

## **SIMPLY BITS, LLC ACCEPTABLE USE POLICY**

THIS ACCEPTABLE USE POLICY (AUP) IS A MATERIAL PART OF ANY CUSTOMER AGREEMENT WITH SIMPLY BITS, LLC FOR THE PROVISION OF SERVICE(S). BY YOUR USE AND ACCEPTANCE OF SIMPLY BITS' SERVICE(S), YOU ARE ACKNOWLEDGING THAT YOU ARE OF LEGAL AGE AND HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT PRESENTED. IF YOU DO NOT ACCEPT THIS AUP, DO NOT USE THE SERVICE(S) PROVIDED BY SIMPLY BITS.

SIMPLY BITS RESERVES THE RIGHT TO CHANGE THIS AUP AT ANY TIME AND ANY MODIFICATION(S) SHALL BE EFFECTIVE WHEN POSTED. CONTINUED USE OF SERVICES AFTER CHANGES ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF ANY SUCH MODIFICATION(S).

VIOLATION OF ANY PROVISION OF THIS AUP MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES YOU RECEIVE FROM SIMPLY BITS. YOU SHALL REMAIN SOLELY LIABLE AND RESPONSIBLE FOR YOUR USE OF THE SERVICES AND ANY AND ALL CONTENT THAT YOU DISPLAY, UPLOAD, DOWNLOAD OR TRANSMIT THROUGH THE USE OF THE SERVICES. "CONTENT" INCLUDES, WITHOUT LIMITATION, YOUR E-MAIL, WEB PAGES, PERSONAL HOME PAGES, AND DOMAIN NAMES. NO CREDITS WILL BE ISSUED FOR AN INTERRUPTION IN SERVICE RESULTING FROM AUP VIOLATIONS.

### **Customer Security Responsibilities**

You are solely responsible for any breaches of security affecting equipment under your control. If your equipment or network is involved in an attack on another server or system, it will be shut down.

### **System and Network Security**

Violations of system or network security may result in criminal and civil liability. Simply Bits may investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
- Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks, forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- Violators of the policy are responsible, without limitations, for the cost of labor to clean up and correct any damage done to the operation of the network and business operations supported by the network, and to respond to complaints incurred by Simply Bits. Such labor is categorized as emergency security breach recovery and is currently charged at \$250 USD per hour required. Inquiries regarding security matters may be directed to [noc@simplybits.com](mailto:noc@simplybits.com).

Simply Bits is concerned with the privacy of online communications and web sites. In general, the internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Simply Bits urges its customers to assume that all of their online communications are insecure. Simply Bits cannot take responsibility for the security of information transmitted over Simply Bits' facilities.

Please refer to the Company's Privacy Policy, available at: <http://www.simplybits.com/about/policies-and-disclosures/privacy-policy>

### **Password Protection**

The customer is responsible for protecting customer's password(s) and for any authorized or unauthorized use made of customer's password(s). The customer will not use or permit anyone to use Simply Bits' service to guess passwords or to access other systems or networks without authorization. Simply Bits will fully cooperate with law enforcement authorities in the detection and prosecution of illegal activity.

### **Internet Etiquette**

The customer is expected to be familiar with and to practice good internet etiquette. The customer will comply with the rules appropriate to any network to which Simply Bits may provide access. The customer should not post, transmit, or permit internet access to information the customer desires to keep confidential. The customer is not permitted to post any material that is illegal, libelous, tortious, indecently depicts children or is likely to result in retaliation against Simply Bits by offended users. Simply Bits reserves the right to refuse or terminate service at any time for violation of this section.

