



ACCEPTABLE USE POLICY

This Acceptable Use Policy (“AUP”) contains terms and definitions contained in the User Agreement. Rocket Fiber reserves the right to modify this AUP at any time without notice. Rocket Fiber will post a revised version of the AUP on our Web site. Any such modifications shall be effective and applied prospectively from the date of posting.

Use of Rocket Fiber’s Services is subject to the following AUP. In addition to complying with the terms and conditions set forth in the User Agreement, you agree not to use or allow third parties to use Services provided to you for any of the following purposes:

- To use Rocket Fiber equipment for anything other than its intended purpose, or to attach unauthorized devices to the Service designed to unlock, descramble, unencrypt, or otherwise manipulate Services provided by Rocket Fiber, its partners or vendors; or to reverse engineer Services to find limitations or vulnerabilities.
- Furnishing false or incorrect data on the order form contract (electronic or paper) including fraudulent use of credit card numbers or attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods to document use or access of Rocket Fiber’s products or services.
- To engage in or encourage illegal activity, violate or encourage violation of the legal rights of others, or otherwise undertake or encourage any unlawful, invasive, infringing, defamatory, indecent, obscene, threatening, harassing (whether through language, frequency, or size of messages), abusive, immoral or fraudulent purpose including transmitting or distributing trade secrets or infringing on any party’s intellectual property rights including violation of Digital Millennium Copyright Act or use tools or techniques in violation of any law or regulation. This includes child pornography as defined by United States law, any gambling activities that are prohibited by state or federal law, and any exporting, re-exporting, or permitting downloads of any content in violation of the export or import laws of the United States or without all required approvals, licenses and exemptions. Please consult an attorney if you are unsure of the legal status of your activities.
- To take actions of a destructive or deceptive nature, such as the distribution of viruses, spyware, worms, Trojan horses; or to utilize Services to obtain unauthorized access to Rocket Fiber’s or a third parties’ equipment, property, network or account; or to take actions such as impersonation, defamation, or harassment.
- To interfere with the use of Services by customers or other authorized users, such as using any program/script/command, or sending messages of any kind, designed to interfere with, or to disable a user’s session; or to interfere with any aspect of the Services or Rocket Fiber’s ability to manage Services; or to cause or attempt to cause a security breach, such as accessing data of which you are not an intended recipient, or logging into a server or account that you are not expressly authorized to access; or to use Services in any fashion so as to disrupt or harm other networking or telecommunications services, such as participating in a denial-of-service attack or overloading a service, port scans, flood pings, packet spoofing and forged routing information; or to execute any form of network monitoring that will intercept data not intended for you; or to circumvent user authentication or security of any host, network or account; or to use or access, or attempt to use or access, any Rocket Fiber service that you are not contracted to use or access.

- To make the Services available to anyone outside the premises to which the Services are delivered, or to resell the Services directly or indirectly, or to create substitute services through the use of or access to Services (i.e., provide Wi-Fi services to third parties outside of your premises), except as explicitly approved in writing by Rocket Fiber.
- To provide public transmissions or retransmissions of any programming without the prior written consent of Rocket Fiber and the party holding a license to the transmitted or retransmitted content.
- To generate or facilitate uninvited e-mail or to use Services for the purpose of sending unsolicited bulk commercial email or messages, solicitations, or any other high volume e-mailing functions or to distribute, advertise or promote software or services that have the primary purpose of encouraging or facilitating unsolicited e-mail; or to take any action that might cause Rocket Fiber to be put on any blacklist such the SBL (Spamhaus Block List) as maintained by Spamhaus (<http://www.spamhaus.org/>) or other similar organizations, or perform activities that would cause portions of the Internet to block mail or refuse to route traffic to any portion of Rocket Fiber's IP space.
- To solicit any mail or e-mail address with the intent to harass or collect replies; or to create or forward "chain letters" or other "pyramid schemes" of any type.
- To fail to comply with Rocket Fiber's procedures relating to the activities of Subscribers on Rocket Fiber-provided networks and facilities.
- For residential Subscribers only, to use Services for commercial use, except personal use of hardware or applications including personal servers is acceptable, for access to Subscriber's home hardware or applications that include server functionality like personal gaming, conferencing or security. Occasional and infrequent use, as solely determined by Rocket Fiber, for incidental commercial interaction is acceptable.

Rocket Fiber reserves the right in its sole discretion to enforce bandwidth shares based on your level of usage and purchased Service. If you have exceeded the appropriate level of usage in any given month, Rocket Fiber will notify you by email. If usage continues to exceed the bandwidth share, you agree to reasonable network management or to pay additional charges to achieve a higher bandwidth share. Additionally, Rocket Fiber has no obligation to monitor services, but may do so and disclose information (with or without notice to you) regarding use of the Services if Rocket Fiber, in its sole discretion, believes it is reasonable to do so, including to satisfy laws, regulations or other governmental or legal requirements or requests, or to operate Services properly, or to protect itself or its subscribers.

Rocket Fiber reserves the right to install and use, or to have you install and use, any appropriate devices to prevent violations of this AUP, including devices designed to filter or terminate access to the Service. By accepting and using the Service, you consent to allowing us to collect service information and routing information in the normal course of our business, and to use such information for general business purposes. No failure or delay in exercising or enforcing this AUP shall constitute a waiver of the AUP or of any other right or remedy. If any provision of this AUP is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the AUP shall remain in effect.

The use of the Rocket Fiber services is subject to additional terms and conditions, and you are prohibited from using the Services if you do not have a current agreement in place with Rocket Fiber. This AUP is incorporated into such agreement by reference. Your failure to comply with the AUP may result in immediate suspension and/or termination of the Services without prior notice.