



Intermax Acceptable Use Policy

High-Speed Internet Service

Why is Intermax providing this Policy to me?

Intermax's goal is to provide customers with the best residential high speed Internet service possible. In order to help accomplish this, Intermax has adopted this Acceptable Use Policy (the "Policy") which outlines acceptable use of Intermax High-Speed Residential Internet service (the "Service"). This Policy is in addition to any restrictions contained in the Intermax Agreement for Residential Services (the "Subscriber Agreement") which is available upon request.

All capitalized terms used in this Policy that are not defined here have the meanings given to them in the Subscriber Agreement.

What obligations do I have under this Policy?

All Intermax High-Speed Internet customers and all others who use the Service (the "customer," "user," "you," or "your") must comply with this Policy. Your failure to comply with this Policy could result in the suspension or termination of your Service account. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify Intermax so that we can close your account.

How will I know when Intermax changes this Policy and how do I report violations of it?

Intermax may revise this Policy from time to time by posting a new version on the Web site at www.IntermaxNetworks.com or any successor URL(s) (the "Intermax Web site"). Intermax will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending email announcements or posting information on Intermax Web site. Revised versions of this Policy are effective immediately upon posting.

Customers of the Intermax High-Speed Internet Service should read any Intermax announcements they receive and regularly visit the Intermax Networks Web site and review this Policy to ensure that their activities conform to the most recent version. You can send questions regarding this Policy to, and report violations of it at, [Contact Us](#).

I. Prohibited Uses and Activities

What uses and activities does Intermax prohibit?

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include but are not limited to using the Service, Customer Equipment, or the Intermax Equipment, either individually or in combination with one another, to:



Conduct and information restrictions

- Undertake or accomplish any unlawful purpose. This includes but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- Using the Service to upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software, or other material that is protected by copyright or other proprietary right, without obtaining required permission of the owner;
- Transmit unsolicited bulk or commercial messages commonly known as "spam;"
- Send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- Initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- Participate in the collection of very large numbers of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- Collect responses from unsolicited bulk messages;
- Falsify, alter, or remove message headers;
- Falsify references to Intermax or its network, by name or other identifier, in messages;
- Impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- Violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;

Technical restrictions

- Access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- Distribute programs that make unauthorized changes to software (cracks);
- Use or run dedicated, stand-alone equipment or servers from the Premises that provide "proxy" or other similar network obscuration services;



- Use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- Service, alter, modify, or tamper with the Intermax Equipment or Service or permit any other person to do the same who is not authorized by Intermax;

Network and usage restrictions

- Restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- Knowingly initiate or participate in any "attack" of any form upon any Internet network device or devices, either on the Intermax network or any other Internet service provider's network, such as but not limited to so called DDoS attacks, Amplification attacks, "smurf" attacks or other similar activities designed to restrict or impair network service to others.
- Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Intermax host, server, backbone network, node or service, or otherwise cause a performance degradation to any Intermax facilities used to deliver the Service;
- Resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly.
- Directly connect the Intermax Equipment to any network outside of your Premises via "hardline", Ethernet cable, or fiber cable. Specifically excluded are connections between buildings or office suites under your control;
- Interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, DNS reflection, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host, or other similar activity;
- Accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.
- If you have been assigned one or more "static" IP addresses, you may not access the Service using an IP address or addresses other than the one(s) you have been assigned.

II. Customer Conduct and Features of the Service

What obligations do I have under this Policy?

In addition to being responsible for your own compliance with this Policy, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the



confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. Intermax recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by Intermax and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by Intermax that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

How does Intermax address inappropriate content and transmissions?

Intermax reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this Policy, or otherwise harmful to Intermax's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Intermax does not have any obligation to monitor transmissions or postings (including, but not limited to, email, file transfer, blog, or newsgroup transmissions) made on the Service. However, Intermax has the right to monitor these transmissions from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the Subscriber Agreement, and applicable law.

What requirements apply to electronic mail?

The Service may not be used to communicate or distribute email or other forms of communications in violation of Section I of this Policy. As described below in Section III of this Policy, Intermax uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge from an infected computer).