### **Copyright Infringement - Software Piracy Policy**

The Simply Bits network may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or other intellectual property rights. Under the Digital Millennium Copyright Act (DMCA), copyright owners have the right to notify Simply Bit's registered agent if they believe that a Simply Bits customer has infringed on their work(s). When Simply Bits receives a complaint notice from a copyright owner, Simply Bits will notify the customer of the alleged infringement by providing them a copy of the submitted DMCA notice. As required by law, Simply Bits enforces a graduated response policy to complaints that may lead to suspension or termination of service. Simply Bits may terminate services if we receive more than three (3) notices. Please be aware that no refunds or pro-rations will be given for installation and/or service fees if your account is cancelled due to excessive DMCA notices.

### **Network Responsibility**

Customers have a responsibility to use the Simply Bits network responsibly. This includes respecting the other customers of Simply Bits. Simply Bits reserves the right to suspend and or cancel service with any Customer who uses the Simply Bits network in such a way that adversely affects other Simply Bits customers. This includes but is not limited to: attacking or attempting to gain unauthorized access to servers and services that belong to Simply Bits or its customers (i.e., computer hacking), and/or participating in behavior which results in reprisals that adversely affect the Simply Bits network or other customers' access to the Simply Bits network. Violations of this policy may be reported directly to the FBI's Infrastructure Protection & Computer Intrusion Squad (<https://www.fbi.gov/about-us/investigate/cyber/computer-intrusions>).

### **Lawful Purpose**

All services may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation, or AUP is prohibited. This includes, but is not limited to: copyrighted material or material protected by trade secret and other statute or dissemination of harmful or fraudulent content. Using any Simply Bits service or product for the purpose of participating in any activity dealing with subject matters that are prohibited under applicable law is prohibited.

Any conduct that constitutes harassment, fraud, stalking, abuse, or a violation of federal export restriction in connection with use of Simply Bits services or products is prohibited. Using the Simply Bits network to solicit the performance of any illegal activity is also prohibited, even if the activity itself is not performed. In addition, knowingly receiving or downloading a file that cannot be legally distributed, even without the act of distribution, is prohibited.

Servers hosted within Simply Bits network are open to the public. You are solely responsible for your usage of the Simply Bits network and servers and any statement you make on servers hosted within the Simply Bits network may

be deemed "publication" of the information entered. Acknowledging the foregoing, you specifically agree not to use our service in any manner that is illegal or libelous.

### **Child Pornography on the Internet**

Simply Bits will cooperate fully with any criminal investigation into a Customer's violation of the Child Protection Act of 1984 concerning child pornography. Customers are ultimately responsible for their actions over the Simply Bits network, and will be liable for illegal material accessed or posted. Violations of the Child Protection Act may be reported to the U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) at 1-866-DHS-2-ICE. Suspected child sexual exploitation or missing children may be reported to the National Center for Missing & Exploited Children via its toll-free 24-hour hotline, 1-800-THE-LOST.

### **Email**

You may not use Simply Bits' services to send bulk, business or unsolicited ("spam") email messages. The service may not be used to collect responses from unsolicited email sent from accounts on other internet hosts or email services that violate this AUP or the acceptable use policy of any other internet service provider. In addition, "mail bombing," the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account, is prohibited.

If the service is disconnected, whether voluntarily or by termination, all user names and associated electronic email addresses may be immediately released for reuse. Upon disconnection, any mailbox contents may be immediately deleted or held in a locked state. Addresses and email may be held until Simply Bits deletes them as part of its normal policies and procedures. There is no obligation for Simply Bits to retain or make any user name, email address or stored email retrievable once the service is disconnected.

### **IP Address Overlap**

Simply Bits administers the network on which customer servers reside. The customer cannot use IP addresses which were not assigned to them by Simply Bits staff. Any server found using any IP address which was not officially assigned will be suspended from network access until such time as the IP addresses overlap can be corrected.

### **VoIP Usage Restrictions**

VoIP services from Simply Bits may not be used in conjunction with the following: MDU or MTU's, auto dialers, broadcast fax, call center applications, foreign exchange services, public telephone services, public access smart-pay phones, A/D conversion PBX services, call-back services, WATS services, predictive calling/dialing systems, automatic outbound dialing systems, any type of ACD system, or the functional equivalent of any such system herein described, unless previously approved by Simply Bits.

