

**BLUEBIRD BROADBAND SERVICES, L.L.C.**  
**Acceptable Use Policy**  
**(“AUP”)**

Bluebird Broadband Services, L.L.C. (“Bluebird”) may modify, amend or revise this AUP for its wireless Internet service (“Service”) without prior notice, by posting the modified, amended or revised version of the AUP on its website at <http://www.bluebirdwireless.com>. In the event of a conflict between the AUP and the Bluebird Broadband Services Agreement between Bluebird and Customer (“Agreement”), the AUP will govern. Questions and/or complaints of violations of the AUP should be made to Bluebird at [customerservice@bluebirdwireless.com](mailto:customerservice@bluebirdwireless.com). A purchaser of Service from Bluebird is referred to as a “Customer” herein. The AUP is incorporated into the Agreement by reference.

By use of the Service, a Customer, or user who is not a Customer, agrees to abide by the AUP together with any rules or restrictions that may be posted on Bluebird’s website. The AUP is in addition to the restrictions and requirements of the Agreement. Capitalized terms used in the AUP not defined herein have the meaning given to them in the Agreement.

Customer and any users agree that if any portion of this AUP is held invalid or unenforceable, that portion may be rewritten or construed by a court of competent jurisdiction so as to be effective to the extent applicable law allows. If necessary, such portion may be severed, but all remaining portions shall remain in full force and effect.

**IF FOR ANY REASON CUSTOMERS, ANY OTHER PERSONS WHO HAVE ACCESS TO THE SERVICE (“YOU” OR “YOUR”) OR OTHER USERS CANNOT AGREE OR WILL NOT AGREE TO ABIDE BY THE AUP, DO NOT USE THE SERVICE. NOTIFY BLUEBIRD IMMEDIATELY AT CUSTOMER SERVICE AT [CUSTOMERSERVICE@BLUEBIRDWIRELESS.COM](mailto:CUSTOMERSERVICE@BLUEBIRDWIRELESS.COM).**

It is Your responsibility to secure Your computer equipment so that it shall not be vulnerable to spam, viruses or other security threats.

Bluebird has the right to immediately terminate Service and suspend or terminate the Agreement if You engage in any of the prohibited uses or violate any law, ordinance, rule or regulation.

The purpose of the AUP is to enhance use of the Internet by preventing unacceptable use. All users of Service must comply with this AUP. Bluebird does not actively monitor, censor, or directly control any information that is stored or transmitted through the Service. Bluebird does not exercise editorial control over any content or uses of Service except for its proprietary websites. Bluebird does, however, reserve the right to delete from its system any material that, at Bluebird’s sole discretion, it believes may be illegal, may subject Bluebird to liability or may violate this AUP. Violation of the AUP may result in any of the actions listed in Section 6. below in addition to suspension or termination of Service. Bluebird expressly reserves all rights it may have to take any

other action it deems necessary under law, the Agreement or this AUP. You remain solely liable for any misuse of Service, or violation of the Agreement or violation of the AUP that originates from Your account, even actions committed by any friend, family, co-worker, employee, guest or other person with authorized or unauthorized access to Your account. It is Your responsibility to assure that other persons not gain unauthorized access to Your Service.

1. Preliminary Matters.

- 1.1 The AUP is designed to assure to Bluebird's Customers that Bluebird provides its Customers with superior Internet service. Bluebird believes that the restrictions of the AUP balance fairly individual rights and rights and responsibilities of the public at large.
- 1.2 Customers are responsible for making certain that their accounts for use of Service comply with the Agreement and AUP.
- 1.3 Bluebird reserves the right to investigate any violation or alleged violation of the AUP which right to investigate shall include the right to examine any information or material on Bluebird's servers. You consent to this examination of your information in connection with an investigation.
- 1.4 Bluebird may, but does not actively monitor Your use of the Service or exercise any control over the content posted on or through the Service. You are required to govern Yourself to protect the integrity of the Service by reporting violations of the AUP to [customerservice@bluebirdwireless.com](mailto:customerservice@bluebirdwireless.com)
- 1.5 Bluebird has the right to remove any content or records of a Customer, Bluebird, in its sole discretion, deems to violate the AUP.
- 1.6 Although Bluebird shall have the right to investigate violations of this AUP and any other Bluebird policies, Bluebird does not assume and shall not have liability to You for any failure to enforce the terms of the AUP. Any failure to enforce the AUP shall not be construed as a waiver of the right to do so.
- 1.7 Bluebird reserves the right to investigate suspected violations of this AUP which investigation may include gathering information from You or others and the complaining party, if any, and an examination of material on Bluebird's servers and networks. During that investigation, Bluebird may suspend Your account or block material that may violate this AUP. You authorize Bluebird to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce the AUP. You consent to and are aware that this cooperation may include Bluebird providing personally identifiable information to law

enforcement or system administrators, including but not limited to, Your user name and other account information. Bluebird may cooperate with law enforcement officials or others in the investigation of any suspected or alleged crime or civil law involving the Service.