Intermax is not responsible for deleting or forwarding any email sent to the wrong email address by you or by someone else trying to send email to you. Intermax is also not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted, or stored temporarily at Intermax's sole discretion. In the event that Intermax believes in its sole discretion that any subscriber name, account name, or email address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Intermax (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Intermax may at any time reserve any identifiers on the Service for Intermax's own purposes. In the event that a Service account is terminated for any reason, all email associated with that account (and any secondary accounts) will be permanently deleted as well.

III. Network Management and Limitations on Data Consumption

Why does Intermax manage its network?



Intermax manages its network with one goal: to deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as Intermax works to promote the use and enjoyment of the Internet by all of its customers. The company uses reasonable network management practices that are consistent with industry standards. Intermax tries to use tools and technologies that are minimally intrusive and, in its independent and sole judgment guided by industry experience.. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

How does Intermax manage its network?

Intermax uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer email accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) use other tools and techniques that Intermax may be required to utilize in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

Are there restrictions on data consumption that apply to the Service?

The Service is for personal and non-commercial residential use only. Therefore, Intermax reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical residential user of the Service as determined by the company in its sole discretion. Intermax has established a monthly data consumption threshold per residential High Speed account of 500 Gigabytes ("GB"). Use of the Service in excess of 500GB per month is excessive use and is a violation of the Policy. Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups.

You must also ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other customer's use of the Service, nor represent (as determined by Intermax in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with Intermax's ability to deliver and monitor the Service or any part of its network. If you use the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, Intermax may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to a version of the Service (such as a commercial grade Internet service, if appropriate) entitling your continue to use the Service at higher data consumption levels. Intermax may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Service plans. Intermax's determination of the data consumption for Service accounts is final.

IV. Violation of this Acceptable Use Policy

What happens if you violate this Policy?



Intermax reserves the right immediately to suspend or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement.

How does Intermax enforce this Policy?

Intermax does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with the data consumption provisions of this Policy. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. Intermax has no obligation to monitor the Service and/or the network. However, Intermax reserves the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Intermax users.

Intermax prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Intermax also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Intermax's intervention. However, if the Service is used in a way that Intermax or our suppliers, in their sole discretion, believe violates this Policy, Intermax may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither Intermax, nor its suppliers will have any liability for any of these responsive actions. These actions are not Intermax's exclusive remedies and Intermax may take any other legal or technical actions it deems appropriate with or without notice.

Intermax reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Intermax's servers and network. During an investigation, Intermax may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to Intermax and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your Service account, Intermax is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).

The failure of Intermax 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 if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. You agree to indemnify, defend and hold harmless Intermax and its suppliers against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your indemnification will survive any termination of the Subscriber Agreement.

V. Copyright and Digital Millennium Copyright Act Requirements

What is Intermax's DMCA policy?



Intermax is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Intermax's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Intermax, in its sole discretion, believes is infringing these rights. To review Intermax Networks' copyright repeat infringer and DMCA notice procedures, please see our **DMCA Copyright Infringer policy**.

How do copyright owners report alleged infringements to Intermax?

Copyright owners may report alleged infringements of their works that are stored on the Service or the Personal Web Features by sending Intermax's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Intermax's receipt of a satisfactory notice of claimed infringement for these works, Intermax will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal Web Features or (ii) disable access to the work(s). Intermax will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

Copyright owners may send Intermax a notification of claimed infringement to report alleged infringements of their works to:

Intermax Networks
7400 N Mineral Dr Ste 300
Coeur d'Alene, ID 83815 U.S.A.
Phone: 866.676.1035
Fax: 208.762.8308
Email: dmca@intermaxteam.com

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Intermax, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

What can customers do if they receive a notification of alleged infringement?

If you receive a notification of alleged infringement as described above, and you believe in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then you may send a counter notification to Intermax. Upon Intermax's receipt of a counter notification that satisfies the requirements of DMCA, Intermax will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a



received counter notification. In all events, you expressly agree that Intermax will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against you, you can file a counter notification with Intermax's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act

Revised and effective: November 10, 2015