



AURA FIBER
Customer Service
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<http://AuraFiber.com>

Internet Acceptable Use Policy

THIS ACCEPTABLE USE POLICY (“AUP” OR “POLICY”) IS A MATERIAL PART OF ANY AGREEMENT WITH AURA FIBER FOR PROVISION OF ITS SERVICES TO ITS CUSTOMERS. PLEASE READ AND FOLLOW THIS POLICY CAREFULLY. THIS POLICY MAY BE REVISED FROM TIME TO TIME BY AURA FIBER, OR AS OTHERWISE SET FORTH BELOW AND THE CURRENT VERSION OF THIS POLICY MAY BE FOUND AT <https://www.AuraFiber.com/legal>.

In consideration of the covenants and agreements herein contained CDS V2, LLC and its affiliates, d/b/a AURA FIBER (collectively “AURA FIBER”) and Customer covenant and agree as follows:

1) **Restrictions** —

AURA FIBER's obligation to provide Services under this Agreement, and Customer's use of the Services provided by AURA FIBER hereunder, are expressly subject to the following limitations and restrictions:

- a) **Unlawful, inappropriate content prohibited.** Customer covenants, agrees, warrants and represents that it shall not use the Services provided by AURA FIBER to create, store, transmit or duplicate data which violates any federal, state, local or municipal law, statute, regulation, rule, ordinance or other government regulation including, but not limited to, those dealing with libel, slander or defamation of character; intellectual property (including copyright, trademark, patent, or trade secret rights) or obscenity.
- b) **Compliance with AUPs.** Customer at all times during the use of Services covenants and agrees to abide by AURA FIBER's AUPs as established and modified from time to time, and the AUPs of all other networks which Customer may traverse in the course of its use of the Services.
- c) **Bulk mailings.** Customer shall not use AURA FIBER mail facilities to send unsolicited e-mail to persons who are not employed by Customer. Customer

shall not use AURA FIBER mail servers to send bulk mailings to more than twenty (20) persons not employed by Customer. If Customer desires to send bulk mailings to more than twenty (20) persons, Customer covenants and agrees to provide, at its sole cost and expense, its own mail server for such purposes. Customer shall always remain in regulatory compliance when sending mail including but not limited to the CAN-SPAM Act of 2003

- d) **Simultaneous use.** Customer's accounts shall not be shared. Customer will not connect any routers, switches, access points, or other devices in a manner that allows open access to the network. Access points may be connected provided the wireless link is encrypted for protection against unauthorized access. Customer will provide AURA FIBER with login information such as user names and passwords for any networking device connected to the network upon installation or within 2 days of request.
- e) **Servers.** Web, Email, and DNS servers may be used only with the commercial packages. All other servers that respond to requests from the public Internet will be blocked. By turning up any server that is publicly accessible from the public Internet, you agree without further action to upgrade your package to a Dedicated Internet Access ("DIA") commercial plan. All servers must be protected at your location from hacking attempts or any action that would violate any other terms of this Acceptable Use Policy. Special accommodations for security camera servers or other device access remotely for private use can be requested via email to support@AuraFiber.com.

2) **Performance** —

- a) **Minimum Acceptable Speeds.** Commercial and/or Residential service is shared access service unless sold as Dedicated Internet Access ("DIA"). This allows us to offer higher speeds and lower prices. Although we make an attempt to always provide you, the Customer, with the maximum speed possible we do not and cannot guarantee that up-to speeds are always available. In the event that we are unable to repair a circuit to the point that TCP or UDP speeds equal to the lesser of 50% of your package or the FCC definition of broadband internet service can be achieved over the circuit than you may terminate services without penalty.
- b) **Content Discrimination.** We do not and will not intentionally penalize one content provider in favor of another. We, however, reserve the right, as far as legally acceptable, to prioritize or penalize traffic in order to improve user experience. Any such traffic manipulation will always be intended to improve user experience such as communication traffic over background process traffic.
- c) **Limited Influence.** We cannot guarantee speeds to all points of the Internet. We are not in control of other networks and cannot take responsibility for network or practices of other communication systems providers.
- d) **Multi Device Access.** When you have multiple devices using your connection, such as phones, laptops, tablets and computers, it is normal and expected that they will compete over your available bandwidth.