



## Delta Fiber Privacy Policy

Delta Fiber LLC (“Delta Fiber” or “We”) is committed to maintaining your privacy. This privacy policy and agreement (our “Privacy Policy”) specifies the personal information that we ask you to provide in order to participate in the services we offer and governs how we treat this personal information.

PLEASE READ THIS PRIVACY POLICY CAREFULLY. YOUR CONSENT TO THE TERMS OF THIS PRIVACY POLICY CREATES LEGAL OBLIGATIONS FOR YOU AND FOR US. PLEASE READ SECTION 2 (YOUR CONSENT) TO LEARN WHAT CONSTITUTES "CONSENT" UNDER THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THE TERMS OF THIS PRIVACY POLICY, PLEASE REFRAIN FROM USING OUR WEBSITE, PLATFORM, SERVICES AND MOBILE APPLICATION.

- 1. Who We Are and What We Do.** Delta Fiber has created its website (the "Website" or the "Site") and its Delta Fiber mobile app (the “Mobile App”) to provide an online platform (the “Platform”) (collectively Website, Mobile App and Platform are referred to herein as the “Services”) for providing information and features about the broadband services we offer.
- 2. Your Consent.** By using any of the Services, you agree to this Privacy Policy and consent to the collection and use of information and/or data contemplated hereby. If you do not consent to the terms herein, do not use the Services. This is our entire and exclusive Privacy Policy and it supersedes any earlier version. To withdraw consent (which can happen at any time) and have data deleted, or data corrected, please contact [delightspeed@deltaepa.coop](mailto:delightspeed@deltaepa.coop).

We may change this Privacy Policy by posting a new version of this Privacy Policy on our Website or through the Mobile App, and it is your responsibility to review this policy periodically. When we do change the policy, we will also revise the “Revised” date at the end of the Privacy Policy and may notify you or post a message on the Website and/or through the Mobile App. Your continued use of the Website or the Mobile App constitutes your agreement to this Privacy Policy, as amended from time to time.

By accessing, browsing, and using the Website or Mobile App, you agree that you have read, understood, and accept this Agreement, as may be amended from time to time. Please read it very carefully and let us know if you have any questions. If you do not agree or consent to any of the terms herein, do not use the Services.

- 3. Our Services Rely In Part On Information from You.** Information you may provide or that we may collect from you while participating in our Services falls into two broad categories: (i) Personally Identifiable Information, and (ii) Anonymous Information. We use the term “Personally Identifiable Information” to mean any information that could reasonably be used to identify you, including without limitation your name, address, e-mail address, birth date, financial information, photograph, telephone number, location, phone or contact book data, inventory of installed apps, screen recordings, data insights based on correlation and analytics of your information collected in the Website or Mobile App, which may be used in aggregated or dis-aggregated formats to obtain trend analytics, or any combination of information that could be used to identify you. “Anonymous Information” is information that does not identify you,

and may include without limitation statistical information concerning, for example, your use of our Delta Fiber Services, behavior and technical information about your device(s), system and application software and peripherals, your access to content through our Services, or the pages on our Website or on our Platform that you visit that is gathered periodically to facilitate the provision of software updates, product support, and other Services we provide to you. We may also automatically receive and record information on our server logs from your browser, which could include your IP address, cookie information, browser information, and the page you requested. This information is not deemed by Delta Fiber to constitute Personal Indefinable Information and while Delta Fiber will not use it in a way that associates such information with you, such information may be aggregated and used to improve the Services. Delta Fiber owns this information and may use it in any manner it deems appropriate.

Please keep in mind that our Privacy Policy does not govern information you choose to exchange with other Delta Fiber Users (or other third parties), as we have no direct control over the collection or use of this information. Please use appropriate precautions in sharing your information with these third parties.

#### **4. Personally Identifiable Information; Our Uses Of This Information.**

4.1 To provide our Delta Fiber Services, we may obtain Personally Identifiable Information from you. We will only share Personally Identifiable Information you choose to provide to us via the Website, Mobile App, or Delta Fiber Platform with third parties as expressly disclosed in this Privacy Policy. We will not share it in any other way and will use this information as set forth herein.

**4.1.1 User Passwords.** Delta Fiber Users will have a user name and password, which allows them to gain access to the Delta Fiber Services.

