

AVS Acceptable Use Policy

Why is AVS providing this Acceptable Use Policy to me?

This Acceptable Use Policy (AUP) supplements the Terms of Service (TOS). AVS's goal is to provide its subscribers who use the Internet through its services (the "Services") with the best service possible. To help accomplish this, AVS has adopted this AUP as part of its TOS. This AUP outlines Prohibited uses of the Services for you as a subscriber ("Subscriber") of the Services. This Policy is in addition to those restrictions contained in the AVS Customer Service Agreement (the "Customer Agreement") available at www.agrivalleyservices.com. Use of AVS's Services constitutes acceptance and agreement to AVS's AUP as well as AVS's TOS.

AVS reserves the sole discretion to deny or restrict Subscriber's Services, or immediately suspend or terminate Services, if the use of Services by you or anyone using it, in AVS's sole discretion, violates this AUP or related policies, is otherwise unlawful, interferes with other users or with the functioning or use of the Internet or our network.

What obligations do I have under this AUP?

All Subscribers of AVS Services must comply with the TOS, AUP and the Customer Agreement. Failure to comply with any of those documents could result in the consequences set out in those documents, including suspension or termination of your Services/Subscriber's Services account. If Subscriber does not agree to comply with those documents, Subscriber must immediately stop all use of the Services and notify AVS in writing so that it can close Subscriber's account.

How will I know when AVS changes the TOS, AUP or the Customer Agreement, and how do I report violations of it?

AVS may revise its TOS, AUP or the Customer Agreement periodically. If it does, it will post new versions at www.agrivalleyservices.com. AVS will use reasonable efforts to make Subscribers aware of any changes, which may include sending e-mail announcements or posting information on the AVS Web site. Revised versions are effective immediately upon posting. Subscriber's continued use of the Service shall be considered acceptance to any revised AUP or related policies. Accordingly, Subscribers should read any AVS announcements they receive, regularly visit the AVS website (www.agrivalleyservices.com), and review the listed policies to ensure that their activities conform to the most recent version. Subscribers may send questions regarding the TOS, AUP or the Customer Agreement and report violations of them, to Support@avci.net. If Subscriber does not agree to revisions or to any of the terms in updated versions, Subscriber's only remedy is to cancel Subscriber's account.

I. PROHIBITED USES AND ACTIVITIES

WHAT USES AND ACTIVITIES DOES AVS PROHIBIT?

This Policy prohibits using the Service for illegal actions, actions that infringe the rights of others, and actions that interfere with or diminish the use and enjoyment of the Service by others.

Prohibited acts also include, but are not limited to, using the Service or Equipment to do any of the following:

A. Prohibited Uses:

Unless specifically outlined by your rate plan as permitted, prohibited uses include, but are not limited to, using Services; (i) for any activity that adversely affects the ability of other people or systems to use either the Services or other parties' Internet-based resources including, but not limited to excessive consumption of network or system resources (whether intentional or unintentional) and "denial of service" (DoS) attacks against another network host or individual user and (ii) interference with or disruption of other network users, network services or network equipment.

AVS reserves the right to (i) limit throughput or amount of data transferred, deny Service and/or terminate Service, without notice, to anyone it believes is using the Service in any manner prohibited above or whose usage adversely impacts its network or service levels and (ii) protect its network from harm, which may impact legitimate data flows.

You may not send solicitations to AVS subscribers without their consent. You may not use the Services other than as intended by AVS and per applicable law. Plans are for individual use only and are not for resale.

B. Unsupported Uses:

Unless specifically outlined by your rate plan as permitted, unsupported uses include, but are not limited to, using Services (i) as a medium to distribute mass, unsolicited or otherwise unlawful mail and/or content; and (ii) for Voice over IP. Service is not intended to provide full-time connections, and the Service may be discontinued after a significant period of inactivity or after sessions of excessive usage, which AVS may determine in its sole and complete discretion.

