



## INTERMAX ACCEPTABLE USE POLICY FOR

### HIGH-SPEED INTERNET ACCESS SERVICES AND VOIP SERVICES

**This Acceptable Use Policy (“AUP”) governs the various services for Newmax, LLC, dba Intermax Networks (“Intermax,” “us,” “we,” and “our”). By a Customer’s continued use of the Intermax Web site and/or Intermax’s various high speed Internet services and VoIP services, the Customer understands, acknowledges, and agrees that he/she is bound by this AUP.**

#### **I. WHY IS INTERMAX PROVIDING THIS AUP TO YOU?**

Intermax’s goal is to provide our residential and commercial/enterprise with the best high speed Internet access service and Voice over IP (“VoIP”) service possible. In order to help accomplish this, Intermax has adopted this Acceptable Use Policy (the “AUP”) which outlines acceptable use of Intermax’s Standard Residential and Commercial/Business Internet Access Services; Premium Commercial-Enterprise Internet Access Services, VoIP Services, any other Commercial-Enterprise service agreement, and any of these services provided by an entity that is classified as a reseller for Intermax (collectively, the “Services”). This AUP is in addition to any restrictions contained in the contractual agreements for any of Intermax’s Services (collectively, “Service Agreements”), which are available upon request. For this AUP, subscribers to any of Intermax’s Services are classified as “Customers” “you,” or “your”).

All capitalized terms used in this AUP that are not defined here have the meanings given to them in the Service Agreements. This AUP is incorporated by reference to all Intermax’s Service Agreements, for standard, premium and reseller Services.

#### **II. WHAT OBLIGATIONS DO YOU HAVE UNDER THIS AUP?**

All Intermax Internet Customers and any other person who uses the Services must comply with this AUP. Your failure to comply with this AUP could result in the suspension or termination of your Services. If you do not agree to comply with this AUP, you must immediately stop all use of the Services and notify Intermax so that we can close your account.

#### **III. HOW WILL YOU KNOW WHEN INTERMAX CHANGES THIS AUP AND HOW DO I REPORT VIOLATIONS OF IT?**

Intermax may revise this AUP from time to time by posting a new version on the Web site at [www.IntermaxNetworks.com](http://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 AUP, which may include sending email announcements or posting information on Intermax Web site. Revised versions of this AUP 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 AUP to ensure that their activities conform to the most recent version. You can send questions regarding this AUP to, and report violations of it at, Contact Us.

#### IV. PROHIBITED USES AND ACTIVITIES

##### What Customer Uses and Activities Does Intermax Prohibit?

In general, the AUP 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:

##### A. Conduct and Content 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.

##### B. 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;

### **C. 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.

## **V. CUSTOMER CONDUCT AND FEATURES OF THE SERVICE**

### **A. What Obligations Do You Have Under This AUP?**

In addition to a Customer being responsible for your own compliance with this AUP, you are also responsible for any use or misuse of the Service that violates this AUP, even if it was committed by a friend, family member, guest, employee, vendor, service provider or patron with access to your Service account with or without your authorization. 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.

### **B. How Does Intermax Address Inappropriate Content and Conduct?**

Intermax reserves the right to refuse to transmit or post, and to remove or block, any content, in whole or in part, or any conduct that is or is believed to be, in its sole discretion, a violation of this AUP or applicable law, or otherwise harmful to the Intermax Network, a third party or other Customers using the Services. Intermax does not have any obligation to monitor any content, transmissions, or postings (including, but not limited to, email, file transfer, blog, or newsgroup transmissions) made on the Services. However, Intermax has the right to monitor any Customer’s use of the Services from time to time for violations of this AUP and applicable law and to disclose to law enforcement or a third party that has been harmed or affected by Customer’s conduct and use, block, or remove unlawful or objectionable content, transmissions, or postings in accordance with this AUP, the Service Agreements, and applicable law.

## **VI. WHAT REQUIREMENTS APPLY TO ELECTRONIC MAIL?**

The Services may not be used to communicate or distribute email or other forms of communications in violation of this AUP. As described below in Section VII of this AUP, Intermax uses reasonable network



management tools and techniques to protect customers from receiving unsolicited email that is not compliance with the federal CAN-SPAM Act or other applicable law (“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.

## **VII. NETWORK MANAGEMENT AND LIMITATIONS ON DATA CONSUMPTION**

### **A. 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. Intermax 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, Intermax’s network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

### **B. How Does Intermax Manage Its Network?**

Intermax uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with this AUP 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.

### **C. Are There Restrictions on Data Consumption That Apply to The Services?**

There are no data consumption restrictions for Customers under a Commercial-Enterprise Agreement or other commercial-related service agreements. Customer usage under Residential Service Agreements is for personal and non-commercial residential use only. Therefore, Intermax reserves the right to suspend or terminate Residential Service accounts where data consumption is not characteristic of a typical residential user of the Service as determined by Intermax 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 AUP. Common activities that may cause excessive data consumption in violation of this AUP 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 AUP. In these cases, Intermax may, in our 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 you to 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.

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

### **A. What Happens If You Violate This AUP?**

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

### **B. How Does Intermax Enforce This AUP?**

Intermax does not routinely monitor the activity of individual accounts for violations of this AUP, except for determining aggregate data consumption in connection with the data consumption provisions of this AUP. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become 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 AUP; 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 our sole discretion, believe violates this AUP, Intermax may take any responsive actions we 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 our 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 we deems appropriate with or without notice.



Intermax reserves the right to investigate suspected violations of this AUP, 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 AUP. You expressly authorize and consent to Intermax and our suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, (ii) system administrators at other Internet service providers or other network or computing facilities; and (iii) any third party who has been, or reasonably claims to have been aggrieved by your use of the Intermax Services in order to enforce this AUP. 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 AUP, 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 AUP 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, officers, directors, employees, agents, representatives, and operational service providers, against all claims and expenses (including reasonable attorney fees) resulting from any violation of this AUP. Your indemnification will survive any termination of your Service Agreement.

**Revised and effective:** February 15, 2021