**4.1.2 Protecting Your Password.** Please keep in mind that we will treat anyone who uses your user name and password as "you." We will provide this user with all of the rights and privileges that we provide to you, and we will hold you responsible for the activities of the person using your password. Therefore, we recommend that you maintain your user name and password in confidence, and that you refrain from disclosing this information to anyone who might "pretend" to be you with respect to the Delta Fiber Services. We also ask that you notify us immediately if you suspect that someone is using your user name and/or password in any inappropriate manner.

4.2 **How We Use Your Personally Identifiable Information.** We use your Personally Identifiable Information in the operation of our Platform, Website and Mobile App in the provision of our Delta Fiber Services and to comply with Applicable Law. Among other things, we want to help you quickly find information through our Website and Mobile App; leverage our tools in connection with your authorized use of our products and services; process payments; facilitate interaction with third party services that you opt into via the Website or Mobile App; implement, improve and/or enhance the Website or Mobile App, including to make future releases available to you; carry out our obligations and enforce our rights as described or authorized in our Mobile App end user agreement, Service Agreement and this Privacy Policy; alert you to product upgrades, special offers, updated information and other new products and services from Delta Fiber; and fulfill any other purpose authorized by you and reasonably required for

our Services. You cannot participate in our Services if you seek to opt-out of these uses of your Information.

- 4.3 **Email Addresses.** You may wish to provide us with comments and feedback concerning our Website and Mobile App generally. By communicating with us for these purposes, you may provide us with your email address and other Personally Identifiable Information. In these instances, we may use any information you provide to us for the purposes for which you submit the information.
- 4.4 **Informational Notices and Bulletins.** Periodically, we may choose to send news, bulletins, marketing materials, or other information to you, and will use Personally Identifiable Information to send such communications. If we choose to undertake such communications, you will have the ability to opt out of receiving these communications as provided in Section 6.
- 4.5 **Interactive Services; Social Feeds.** We may offer a blog or other forum accessible through the Delta Fiber Platform and/or our Website and you may choose to participate in an online discussion or to provide online comments (“**Interactive Services**”). Additionally, we may enable you to “push” information from the Delta Fiber Platform to social media sites, such as Facebook and Twitter, at your discretion in order to obtain greater benefits from the Delta Fiber Services (“**Social Feeds**”). Any comments or information you contribute to the online dialogue in these Interactive Services and/or Social Feeds becomes public immediately and any Personally Identifiable Information you disclose becomes available to the other participants in the discussion and social media users. Our Privacy Policy does not cover the information you disclose in such public online forums. You should, therefore, use discretion in what you submit to the Interactive Services and Social Feeds.
- 4.6 **Questionnaires and Feedback.** Our Delta Fiber Platform, Website, and Mobile App may allow you to participate in questionnaires, which we may post from time to time. We also encourage our users to provide feedback to us about our Delta Fiber Services. You are free to choose whether you participate in these activities. We may ask that, in addition to providing your responses, you also provide Personally Identifiable Information. In these instances, we use any information you provide to us for the purposes for which you submit the information. We will use feedback and questionnaire information for the purposes of monitoring or improving the use and appeal of the Delta Fiber Platform, Website, and Mobile App and for other purposes (with no other obligation to you and, specifically, with no obligation to compensate you for these uses).
- 4.7 **Third Party Authentication.** We may enable Delta Fiber Users to log into the Delta Fiber Platform, Website or Mobile App using a single sign-on through a third party service provider’s authentication mechanisms, such as Facebook Connect, Google+, or other similar third party social media services (“**Third Party Authenticators**”). We may obtain Personally Identifiable Information from these Third Party Authenticators and we will use such Personally Identifiable Information to confirm your identity and provide our Delta Fiber Services. Please keep in mind that Delta Fiber has no control over these Third Party Authenticators or their privacy practices and does not assume responsibility or liability with regard to their handling of your Personally Identifiable Information.

Your provision of Personally Identifiable Information to Third Party Authenticators and their handling of your information is subject to the applicable Third Party Authenticator's privacy policy. By using a Third Party Authenticator to connect to the Delta Fiber Platform, Website, or Mobile App, you agree and understand that such use is at your own risk.