### **Billing**

The customer understands that the customer is responsible for paying for any network resources that are used to connect the customer's network to the internet. The customer may request that the customer's network be disconnected from the internet, but the customer will still be responsible for paying for any network resources used up to the point of suspension or cancellation. Refer to Simply Bits' Terms and Conditions for additional information: <http://www.simplybits.com/about/policies-and-disclosures/terms-and-conditions>.

### **Suspension**

If Simply Bits, in its sole discretion, determines that a customer's network has become the source or target of any violation concerning the AUP, Simply Bits reserves the right to suspend network access to that customer. While Simply Bits will attempt to contact the customer before suspending network access to the customer's server(s), prior notification to the customer is not assured. In certain cases, Simply Bits will contact law enforcement and other agencies regarding these activities. Customers are responsible for all charges, as well as any fees relating to the

investigation, suspension, administration and handling of their network before, during and after the suspension period.

### **Cancellation**

Simply Bits reserves the right to cancel service at any time. If inappropriate activity is detected, all accounts of the customer in question will be deactivated until an investigation is complete. Prior notification to the Customer is not assured. In extreme cases, law enforcement will be contacted regarding the activity. Refer to Simply Bits' Terms and Conditions for additional information: <http://www.simplybits.com/about/policies-and-disclosures/terms-and-conditions>.

### **Disclaimer of Responsibility**

Simply Bits is under no duty to look at each customer's or user's activities to determine if a violation of the AUP has occurred; accordingly, we do not assume any responsibility through our AUP to monitor or police internet-related activities. Simply Bits disclaims any responsibility for any such inappropriate use and any liability to any person or party for any other person's or party's violation of this policy.

All Sub-Networks, resellers and managed servers of Simply Bits must adhere to the above policies. Failure to follow any term or condition will be grounds for immediate cancellation.

INDIRECT OR ATTEMPTED VIOLATIONS OF THE AUP AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON YOUR BEHALF SHALL BE CONSIDERED VIOLATIONS OF THIS AUP BY YOU.

### **Permitted Uses – Home Service**

Home internet services are provided for customer's personal, home, non-business and non-professional use. This means that the home customer may not use them for any business or governmental activities, profit-making or non-profit, including but not limited to home office, business, sales, tele-commuting, tele-marketing, autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would be inconsistent with normal home usage patterns. This also means that a home user may not resell or transfer the services to any other person for any purpose, or make any charge for the use of the service, without express written permission from Simply Bits in advance. The home customer agrees that customer's use of the service for any business or governmental purpose will obligate the customer to pay Simply Bits' higher rates for business service on account of all periods, including past periods, in which customer uses, or used, the service for business or governmental purposes. Simply Bits reserves the right to immediately terminate or modify the service, if Simply Bits determines, in its sole discretion, that the customer's service is being used for non-home use.

### **Disclaimer of Liability**

Simply Bits shall in no way be liable or responsible for any loss, damage, or expense that customer may sustain or incur by reason of any change, failure, interference, disruption or defect in the supply or character of the service or if the quantity of the service supplied is no longer available or suitable for customer's requirements. SIMPLY BITS' EQUIPMENT AND SERVICES ARE NOT AUTHORIZED FOR CUSTOMER'S USE AS CRITICAL COMPONENTS IN LIFE SUPPORT DEVICES OR SYSTEMS. CUSTOMER MAY NOT PLACE RELIANCE ON ANY SERVICE PROVIDED BY SIMPLY BITS FOR USE IN ANY REMOTE MONITORING APPLICATION OR SERVICE, INCLUDING THOSE THAT RELY ON CUSTOMER'S ON PREMISE WI-FI. SIMPLY BITS MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AUP, AND SIMPLY BITS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SIMPLY BITS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, LOST SAVINGS OR LOST REVENUES, WHETHER OR NOT SIMPLY BITS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.