

Tyson Communications  
Acceptable Use and  
Network Management Policy

Tyson Communications (hereinafter "TYSON") commits to the open and non-discriminatory use of the Internet by its customers and commits to use reasonable network management practices to ensure an open Internet. Tyson will manage its network and provide access in accordance with the Federal Communications Commission's (FCC's) Open Internet Rules (adopted December 21, 2010 in 25 FCC Rcd 17905) and in compliance with any future rules adopted by the FCC.

1. TRANSPARENCY

Tyson shall make available public information on its website (<http://www.tysoninternet.com/>) regarding its network management practices, performance and commercial terms of its service sufficient for consumers to make an informed choice regarding their use of such services.

Tyson will not unjustly or unreasonably prevent or interfere with competition among Content, Applications, Service, or Device Providers.

2. POLICY

In order to provide high quality customer service and to insure the integrity of Tyson's high-speed Internet service, including but not limited to any service features that may be available (e.g., electronic mail, portal components, video mail, home networking, etc.), and any equipment used to provide Tyson high-speed Internet service (collectively "Service"), Tyson has adopted this policy.

Please read this policy prior to accessing the Service. The word "customer" is used herein to refer to any individual who subscribes to the service. By using the Service, customer agrees to the terms of this policy. Tyson reserves the right to immediately suspend or terminate the customer's account or to undertake network management actions described herein without notice, at Tyson's sole discretion, if customer or others who use customer's account violate this policy.

Tyson also reserves the right to immediately remove any material or information that violates this policy for any reason whatsoever at Tyson's sole discretion without prior notice. By using the Service, customer agrees to abide by, and require others using the Service through customer's account to abide by, the terms of this policy. Tyson regularly updates and amends this policy and customer should consult Tyson's website to be sure customer remains in compliance. If customer does not agree to be bound by these terms, customer should immediately stop the use of the Services and notify Tyson so that customer's account may be closed. Customer's continued use of the Service will constitute customer's acceptance of and agreement to this policy and any posted amendments to this policy.

1. USE

(a) Residential Customers. The Services designed for personal and family use (residential use only) within a single household. Customer agrees that only the Customer and co-residents living in the same household will use the Service. The term 'single household' means the Customer's home and includes an apartment, condominium, flat or other residential unit that may be used as a residence in any multiple dwelling unit. The Services being provided solely for residential use in Customer's household and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Service relieves Tyson of any affirmative obligations it may have, and is in violation of this policy and the Tyson Residential Customer Agreement. Customer is responsible for any misuse of the Service

that occurs through Customer's account whether by a member of Customer's household or an authorized or unauthorized third-party.

(b) Business Customers. The commercial high-speed Internet access service provided to the Customer is being provided solely for use in customer's business and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Service is in violation of this policy and relieves Tyson of any affirmative obligations it may have. Customer will not resell or redistribute, nor allow others to resell or redistribute, access to the Service in any manner, except as expressly authorized pursuant to Tyson policies. The limitation on resale or redistribution of access includes, but is not limited to, hosting applications such as the provision of e-mail, FTP and Telnet access. Tyson reserves the right to disconnect or reclassify the Service to a higher grade or to immediately suspend or terminate Service for failure to comply with any portion of this provision or this policy, without prior notice. Tyson owns any and all email addresses associated with the Service, and reserves the right to reclaim any such email address at any time and for any reason. Any violation of this policy may lead to prosecution under state and/or federal law.

## 2. NO ILLEGAL OR FRAUDULENT USE

Customer will not use, or allow others to use, the Service to violate any applicable federal, state, local or international laws or regulations or to promote illegal activity, including, but not limited to, the Children's Online Privacy Protection Act, posting or transmitting child pornography or obscene material, gambling, the offering for sale of illegal weapons or substances, the promotion or publication of any material that may violate hate crime laws, or by exporting software or technical information in violation of U.S. export control laws. Customer will not use, or allow others to use, the Service to commit a crime, act of terrorism or fraud, or to plan, encourage or help others to commit a crime or fraud, including but not limited to, acts of terrorism, engaging in a pyramid or ponzi scheme, or sending chain letters that request money or other items of value.