**5. We Do Not Disclose Personally Identifiable Information to Unaffiliated Third Parties; Limited Exceptions.** We will not rent, sell or disclose your Personally Identifiable Information to unaffiliated third parties without your express consent, except in the following limited circumstances:

- 5.1 **Delta Fiber Vendors.** We may employ other companies to perform functions on our behalf, such as hosting or maintaining the Delta Fiber Platform, Website, or Mobile App, providing services related to Delta Fiber operations, collecting information, responding to and sending electronic mail, or other functions necessary to our business. We may need to share your Personally Identifiable Information with these companies (collectively, "**Vendors**"). We will provide Vendors with only that information necessary to perform their functions.
- 5.2 **Agents and Delta Electric Power Association.** We may reveal your Personally Identifiable Information to our agents, employees, or contractors of Delta Fiber and our affiliate, Delta Electric Power Association. They may have access to your Personally Identifiable Information for the purpose of performing services on behalf of Delta Fiber. All such agents, employees or contractors who have access to such information are required to keep the information confidential and not use it for any other purpose than to carry out the services they are performing for Delta Fiber or as otherwise required by law.
- 5.3 **Question of Harm.** We may reveal your Personally Identifiable Information to attorneys, private investigator organizations or law enforcement agencies if we believe (a) that you are in risk of harm from another, or (b) that you are harming or interfering (or will harm or interfere) with others or violating (either intentionally or unintentionally) our End User Agreement, Service Agreement, or otherwise violating legal rights.
- 5.4 **Legal.** Delta Fiber will reveal your Personally Identifiable Information, to the extent we reasonably believe we are required to do so by law. If we receive legal process calling for the disclosure of your Personally Identifiable Information we will attempt to notify you via the email address you supplied within a reasonable amount of time before we respond to the request, unless such notification is not permitted.
- 5.5 **Transfer of Site.** Delta Fiber shall be entitled to transfer to a third party information it collects, including any Personally Identifiable Information, in connection with a sale of all or substantially all of the assets of the business entity responsible for the information under this Privacy Policy, provided the acquiring third party has agreed to safeguard your Personally Identifiable Information.

**6. Changing or Removing Information; Opting Out.**

- 6.1 **Discretionary Account Information.** To allow appropriate control over Personally Identifiable Information, you can access your account (after supplying your user name

and password) to change or update discretionary information that you have previously submitted.

6.2 **Opt-Out.** If we choose to send to you bulletins, updates, or other unsolicited communications that are marketing-related materials, you have the ability to decline – or “opt-out of” – receiving such communications by sending such a request to [admin@delightspeed.com](mailto:admin@delightspeed.com). Please understand that you will not be allowed to “opt-out” of formal notices concerning operation of our Website or Mobile App, billing notices, and legal and other related notices concerning your relationship with Delta Fiber.

6.3 **Deleting Information.** Finally, if you request, we will remove your name and all other Personally Identifiable Information from our databases. Please understand, however, that it may be impossible to remove this information completely, due to backups and records of deletions. In addition, please understand that, if you request deletion of your information, you will be unable to utilize associated features of the Delta Fiber Platform, Website, and Mobile App and any associated Delta Fiber Services. You may not remove de-identified, anonymous, or aggregate data from our databases.

7. **Anonymous, Aggregate Information.** We use Anonymous Information to analyze the effectiveness of our Delta Fiber Platform, Website, and Mobile App, to improve our Services, and for other similar purposes. In addition, from time to time, we may undertake or commission statistical and other summary analyses of the general behavior and characteristics of users participating in our Delta Fiber Services and the characteristics of visitors at our Website, and may share Anonymous Information with third parties. Rest assured, though, that Anonymous Information provided to third parties will not allow anyone to identify you, or determine anything personal about you. We may collect Anonymous Information through features of the software that supports our Delta Fiber Services, through cookies, and through other means some of which are described below.

7.1 **IP Addresses; Logs.** Delta Fiber may automatically receive and record information in our server logs from your browser, including your IP address (the Internet address of your computer), your computer's name, the type and version of your web browser, referrer addresses and other generally-accepted log information. We may also record page views (hit counts) and other general statistical and tracking information, which will be aggregated with that of other users in order to understand how our Website is being used, and for security and monitoring purposes. None of this data contains personally identifiable information.