2. Prohibited Uses. The following uses of the Service are prohibited:
  - a. Transmitting any material that, intentionally or unintentionally, violates any applicable law, ordinance, rule or regulation.
  - b. Harming or attempting to harm minors in any way.
  - c. Transmitting any material that threatens or encourages bodily harm or destruction of property or which may be harassing or intimidating conduct toward another person.
  - d. Disseminating or posting harmful content including without limitation, viruses, trojan horses, worms, timebombs, zombies, cancelbots, or any other computer programming routines or activities or devices that may damage, interfere with, secretly intercept or receive any system program data or personal information, making fraudulent offers to sell, buy products, schemes or services or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes” and “chain letters.”
  - e. Forging or altering any email header, packet header, or any part of the message header.
  - f. Transmitting any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email regardless of whether or not that email is commercial or prohibited.
  - g. Accessing or attempting to access the accounts of others or to penetrate or attempt to penetrate security measures of Bluebird’s or any other entity’s computer software or hardware, electronic communication system or telecommunication system, whether or not the intrusion results in the corruption or loss of data or any other damage.
  - h. Infringing intellectual property rights or other proprietary rights including but not limited to material protected by copyright, trademark, patent, trade secrets, or other proprietary rights of any third party.
  - i. Collecting or attempting to collect personal information about third parties without their knowledge or consent.

- j. Reselling Service.
  - k. Posting or sending software or other technical information in violation of the United States export laws.
  - l. Engaging in any activity that adversely affects the ability of other people or systems to use the Service or the Internet. This includes “denial of service” attacks against other network hosts or individual user. Interference with or disruption of other network users, network services or network equipment, whether intentional or unintentional, is prohibited.
  - m. Using a personal account for high volume or commercial use. You may stay connected so long as You are actively using this connection for email newsgroups, file transfers, Internet, games, and browsing the World Wide Web. Bluebird maintains the right to terminate any users connection following an extended period of inactivity which period shall be that determined by Bluebird. Pinging is expressly prohibited.
  - n. Sending numerous copies of the same or substantially similar message or very large messages or files to recipients with the intent to disrupt a server or account or the Service. Sending emails to any person who asks to stop receiving email from You.
  - o. Using the Service to collect replies to messages sent from another Internet service provider.
3. Websites.
- 3.1 Bluebird provides storage space and access for websites.
  - 3.2 You are responsible for any information contained on your website. If complaints are received regarding language, content, or graphics contained on your website, Bluebird may, at its sole discretion, remove the website and terminate your web hosting service.
  - 3.3 You may not use your website to publish material which Bluebird, in its sole discretion, determines to be unlawful, indecent, or objectionable.
    - a. Unlawful content is that which violates any law, statute, treaty, regulation or lawful order, including but not limited to obscene, defamatory, fraudulent or deceptive material and threatening, intimidating, harassing, statements or material, particularly materials violating the privacy rights or intellectual property rights of others.

- 3.4 Indecent content is that which depicts sexual or excretory activities.
- 3.5 Objectionable content is otherwise legal content which Bluebird determines, its sole discretion, it does not want to be associated with.

4. Security.

- 4.1 You are responsible for the security of your computer software, hardware and network and service. Therefore:
  - a. You must adopt adequate security measures to prevent or minimize unauthorized use of your account, including but not limited to spam filters and virus protection devices.
  - b. You may not attempt to circumvent, user authentication or security of any network or account. This includes but is not limited to accessing data not intended to be viewed, logging into or making use of a server or account or program you are not expressly authorized to access or attacking the security of any network. Use or distribution of tools designed for compromising security is prohibited.
  - c. You may not attempt to interfere with Service to any user, host or network in a “denial of service” attack. This includes but is not limited to flooding of networks or attempts to overload a server or network and attempts to crash a host.
  - d. Users who violate systems or networks security may be liable, civilly or criminally. Bluebird will cooperate fully with investigations of violations of systems or networks security to other sites including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

5. Network Performance.

- 5.1 Excessive use or abuse of the Service in a manner which impairs the Service performance for others is prohibited by this AUP and may result in the termination of Your Agreement.
- 5.2 You are prohibited from excessive consumption of resources including CPU time, memory, disk space, broadband width, and session time. You may not use resource-intensive programs which negatively impact other customers or the performance of Bluebird’s systems or networks. Bluebird reserves the right to terminate or limit such activities. If Your Agreement includes a

limitation on any such use, exceeding those limits shall be violation of the AUP.

6. Violation of the AUP and Rights of Bluebird.

6.1 Bluebird may take any one or more of the following actions in response to complaints about Your use of the Service and violation of the Agreement or the AUP:

- a. Issues warnings, written or verbal;
- b. Suspend Your account to use the Services;
- c. Terminate Your account to use the Services;
- d. Bring legal action to enjoin violations and/or to collect damages, if any, caused by Your violations;
- e. You agree that violation of this AUP by You will result in irreparable harm to Bluebird and therefore You consent to injunctive relief to enjoin Your violation of this AUP, which injunction may be issued without security.

6.2 Bluebird may access, use and disclose information regarding your use of the Service to (1) enforce or apply Your Agreement; (2) initiate, render, bill and collect for the Service; (3) protect Bluebird's rights or property and those of other customers or users; (4) protect users of the Service and other carriers from fraudulent, abusive, or unlawful use of or subscription to the Service.

7. Waiver. If Bluebird for any reason does not choose to enforce any portion of the AUP or Agreement, that shall not be construed as a waiver of its right to do so at any time.

8. Indemnity. You agree to indemnify, defend and hold harmless Bluebird and its affiliates, agents, employees, managers, members and representatives against any and all claims and expenses (including but not limited to a reasonable attorneys fee) resulting from Your engaging in any of the prohibited activities listed in this AUP. Your indemnification shall survive the termination of this AUP.