

HDD Broadband, Inc. Acceptable Use Policy

This Acceptable Use Policy (“AUP”) applies to HDD Broadband, Inc. (“HDD” or “Company”) broadband internet and telephone services (“Services”) and any equipment that is owned and provided by HDD (“HDD Equipment”) in connection with the Services provided to the subscriber of record as shown on the HDD bill (collectively “Subscriber”, “you” or “your”). This Policy is designed to require Subscribers to use the Services responsibly and to enable HDD to provide secure, reliable, and functional Services. If you use or otherwise accept any Services or HDD Equipment, you agree to comply with this Policy and be bound by its terms. It is the Subscriber’s sole responsibility to ensure that other users of their Services and HDD Equipment understand and comply with this Policy.

General Conduct

The Services and HDD Equipment may be used only for lawful purposes. Subscriber may not use the Services or HDD Equipment in order to create, transmit, or store any information, data or material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others, (c) that will unlawfully violate the privacy, publicity, or other personal rights of others, or (d) that is illegal or contains a virus, worm, or other malware.

Subscriber may not use the Services and/or HDD Equipment in any way that violates applicable federal, state, or local laws or regulations or in a way that could be reasonably expected to adversely impact the Services or deny or limit the full, intended use of the Services by others.

You are also subject to the acceptable use policies, as amended from time to time, of any third-party provider of services to HDD.

Subscriber and/or User Responsibility for Content

HDD does not assume any responsibility, control, oversight, or other interest in the E-mail messages, websites, content or any other data (in any form) of its Subscribers, whether such data and information is stored in, contained on, or transmitted over property, equipment or facilities of HDD. The Subscriber and/or User is and shall remain solely responsible for such data and information.

Regarding E-mail Use

Subscriber and/or Users may not send unsolicited E-mail messages including, without limitation, bulk commercial advertising or informational announcements (“spam”) in a way that could be reasonably expected to adversely impact the Services, including, without limitation, using an E-mail account on the HDD Network to send spam, or using the service of another provider to send spam or to promote a site hosted on or connected to the Services. In addition, Subscribers and/or Users may not use the Services in order to (a) send E-mail messages which are excessive and/or intended to harass others, (b)

continue to send E-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send E-mail with forged packet header information, (d) send malicious E-mail, including, without limitation, "mail bombing," (e) send E-mail messages in a manner that violates the use policies of any other internet service provider.

Regarding Forum Posts and Blogs

Subscribers and/or Users who post messages to internet forums or who blog are responsible for becoming familiar and complying with any terms and conditions or other requirements governing use of such forums or blogs. Regardless of such policies, Subscribers and/or Users may not (a) post the same message, or a series of similar messages, to one or more forum or newsgroup (excessive cross-posting, multiple-posting, or spamming), (b) cancel or supersede posts not originally posted by such User, unless such Subscriber or User does so in the course of his/her duties as an official moderator, (c) post any message with forged packet header information, or (d) post messages that are excessive and/or intended to annoy or harass others, including, without limitation, chain letters.

Copyright Infringement

HDD is registered with the United States Copyright Office under the Digital Millennium Copyright Act of 1998 ("DMCA"); see 17 U.S.C. § 512. HMPL respects the intellectual property rights of others. Subscribers may not use the Services in any manner that infringes upon the copyrights or other intellectual property rights of others. In accordance with the DMCA and other applicable laws, HDD maintains a DMCA Policy that provides for the suspension, or termination in appropriate circumstances, of Subscribers who are repeat copyright infringers.

System and Network Security

Subscribers and/or Users are prohibited from violating or attempting to violate the security of HDD, including, without limitation, (a) accessing data not intended for such Subscriber or User or logging into a server or account which such Subscriber or User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, flooding, mail bombing or crashing, (d) forging any packet header or any part of the header information in any E-mail or newsgroup posting, or (e) taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. We may investigate occurrences that may involve such violations, and we may involve and cooperate with law enforcement authorities in prosecuting Subscribers and/or Users who are alleged to be involved in such violations.

Suspension or Termination

Any Subscriber which HDD determines, in its sole discretion, to have violated any element of this AUP shall receive a written warning, and may be subject at our discretion to a

temporary suspension of service pending such Subscriber's agreement in writing to refrain from any further violations; provided that HDD may immediately suspend or terminate such service without issuing such a warning if HDD, in its sole discretion deems such action necessary. If we determine that a Subscriber has committed a second violation of any element of this AUP, such Subscriber shall be subject to immediate suspension or termination of service without further notice, and we may take such further action as we determine to be appropriate under the circumstances to eliminate or preclude such violation. HDD shall not be liable for any damage of any nature suffered by any Subscriber, User, or any third party resulting in whole or in part from HDD's exercise of its rights under this AUP.

Service Monitoring

HDD has no obligation to monitor the services but may do so and disclose information regarding the use of the services for any reason if we, in our sole discretion, believe that it is reasonable to do so, including to satisfy laws, regulations, or other governmental or legal requirements or requests; to operate the services properly, or to protect itself and its subscribers. HDD does monitor for "Red Flags" to prevent identity theft and fraud.

Privacy

Any User or Subscriber interacting with our site and providing HDD with name, address, telephone number, E-mail address, domain name or URL or any other personally identifiable information permits HDD to use such information for commercial purposes of its own, including contacting Users and/or Subscribers about products and services which may be of interest. All information concerning our users and/or Subscribers shall be kept in accordance with the HDD then-applicable Privacy Policy and the requirements of applicable law.

No Waiver/Severability

Any failure of HDD to enforce this Policy shall not be construed as a waiver of any right to do so at any time. If any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law, and any remaining portions will remain in full force and effect.

HDD reserves the right to modify this Acceptable Use Policy at any time. We will notify you of any material changes via written, electronic, or other means permitted by law, including by posting it on our website. If you find the changes unacceptable, you have the right to cancel the Services. If you continue to use the Services after receiving notice of such changes, we will consider that as your acceptance of the changes.

Version 1 Effective: July 1, 2023