7.2 **Cookies.** A cookie is a small amount of data, which often includes an anonymous unique identifier, which is sent to your browser from a website's computers and stored on your computer's hard drive. Cookies can be used to provide you with a tailored user experience and to make it easier for you to use a website upon a future visit. We may include cookies on our Website and use them to recognize you when you return to our Website. You may set your browser so that it does not accept cookies. Cookies must be enabled on your web browser, however, if you wish to access certain personalized features of our Services.

7.3 **Tags.** We may use so-called “pixel tags” — small graphic images (also known as “web beacons” or “single-pixel GIFS”) — to tell us what parts of our website have been visited or to measure the effectiveness of searches customers perform on our Website. Pixel

tags also enable us to send email messages in a format customers can read, and they inform us whether emails have been opened, to help ensure that our messages are of interest to our Delta Fiber Users. None of this data includes Personally Identifiable Information, and you can "opt-out" of receiving these types of emails from us by following the directions provided in Section 6.2. If any Personally Identifiable Information is collected using such tools, it will be subject to the terms of this Privacy Policy.

- 7.4 **Click-Throughs.** We may send email messages, which use a "click-through URL" linked to content on our Website. When you click one of these URLs, you pass through our web server before arriving at the destination web page. We track this click-through data to help determine interest in particular topics and measure the effectiveness of our customer communications. If you prefer not to be tracked simply do not click text or graphic links in the email.
- 7.5 **Banner Ads; Advertising Profiles.** Our Website may include the use of ad banner partners for the serving and/or targeting of ads, promotions, and other marketing messages. These ads may be provided, in some cases, by a third party ad service provider or advertiser ("**Advertisers**"). These Advertisers may use traditional banner ads, or other advertising methods, such as advertising using profiles and related content. An Advertiser may place or utilize its own cookie on your browser, and may use Anonymous Information about your visit to our sites, such as the number of times you have viewed the ad. If the Advertiser requests that you provide to it personally identifiable information, please be aware that this Advertiser's use and collection of this information will be governed by its own privacy policy, and not our Privacy Policy. We recommend that you review the Advertiser's privacy policy before providing personally identifiable information.
- 7.6 **Computer Configuration.** In order to determine whether your computer or mobile device is supported by our system, we may collect certain Anonymous Information. This information includes, but may not be limited to, your operating system and browser, as well as the presence of any software that our Website may require to operate with your computer/mobile device or other third party software on your computer/mobile device.
8. **Any Information Linked With Your Personally Identifiable Information Is Protected As "Personally Identifiable Information."** To enable us to better understand the characteristics of our Delta Fiber Users and/or to provide services tailored to your needs, we may link (a) the Personally Identifiable Information you have provided; with (b) Anonymous Information. If we combine or link any Anonymous Information or other information with your Personally Identifiable Information, the resulting combination will be treated and protected as Personally Identifiable Information under this Privacy Policy.
9. **Security.** We have put in place security systems designed to prevent unauthorized access to or disclosure of Personally Identifiable Information you provide to us, and we take reasonable steps to secure and safeguard this Information. Our Website's password-protected section requires users to give us unique identifiers such as their user name and password. Delta Fiber agents, employees and contractors understand and will abide by our policies with respect to the confidentiality of Personally Identifiable Information. Additionally, we encourage our Delta Fiber's Affiliates and Site Vendors to have security policies that are at least as protective of your

information as our Privacy Policy. Moreover, we generally provide access to our databases containing Personally Identifiable Information on a need-to-know basis only.

Our security systems are therefore structured to deter and prevent hackers and others from accessing information you provide to us. Please understand, though, that this information should not be construed in any way as giving business, legal, or other advice, or warranting as fail proof, the security of information provided by or submitted to Delta Fiber. Due to the nature of Internet communications and evolving technologies, we cannot provide, and disclaim, assurance that the information you provide us will remain free from loss, misuse, or alteration by third parties who, despite our efforts, obtain unauthorized access.

