

**Spear Broadband, LLC**  
**Acceptable Use Policy (“AUP”)**  
**DMCA Notice**  
**Privacy Policy**

This document contains important information about your Internet Services provided by Spear Broadband, LLC (“Spear,” “we,” or “our”) that Customers (“you” or “your”) should read and understand. It supplements but does not replace or alter your agreement for service as found in our Terms and Conditions (“Terms”). The policies here that apply to you are binding and enforceable, as set forth in in the Terms. Violation of these policies may result in the restriction, suspension, or termination of your Internet Services.

**ACCEPTABLE AND UNACCEPTABLE USES**

We offer Internet Services to Customers for the lawful personal uses of the Customer, immediate family members, household guests, and other persons in the household on a permanent or temporary basis (“Users”). Incidental business use by Users, such as research, emails, education, and business applications (*e.g.* VPNs and cloud services) is also permitted if otherwise consistent with the Terms and this AUP.

We expect all Users to:

- Obey all federal, state, and local laws regarding use of the Internet and information obtained or transmitted through the Internet
- Respect others’ ownership of information including copyright and license agreements
- Be courteous and considerate in use of the Internet and network resources

**Users may not** use Customer’s Internet Services or equipment:

- In a fraudulent or unlawful way or for any fraudulent or unlawful purpose, including violation of the copyrights or trademarks of others
- To share or resell the services
- To interfere with, harm, or disrupt our network, other network users, services or equipment; including, but not limited to, engaging in any use or employing any application or software that causes undue congestion of our networks or otherwise interferes with the usage of others
- To distribute unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature (spamming)
- To transmit threatening, obscene, or harassing materials
- To harm Spear or any other person, such as by propagating computer worms or viruses, or use the network to make unauthorized entry into other computational, information, or communications devices or resources

- To intentionally develop or deploy software or applications that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system

### **DMCA – Digital Millennium Copyright Act**

If we receive a notice that Customer has allegedly infringed a copyright in violation of the Digital Millennium Copyright Act (“DMCA”) (or other applicable intellectual property laws) we will notify you, process, and investigate the allegation in accordance with the DMCA. Violation of the DMCA is not an acceptable use and may result in the restriction, suspension, or termination of the Customer’s Internet Services, as set forth in our Terms and as required or permitted by the DMCA.

If you receive a DMCA notice you may wish to consult an attorney for legal advice. We cannot advise you, only follow the requirements of the DMCA as we understand them in the circumstances. If you believe that your service was not used to commit the alleged infringement, you believe that you have legal ownership or right to distribute the material in question, or you have another legal right, you can file a copyright counter notification in compliance with the DMCA. Again, you may wish to seek the help or advice of an attorney for the counter notification.

### **Privacy Policy**

In general, we do not use or share Customer information for unsolicited marketing of goods or services of Spear or any other business, except as stated below. We will use reasonable efforts to protect your privacy, including your personal information, the websites you visit, and how you use your Internet Services. Be aware, however, that websites you visit may track you or your device, save information about you, and place “cookies” on your device. Those third-party actions are not things Spear can control or prevent without blocking or degrading your service.

We may use and share information about you:

- To provide you the services or devices you have requested or that you already receive from us, such as a new or upgraded service plan
- To repair, reconfigure, or otherwise help you use your services or devices
- For billing and collection of our fees and charges, including referral to collection agents or court
- To cooperate with law enforcement authorities in the investigation of any suspected or alleged crime
- If you direct us to, or give us permission to, share
- To investigate or respond to a subpoena, court order or other legal process, such as DMCA