## 3. NO COPYRIGHT OR TRADEMARK INFRINGEMENT

Customer will not use, or allow others to use, the Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Customer must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. Customer represents and warrants that Customer is the author and copyright owner and/or authorized licensee with respect to any hosted content and Customer further represents and warrants that no hosted content violates the trademark, copyright, domain name or intellectual property rights of any third party. Tyson assumes no responsibility, and Customer assumes all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

Under the Digital Millennium Copyright Act of 1998, copyright owners have the right to notify Tyson if they believe that a Tyson customer has infringed the copyright owner's work(s). If Tyson receives a notice from a copyright owner alleging any Customer has committed copyright infringement, Tyson will notify the Customer of the alleged infringement and demand that such illegal material be immediately removed or disabled. Tyson may determine that Customer is a repeat copyright infringer if Tyson learns that Customer has engaged in online copyright infringement on more than one occasion. Tyson reserves the right to expeditiously remove or disable access to the material that is claimed to be infringing, or to suspend or terminate the account(s) as a result of any alleged copyright infringement.

## 4. NO THREATS, HARASSMENT OR TORTIOUS CONDUCT

Customer will not use, or allow others to use, the Service to post or transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, libels, defames, slanders, or otherwise constitutes tortuous conduct.

#### 5. NO HARM TO MINORS

Customer will not use, or allow others to use, the Service to harm or attempt to harm a minor, including but not limited to using the Service to send pornographic, obscene or profane materials involving minors.

#### 6. NO "SPAMMING"

Customer will not use, or allow others to use, the Service to send unsolicited messages or materials, bulk e-mail, or other forms of solicitation ("spamming"). Tyson reserves the right, in Tyson's sole discretion, to determine whether such posting or transmission constitutes unsolicited messages or materials. Forging, altering, or removing electronic mail headers is prohibited. Deceiving any recipient as to the identity of the sender through any process is prohibited. Customer may not, or allow others to, reference Tyson or the Tyson network in any email in an attempt to mislead the recipient.

#### 7. NO "HACKING"

Customer will not use, or allow others to use, the Service to access the accounts of others or to attempt to penetrate security measures of the Service or other computer systems ("hacking") or to cause a disruption of the Service to other online users. This includes, but is not limited to, achieving or attempting to achieve, or assisting others in achieving or attempting to achieve, any unauthorized access to any computer, cable or telecommunications system, network, software, data, information, or any other proprietary material. Customer will not use, or allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools. In addition, Customer will not participate in, or allow others to participate in, the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice known as spidering or harvesting, or participate in the use of software (including "adware" or "spyware") designed to facilitate this activity.

#### 8. NO SYSTEM DISRUPTION

Customer will not use, or allow others to use, the Service to disrupt Tyson's network or computer equipment owned by Tyson or other Tyson customers. This includes, but is not limited to, improperly interfering with, inhibiting, degrading, or restricting the use and operation of the Service by others, sending or receiving excessive data transfers for the package or tier of Service to which Customer subscribes or modifying or altering in any manner any modem or modem configuration so as to allow its use beyond the parameters outlined by the specific level of Service to which Customer subscribes. Any static or dynamic IP address must be specifically authorized and provisioned by Tyson Communications. Altering any IP address provisioned by Tyson or otherwise cloning another user's IP address is prohibited. Customer also agrees that Customer will not use, or allow others to use, the Service to disrupt other Internet Service Providers or services, including but not limited to e-mail bombing or the use of mass mailing programs. Customer may not use bandwidth in excess of that associated with the package or tier of Service to which Customer subscribes. In addition, Customer will not, or allow others to, alter, modify, service, or tamper with the Tyson Communications Equipment or Service or permit any other person to do the same who is not authorized by Tyson Communications.

#### 9. SECURITY

Customer is solely responsible for the security of any device connected to the Service, including any data stored on that device. Tyson recommends that Customer take appropriate security precautions for any systems connected to the Service. Customer is responsible for securing any wireless (WiFi) networks connected to the Service. Any wireless network installed by Customer or a Tyson representative that is unsecured or "open" and connected to the Tyson network will be deemed to be operating as an ISP and subject to the prohibition on commercial use set forth in Section 1 above.

#### 10. NO IMPERSONATION OR FORGERY

Customer will not, or allow others to, impersonate another user, falsify one's user name, company name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists, or knowingly or unknowingly create or use an email address that has the effect of being misleading. Customer will not, or allow others to, forge, alter, or remove any message header of any electronic transmission, originating or passing through the Service. Customer will not, or allow others to, forge anyone else's digital or manual signature.