- 10. Notice of Security Incident.** If we detect, despite the safeguards set out above, an intrusion or other unauthorized access to or use of Personally Identifiable Information (an "Intrusion"), we will (i) notify affected users of the Intrusion if the information at issue is sensitive, in our discretion, (ii) deliver this notice by the means we deem most efficient under the circumstances (such as, for example, first class mail or email); (iii) use contact information for each effected user that is current in our files; and (iv) use commercially reasonable efforts to accomplish these steps and effect this notice in a timely manner. To the extent applicable law requires steps in addition to those specified above, we will under all circumstances comply with applicable law.
- 11. Participation by Children and Teens; Advisory.** Due to federal law (as reflected in the Children's Online Privacy Protection Act), WE DO NOT ALLOW INDIVIDUALS WHO WE KNOW ARE UNDER 13 TO PARTICIPATE IN OUR WEBSITE, MOBILE APP, OR SERVICES. YOU MUST BE AT LEAST 13 YEARS OLD TO USE OUR WEBSITE, MOBILE APP, AND SERVICES. IF YOU ARE BETWEEN 13 AND THE APPLICABLE AGE OF MAJORITY, PLEASE REVIEW THIS AGREEMENT WITH YOUR PARENT OR GUARDIAN. Please understand that we cannot necessarily tell if a user is providing us with his or her true age. If we do learn that a user under the age of 13 has provided information to us, we will destroy that user's information and cancel the user's account.
- 12. Do Not Track Notice.** Certain web browsers allow consumers to enable "do not track" signals through which a consumer can signal to websites and online services whether the consumer approves of the collection of personally identifiable information about its online activities over time and across third-party websites and online services. Delta Fiber does not respond to "do not track" signals.
- 13. Our Affiliates.** We may choose to rely on and share information with companies closely related to us, including but not limited to Delta Electric Power Association – our "Affiliates" -- for certain purposes under this Privacy Policy. By "Affiliate," we mean an entity that controls, is controlled by, or is under common control with Delta Fiber, whether the control results from equity ownership, contract, overlapping management or otherwise. In this context, "control" means the ability to replace the officers or directors or otherwise materially influence or control management decisions. You agree that Delta Fiber Affiliates will be entitled to enjoy our rights under this Privacy Policy and, in exchange, we agree that we will be responsible for our Affiliate's conduct under this Privacy Policy, if our Affiliate fails to comply with any resulting obligations. In any event, we ensure that our Affiliates agree to protect Personally Identifiable Information in a manner no less protective of your interests than the protections set out in this Privacy Policy.
- 14. Relationship to Terms of Use and Other Contracts.** This Privacy Policy must be read in conjunction with our End User Agreement and Service Agreement (as applicable), and the provisions of our End User Agreement and Service Agreement (as applicable) are incorporated

herein. To the extent the End User Agreement and Service Agreement (as applicable) conflict with the terms of this Privacy Policy, the terms of this Privacy Policy will control.

15. **Contact Us.** If you have any questions about this Privacy Policy, our practices with regard to Personally Identifiable Information, or your dealings with us, please contact us at:  
[delightspeed@deltaepa.coop](mailto:delightspeed@deltaepa.coop)

**Implemented September 10, 2020**





## **DELTA FIBER ACCEPTABLE USE POLICY**

**Delta Fiber LLC's, (the "Company", "us", or "we") goal is to provide its customers with the best broadband service possible. In order to help accomplish this, Delta Fiber has adopted this Acceptable Use Policy (the "Policy"). This Policy is applicable to all users of Delta Fiber's internet, phone, mobile application and broadband services including Delta Fiber's website (collectively, the "Services"). This Policy is in addition to any restrictions, terms, or conditions contained in the Delta Fiber Service Agreement, Delta Fiber End User Agreements, Delta Fiber Privacy Policy, and all other Delta Fiber agreements and policies, available at [delightspeed.coop](http://delightspeed.coop). Use of the Services constitutes acceptance of this Policy.**

### **1. APPLICABILITY**

Please read this Policy prior to using the Services. By subscribing to the Services, you, the subscriber, are agreeing to the terms of this Policy. You are responsible for any violation of this Policy or misuse of the Services through the use of your account, even if the misuse was conducted by a third party or other end user with access to your account, whether or not permitted by you. It is your responsibility to secure your computer(s), network and/or any device, including network devices, tablet and smart phones connected to the Services so that such misuse is prevented.

### **2. REVISIONS TO POLICY**

Delta Fiber may revise this Policy from time to time without notice by posting such revision(s) on the Company's website ([delightspeed.coop](http://delightspeed.coop)). Any revision of this Policy is effective immediately upon such posting. Therefore, you should regularly visit the Company's website ([delightspeed.coop](http://delightspeed.coop)) and review the posted Policy. In the event of a conflict between any subscriber agreement and this Policy, the terms of this Policy will govern.

