



## **FIREFLY FIBER BROADBAND**

### **Acceptable Use Policy (“AUP”)**

As an internet services provider, Central Virginia Services Inc (CVSI, dba Firefly Fiber Broadband) provides IP connectivity services to residential and business customers that is conditional upon compliance with this Acceptable Use Policy (AUP). The policy is designed and enforced so that one customer’s use of the network does not adversely impact the use of any other internet or phone service user.

#### **Applicability**

The Acceptable Use Policy covers all services provided by CVSI, including residential internet access such as Firefly Light and Firefly Flash, phone service such as Firefly Phone, and GPON shared business services such as Fiber 100, Fiber 250, Fiber Gig, plus all dedicated internet services, and business phone services. **By using any Service from Firefly Fiber Broadband, you agree to abide by and be bound by the terms and conditions of this AUP.**

#### **VIOLATION OF THIS ACCEPTABLE USE POLICY**

As an internet services provider, Firefly reserves the right to take immediate action whenever it deems necessary, and without notice to interrupt, suspend or even terminate internet or IP phone services in response to any customer action or behavior which violates acceptable usage or adversely impacts network operations in general or the service experience of any other network user. Examples of such behaviors include, but are not limited to,

- Cause harm to or interfering with normal operations of Firefly networks or facilities;
- Interfering with any other person’s use of internet services, both on and outside of the Firefly network
- Present risk of harm to CVEC or CVSI customers, employees, officers, directors, agents, or other representatives.

Inappropriate use of network capabilities and services will be immediately referred to law enforcement authorities. CVSI and Firefly cooperate fully in lawful investigation of suspected criminal or civil wrong, as required by law, subpoena, or when the public safety is at stake.

Firefly has no obligation to notify or otherwise inform you that your information has been provided to law enforcement authorities and, in some cases, may be prohibited by law from providing such notice.



## **PROHIBITED USES AND ACTIVITIES**

### ***General Use Policy for All Service Users At Your Address***

You are responsible for your own compliance with this AUP, and for the actions of all others who use the Services under your account. Violations of the AUP by family, friends, guests or visitors to your address may result in loss of services to you and all other uses of Firefly services at your location. The Internet Service is provided for personal and family use within a single residential household. You agree that you will not use, nor allow others to use, the Internet Service to operate any type of business or commercial enterprise or to use the Internet Service as an Internet service provider. You may not establish a web page using a server located at your home. You agree that you will not use, nor allow others to use, your home computer as a Web Server, FTP Server, file server or game server or to run any other server applications. Customer will not resell or redistribute, or allow others to resell or redistribute, access to the Internet Service in any manner, including by wireless means.

### ***Abuse of E-mail; Spamming***

Mass e-mailing and sending excessively large attachments to one recipient are prohibited actions, whether intentional or inadvertent.

Forging e-mail headers to conceal or alter the sender's true identity is prohibited.

Using another computer, without authorization, to send e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin is prohibited.

Use of e-mail to harass or intimidate other users is prohibited.

Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating e-mail, is a violation of this AUP. Firefly reserves the right to seek damages and other available relief against you and/or any third parties as applicable. For purposes of this AUP, such violations are determined by Firefly in its sole discretion.

### ***No Resale/Sharing of Services***

Customers are prohibited from reselling the Service or otherwise making the Service available to third parties (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by your Service agreement, and signed by a member of the CVSI Firefly management team.

For residential accounts, you agree that you will not make the Services available to anyone other than your family and household guests. Customer will not resell or redistribute, nor allow others to resell or redistribute, access to the Service in any manner, except as expressly provided in any contract for service. The limitation on resale or redistribution of access includes, but is not limited to, hosting applications such as the provision of e-mail, FTP, HTTP, VoIP, and Telnet access. Although resale of such services is prohibited, a business rate plan allows for the hosting of these services for the business's own purpose (ex: employee email, basic business website for marketing).



## **CUSTOMER CONDUCT**

### ***Facilitating a Violation of this AUP***

You are prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights, and pirate software.

### ***Illegal Activity***

Any use of the Services to violate any local, state or federal law or regulation also violates this AUP. You agree that you will not use, and not encourage or allow others to use, the Internet Service 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 Internet Service 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. Prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials;
- Using the Services to deliver spyware, or secretly or deceptively obtain the personal information of third parties (*e.g.*, phishing);
- Intentionally spreading computer viruses;
- Exporting software or technical information in violation of U.S. export control laws;
- Gaining unauthorized access to private networks;
- Engaging in the transmission of pirated software;
- Unauthorized copying, distribution or display of copyrighted material;
- Conducting or participating in illegal gambling;
- Soliciting for illegal pyramid schemes through e-mail or online postings;
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the Services;
- Threatening, harassing, abusing, or intimidating others;
- Engaging in activity that could be harmful to subscribers, operations, or networks;
- Making fraudulent offers of products, items or services; or
- Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of CVEC, CVSI, and Firefly Fiber Broadband.

## **NETWORK MANAGEMENT**

As permitted by law, Firefly may establish appropriate limitations on bandwidth utilization within a



PON group, data storage, or other aspects of the Service by amending this AUP. Subscribers must comply with all such limitations. Firefly also performs routine network operations management and network monitoring including its online web services, cloud hosting and related services.

### ***Network Security***

It is your responsibility to ensure the security of your network and the equipment that connects to the Services. You are required to take all necessary steps to secure and manage the use of the Services in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability. Failing to secure your system against abuse or fraudulent activity is a violation of this AUP. You are responsible for configuring and securing your network and the Services to prevent unauthorized access to your systems and/or the CVSI Firefly network. You are also responsible for any fraudulent activity that may occur due to your failure to secure your network and the Services. You will be responsible if unknown third parties utilize the Services at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior or engaging in any type of fraudulent conduct. You may not, through action or inaction (e.g. failure to secure your network), allow others to use your network for illegal, fraudulent or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines.

### ***Responsibility for Content***

You are solely responsible for any content you offer or receive through the Service, and for adherence to and compliance with any applicable State or Federal laws or regulations regarding such content.

### ***Password Security***

Your password provides access to your individual Firefly account via My Broadband Account. It is your responsibility to keep your password secure. You are responsible for any and all access to or use of the Services through your account. Attempting to obtain another user's account password is prohibited.

### ***Copyright Infringement***

You agree that you will not use, nor allow others to use, the Internet Service 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, including Firefly Fiber Broadband -provided software.

Firefly Fiber Broadband complies with the Online Copyright Infringement Liability Limitation Act of 17 USC 512 ("Act"). As required by the Act, we reserve the right to terminate services to subscribers who repeatedly infringe copyrights. If we determine that any subscriber or account holder has infringed another's copyright through the use of our system or network, we reserve the right to



terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber. Firefly accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

## **VI. CONTACT INFORMATION**

### ***Contact for Reporting Abuse***

To report a violation of this AUP, please contact Firefly via e-mail at [support@fireflyva.com](mailto:support@fireflyva.com)

or by phone, at 833-473-3591, attention General Manager

or by mail, Firefly Fiber Broadband, PO Box 359, Lovingson, VA 22949

By using Firefly internet or phone services, you agree to indemnify, defend and hold harmless Firefly Fiber Broadband and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any act prohibited by this Acceptable Use Policy or resulting from your violation of this Acceptable Use Policy. This paragraph will survive any termination or expiration of any applicable subscriber agreement.