trying to send email to you. Streamline 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 Streamline sole discretion. If you cancel or terminate your Service account for any reason, all email associated with that account (and any secondary accounts) may be permanently deleted as well.

If Streamline 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, Streamline (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, Streamline may at any time reserve any identifiers on the Service for its own purposes.

***Network Management***

Streamline manages its network with one goal: 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 Streamline works to promote the use and enjoyment of the Internet by all of its customers. The company uses reasonable network management practices that are consistent with industry standards. Streamline 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 Streamline. In fact, all large Internet service providers manage their networks. Streamline uses the same or similar tools that other major internet service providers do. 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, Streamline can deliver the best possible broadband Internet experience to all of its customers.

***Data Consumption***

Streamline reserves the right to apply a monthly data consumption threshold to customer Internet accounts at any time and from time to time. If we do this we will notify customers and, if necessary, post an updated version of this Policy.

***Violation Of This Policy***

Streamline reserves the right immediately to suspend or apply other interim measures in its sole discretion to your Service or terminate your Service account and terminate its agreement with you (“Subscriber Agreement”) if you violate the terms of this Policy or the Subscriber Agreement, or if anyone else you permit to access the Service violates this Policy. In that event, Streamline also reserves the right to downgrade, suspend, or terminate other Streamline services you receive.

Streamline does not routinely monitor the activity of individual Service accounts for violations of this Policy; however, Streamline reserves the right to do so in the future. Streamline seeks to promote good citizenship within the Internet community and will respond appropriately if it becomes aware of inappropriate use of the Service. Streamline has no obligation to monitor the Service and/or the network. Streamline 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 Streamline users.

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

Streamline 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 and data on Streamline’s servers and network. During an investigation, Streamline may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to Streamline 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 Service account, Streamline is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).

Revised and effective: June 2, 2021

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| Customer Signature | |
| By signing below, you agree to and accept the terms of this Service Order Agreement, the Terms and Conditions, which can be found at <https://www.StreamlineISP.com/Legal>; and the 911 notices set forth above. | |
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| Signature: |  |
| Print: |  |
| Date: |  |