### **3. DISCLAIMER**

You agree that neither the Company nor its affiliates are liable for files, data or other information that may be lost, corrupted, delayed or damaged on your computer system, tablet, or smart phone during your use of the Services, and you agree to hold the Company and its Affiliates harmless in the event that any file, data or other information is lost, corrupted, delayed or damaged. You understand and agree that neither the Company nor its Affiliates will restore or reconfigure your computer system at any time. You agree that the Company and its Affiliates are not responsible to you or others for any and all losses, damages or claims that you or others may suffer as a result of your use of the Services. Delta Fiber and its Affiliates specifically disclaim any and all liability for

any damages, including without limitation, any special, indirect, incidental or consequential damages that may arise from any use of, inability to use, or reliance on the Services.

#### **4. SECURITY**

If applicable, you acknowledge that some of the Services may be provided in a public area where others could be located in close proximity to you. Because of this close proximity, you acknowledge that other persons, including minors, may be exposed, inadvertently or intentionally, to the contents of the material downloaded or being transmitted or visible or audible on your computer, tablet, or mobile electronic device. Accordingly, you agree that you will strictly adhere to the content restrictions in this Policy.

From time to time you may decide to access third-party Internet sites or order products or services from third parties when you access the Internet via the Services. Delta Fiber recommends that you use only secure Internet sites when making your credit card and any other information about yourself available to others on the Internet. You agree that you are solely responsible for the security of your credit card and similar sensitive business or personal information from unwanted charges, use or disclosure. You agree to hold the Company and its Affiliates, and their respective agents and affiliates, harmless in the event that your credit cards, bank account numbers, social security number, your identity, or any of your personal or business information is compromised or utilized by a third party.

#### **5. VIOLATIONS**

While Delta Fiber does not monitor or control your Internet communications, if we become aware of a violation of this Policy by you or another who uses your account (with or without your knowledge or permission), we may take such action as we consider appropriate in our sole discretion and without notice, including termination, suspension, blocking or filtering of sites, and co-operating with and notifying relevant authorities and parties including enforcement agencies and other internet service providers and carriers. Delta Fiber may, for this purpose, need to communicate personal information relating to a subscriber to the relevant authorities.

#### **6. PROHIBITED USE**

The Services are provided for private business, personal, or commercial use. You agree that you will not use, nor allow others to use, the Services as an Internet service provider. You will not resell or redistribute, or allow others to resell or redistribute, access to the Services in any manner.

#### **7. NO ILLEGAL OR FRAUDULENT USE**

You agree that you will not use, and not encourage or allow others to use, the Services to violate any applicable federal, state, local or international laws orders or regulations. You agree that you will not use, nor allow others to use, the Services to plan or commit, or encourage or help others to plan or commit, a crime, fraud or act of terrorism, including but not limited to posting or transmitting information, data or material that is unlawful, abusive, libelous, slanderous, obscene, profane, unlawful, threatening, or defamatory, posting or transmitting child pornography or

obscene material, engaging in a pyramid, "Ponzi" or other illegal soliciting schemes, sending chain e-mail that request money or other items of value, illegal gambling, the offering for sale of illegal weapons or substances, the promotion or publication of any material that may violate hate crime laws, or exporting software or technical information in violation of U.S. export control laws.

You agree to indemnify, defend and hold harmless the Company and its Affiliates and their respective affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from your engaging in any act prohibited by this Policy or resulting from your violation of this Policy. This paragraph will survive any termination or expiration of any applicable service agreement.

## **8. NO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

You agree that you will not use, nor allow others to use, the Services to send or receive any information that infringes the intellectual property, including without limitation patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to digitized music, movies, books, photographs, art or other copyrighted materials or software.

## **9. NO THREATS OR HARASSMENT**

You agree that you will not use, nor allow others to use, the Services to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy or rights of any other person or entity.

## **10. NO HARM TO AND PROTECTION OF MINORS**

You agree that you will not use, nor allow others to use, the Services to harm or attempt to harm a minor, including but not limited to using the Services to send pornographic, obscene or profane materials, or violating the Children's Online Privacy Protection Act.