#### 11. USE OF CHAT ROOMS AND SIMILAR INTERACTIVE PROGRAMS

Customer will not, or allow others to, participate in chat rooms, bulletin boards, discussion groups or other interactive sections of the Internet ("Chat Rooms") that Customer or a person using Customer's Service has been banned from using. Customer will not, or allow others to, violate this policy of the server or Chat Room. In addition, Customer will not, or allow others to: flood or scroll such Chat Rooms (sending messages or material in quick succession with the intent to disrupt use of such Chat Rooms by others); use automated programs such as "bots" or "clones" to participate in Chat Rooms unless Customer is physically present at Customer's computer; manipulate any Chat Room server to harass or disconnect other Internet users or to gain privileges that Customer is not entitled to; send Chat Room messages to recipients who have indicated their desire not to receive such messages; or forge alter, or hide Customer's identity.

#### 12. NO "VIRUSES"

Customer will not use, or allow others to use, the Service to transmit computer "viruses," worms, "Trojan horses," denial of Service attacks or other harmful software programs or information containing any lock, key, bomb, worm, cancelbot, or other harmful feature. Customer will use standard practices to prevent the transmission of such viruses, or other harmful software and information. As software or other content downloaded from the Service may contain viruses, it is Customer's sole responsibility to take appropriate precautions to protect Customer's computer from damage to its software, files and data.

#### 13. RIGHT TO MONITOR

Neither Tyson nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmission as well as materials available on the personal web pages and online storage features) made on the Service. However, Tyson and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this policy including for purposes of management of the network and implementing limitation of bandwidth use and to disclose, block, or remove them. Tyson also will comply with any request from legal authorities. Peak network usage is between 4 pm and 11 pm Monday –Friday and 10 am –11 pm Saturday and Sunday. During peak usage times, Tyson reserves the right to give priority to applications such as browsing, email, streaming, instant messaging, gaming and VoIP. Congestion due to malfunctioning hardware and/or software will be remedied as quickly as network engineers can diagnose and identify the offending hardware / software.

Congestion due to malice will be remedied using any technique available, including protocol-aware filtering and rate-limiting, to control and limit the offending source. Tyson may seek criminal charges against those who inflict network malice and may also attempt to recover costs incurred from network malice. Tyson uses generally accepted technical measures to provide acceptable service levels to all customers, such as application-neutral bandwidth allocation, as well as measures to address service attacks, illegal content and other harmful activities to protect network integrity and reliability. Tyson reserves the right to prioritize traffic based on real time and non-real time applications during heavy congestion periods based on generally accepted technical measures. Tyson reserves the right to set speed thresholds on the amount of data you as a customer can upload and download within stated time periods. If you exceed these thresholds, Tyson will temporarily limit the speed at which you can send and receive data over Tyson's access network. Tyson may use other traffic management and prioritization tools to help ensure equitable access to Tyson's network for all customers.

#### 14. BLOCKING

Tyson shall not unjustly or unreasonably block access to lawful content, applications, services or non-harmful devices, subject to reasonable network management.

#### 15. DISCRIMINATION

Tyson shall not unreasonably discriminate in transmitting lawful network traffic over a consumer's broadband Internet access service, subject to reasonable network management practices.

#### 16. COMMERCIAL PRICING

Please click on the following website link for pricing information including monthly prices and miscellaneous fees for early termination or additional network services: [www.tysoninternet.com](http://www.tysoninternet.com)

#### 17. OTHER SERVICE PROVIDERS' ACCEPTABLE USE POLICIES

Tyson may obtain services from and rely upon other entities to provide the Service to Customer. Where Customer accesses services of other entities through the Service, Customer agrees to and shall abide by the publicized acceptable use policies of such other known entities.

#### 18. NO WAIVER

The failure by Tyson or its affiliates to enforce any provision of this policy shall not be construed as a waiver of any right to do so at any time.

#### 19. REVISIONS TO POLICY

Tyson reserves the right to update or modify this policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of this policy. Notice of modifications to this policy may be given by posting such changes to Tyson's website ([www.tysoninternet.com](http://www.tysoninternet.com)), by electronic mail or by conventional mail, and will be effective immediately upon posting or sending. Customers should regularly visit Tyson's website and review this policy to ensure that their activities conform to the most recent version.

#### 20. CONTACT INFORMATION

If you have any questions regarding this policy, please contact Tyson at 319.825.5500 or [big\\_T\\_18@hotmail.com](mailto:big_T_18@hotmail.com)