C. Conduct and Information Restrictions

Unless specifically outlined by your rate plan as permitted, unsupported uses include, but are not limited to, using Services to:

- 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, including third party rights under U.S. Copyright law, 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;
- allow Customer 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;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software, or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any 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 that 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 collecting very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting; use software (including “spyware”) designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- falsify, alter or remove message headers;
- falsify references to AVS 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; or
- engage in any conduct that is harmful to AVS’s network.

D. Technical Restrictions

Unless specifically outlined by your rate plan as permitted, unsupported uses include, but are not limited to, using Services to:

- 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 to compromise 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; copy, distribute, or sublicense any proprietary software provide in connection with the Service by AVS or any third party, except that you may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software (cracks);
- use or run dedicated, stand –alone equipment or server from the Premises local area network (“Premises LAN”), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, Web hosting, file sharing and proxy services and servers;
- 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 AVS equipment or permit any other person to do the same who AVS has not authorized;

E. Network and Usage Restrictions

Unless specifically outlined by your rate plan as permitted, unsupported uses include, but are not limited to, using Services to:

- use the Service for any purpose other than personal and non-commercial residential use;
- use the Service for operation as an Internet service provider or for any business, other legal entity, or organization purpose (whether or not for profit);
- interfere with the ability of any other person 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 that contains a worm, virus, or other harmful feature;
- generating levels of traffic sufficient to impede others’ ability to use, send, or retrieve information;
- disrupt or cause a performance degradation to the Service or any AVS (or AVS supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any AVS (or AVS supplier) 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;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host; and

- access and use 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 such a plan is available.

II. SUBSCRIBER CONDUCT AND FEATURES OF THE SERVICE

WHAT OBLIGATIONS DO I HAVE UNDER THIS POLICY?

Subscriber is responsible for Subscriber’s own compliance with this Policy. Subscriber is also responsible for any use or misuse of the Service that violates this Policy – even if it was committed by someone else with access to Subscriber’s Services account. Subscriber must take steps to ensure that others do not use Subscriber’s account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of Subscriber’s 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.

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

HOW DOES AVS ADDRESS INAPPROPRIATE CONTENT AND TRANSMISSIONS?

AVS may refuse to transmit or post, and may remove or block, any information that it believes violates this Policy or that it believes is harmful to AVS’s network or Subscribers using the Service, regardless of whether this material or its dissemination is unlawful. Neither AVS nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions as well as materials available on the Personal Web Pages and Online Storage features) made using the Service. However, AVS and its affiliates, suppliers, and agents have the right to monitor its network and transmissions and postings made over its network from time to time for violations of this Policy, and upon a finding of a Policy violation, may disclose, block, or remove them in accordance with this Policy, the Terms of Service, the Customer Agreement, and applicable law – and may also terminate the Subscriber’s account. AVS also has rights in case of a violation as set out in the Terms of Service.

III. NETWORK MANAGEMENT AND USE LIMITS

WHY AND HOW DOES AVS MANAGE ITS NETWORK?

AVS manages its network so it can deliver the best possible broadband Internet experience to all of its subscribers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential to promote Subscribers’ use and enjoyment of the Internet. AVS measures and monitors network performance and the performance of Subscriber’s Internet connection.

As to how we manage the network, we use reasonable network management practices that are consistent with industry standards, always trying to be minimally intrusive. And just as the Internet changes and evolves, so too will our network management practices so that we can address the on-going challenges on the Internet. AVS may access and record information about your computer, device and Equipment’s profile and settings. Subscriber agrees to permit AVS access to its computers, devices, and Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service.

The need to engage in network management is not limited to AVS. All large internet service providers manage their networks and many of them use the same or similar methods that AVS does. If AVS didn’t manage its network, you would be subject to the negative effects of spam, viruses, security attacks, network congestion and other risks and degradations of service. By engaging in responsible network management AVS can deliver the best possible broadband internet experience to all of its customers.