## **11. NO "SPAMMING"**

You agree that you will not use, nor allow others to use, the Services to send materials in a manner inconsistent with federal and state laws, including without limitation the CAN-SPAM Act of 2003 (15 U.S.C. §§ 7701-7713 and 18 U.S.C. § 1037). These materials include without limitation mass or bulk e-mail, numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content. We reserve the right, in our sole discretion, to determine whether such postings or transmissions constitute an advertisement, promotional material or any other form of solicitation in violation of such laws.

## **12. NO "HACKING"**

You agree that you will not use, nor allow others to use, the Services to access the accounts of others or to attempt to penetrate security measures of the Services or access any other person's computer or computer system, software, data, confidential or proprietary information of others without the owner's knowledge and consent ("hacking") or to cause a disruption of service to other on-line users. You agree that you will not use, nor allow others to use, tools designed for compromising network security, such as password guessing programs, cracking tools, packet sniffers or network probing tools.

### **13. NO SYSTEM DISRUPTION**

You agree that you will not use, nor allow others to use, the Services to disrupt, restrict, destroy, impair or create any unusually large burden, disrupt any backbone network nodes or network service used by the Company, on the Company's network, computer equipment, content, material, device or system whether owned by the Company, its Affiliates, or others. You also agree that you will not use, nor allow others to use, the Services to disrupt other Internet service providers or services, including but not limited to by e-mail bombing or the use of mass mailing programs, viruses, locks, keys, worms, Trojan horse or other harmful or debilitating feature; distribute mass or unsolicited e-mail, including commercial advertising, announcements or junk mail; or otherwise generate large levels of traffic sufficient to impede other's ability to send or receive information.

### **14. NO IMPERSONATION OR FORGERY**

You agree that you will not, nor allow others to, impersonate another user, falsify one's user name, age, digital or manual signature or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. You agree that you will not, nor allow others to, forge any message header of any electronic transmission, originating or passing through the Services, or use an IP address not assigned to you.

### **15. NO ABUSE OF NEWSGROUPS**

You agree that will not, nor allow others to, post a similar item to more than three (3) newsgroups or mailing lists. You agree that you will not, nor allow others to, post or transmit any private, third party e-mail to any newsgroup or mailing list without the explicit approval of the sender.

### **16. NO EXCESSIVE BANDWIDTH USAGE**

Delta Fiber offers multiple tiers of Services. You agree to comply with the current bandwidth, data storage, electronic mail and other threshold limitations that correspond with the package of service you selected. You further acknowledge that each tier or level of Services has limits on the maximum speed at which you may send and receive data at any time, as set forth in the list of fees available on our website and incorporated into your Service Agreement. You understand that the actual speeds you may experience at any time will vary based on a number of factors, including the capabilities of your equipment, Internet congestion, the technical properties of the websites, content and applications that you access, and network management tools and techniques employed by the Company. You agree that the Company may change the bandwidth or other threshold limitation of any tier by amending the list of fees or Service Agreement. Your continued use of the Services following such a change will constitute your acceptance thereof. You also agree that the Company may use technical means, including but not limited to suspending or reducing the speed

of the Services, to ensure compliance with your tier of service and to ensure that the Company's Services operate efficiently. You further agree that the Company has the right to monitor your usage patterns to facilitate the provision of the Company's Services and to ensure your compliance with the package of service you selected and the Services Agreement and to efficiently manage the network and the provision of the Services. Company may take such steps as it determines appropriate in the event your usage of the Services do not comply with the package of service you selected or the Service Agreement. Additionally, the Company may use such tools and techniques as it determines appropriate in order to efficiently manage its network and to ensure a quality user experience for its subscribers.

#### **17. NO "VIRUSES"**

You agree that you will not use, nor allow others to use, the Services to restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the Services or any features of the Services, any equipment or the Internet, regardless of intent, purpose or knowledge, including, without limitation, by posting or transmitting any information or software which contain computer "viruses," worms, "Trojan horses" or other harmful software programs and that you will use your best efforts to prevent the unintentional transmission of such viruses.

#### **18. COMPANY MONITORING.**

Delta Fiber reserves the right at any time to monitor bandwidth, usage, transmissions, and content on the Services from time to time; to seek or identify violations of this Policy; and/or to protect the network, the Services and other users. Company's failure to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that any portion of this Policy held invalid or unenforceable will as much as possible be construed consistent with the intent and applicable law; the remaining portions of this Policy will remain in full force and effect.