ARE THERE RESTRICTIONS ON DATA CONSUMPTION THAT APPLY TO THE SERVICE?

Yes. AVS provides versions of Service with different data consumption thresholds and data consumption limits may apply based on what plan you have. Excessive usage could result in reduced download and upload speeds. For the specifics of the plan you are on, please see www.agrivalleyservices.com.

The Service is for personal, residential and limited commercial use only. AVS may 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. 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 person’s use of the Service, nor represent (as determined by AVS 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 AVS’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 violates this Policy.

AVS may also provide versions of the Service with different speed and data consumption limitations, among other characteristics.

IV. VIOLATION OF THIS ACCEPTABLE USE POLICY

WHAT HAPPENS IF A SUBSCRIBER VIOLATES THIS POLICY?

AVS may immediately suspend or terminate Subscriber’s Service account and terminate the Customer Agreement if Subscriber violates the TOS, AUP or the Customer Agreement.

WHAT IS OUR COPYRIGHT INFRINGEMENT POLICY?

AVS respects the intellectual property rights of third parties. Subscriber may not store any material or use Services or Equipment in any manner that constitutes an infringement of third party intellectual property rights, including under U.S. Copyright Law. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of AVS to suspend or terminate, in appropriate circumstances, Services provided to Subscriber or any account that is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights. AVS reserves the right to suspend, terminate or take action regarding the Services of any Subscriber or account if AVS, in its sole judgment, believes that circumstances relating to an infringement of third party intellectual property rights warrants such action. If you believe that copyright materials have been used in violation of this policy or otherwise been made available via the Services in a manner that is not authorized by the copyright owner, its agent or the law, please provide the following information to AVS:

1. name, address, telephone number, email address and electronic or physical signature of the copyright owner or the person authorized to act on his/her behalf;
2. description of the copyright work claimed to be infringed;
3. description of where the material you claim is infringing is located;
4. written statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
5. statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner authorized to act on the copyright owner’s behalf.

These requirements must be followed to give AVS legally sufficient notice of the infringement. Send copyright infringement complaints to:

- the attention of: Copyright Agent
- via email to: Support@avci.net
- via fax to 989-453-7393; or

- via United States mail service to: Copyright Agent, Box 650, Pigeon, MI 48755.

HOW DOES AVS ENFORCE THIS POLICY?

AVS 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 an effort to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. AVS has no obligation to monitor the Service or the network. But AVS may monitor bandwidth, usage, transmissions, and content to, among other things, operate the Service; identify violations of this Policy; or protect the network, the Service and AVS users.

Before pursuing suspension or termination and where practicable, AVS prefers to inform Subscribers of inappropriate activities and give them a reasonable period of time in which to take corrective action. AVS also prefers to have Subscribers directly resolve any disputes or disagreements they may have with others, whether Subscribers or not, without AVS's intervention. However, if the Service is used in a way that AVS believes violates the TOS or AUP, AVS may take any decisive, responsive actions it deems appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any part of the Service. Neither AVS nor its affiliates, suppliers or agents will have any liability for any of these responsive actions. These actions are not AVS's exclusive remedies; AVS may take any other legal or technical actions it deems appropriate with or without notice.

AVS reserves the right to investigate suspected violations of the TOS or AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material and data on AVS's servers and network. During an investigation, AVS may suspend the account or accounts involved and remove or block material that potentially violates the TOS or AUP. Subscriber expressly authorizes and consents to AVS 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 Subscriber's Service account, AVS is authorized to delete any files, programs, data, e-mail and other messages associated with Subscriber's account (and any secondary accounts).

The failure of AVS or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. Subscriber agrees 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. Subscriber agrees to indemnify, defend and hold harmless AVS and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation Subscriber commits of this Policy, the TOS, and the Customer Agreement. Subscriber's indemnification will survive any termination of the Customer Agreement.

Last Revised and Effective: January 26, 2017

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