



Southern Fiber Worx, LLC Acceptable Use Policy

The following Southern Fiber Worx, LLC (“SFW”) Acceptable Use Policy (“AUP”) applies to all customers of SFW Internet access services including Wi-Fi services (“Service”) and is intended to provide all SFW customers with the best customer Internet access experience possible. This AUP is one of the SFW policies incorporated into the Terms of Service Agreement for Southern Fiber Worx, LLC Business Internet Access and Voice Telephone Services (“Agreement”).

1. **Restrictions on Use of Service.** SFW reserves the right in its sole discretion to deny, restrict, or immediately terminate your Service, if the use of your Service by you or anyone using it: violates the Agreement, including but not limited to this AUP, or other SFW policies; is objectionable or unlawful; infringes on the rights of others; and/or interferes with the functioning, enjoyment, or use of the Internet or the SFW network by SFW or other Internet or SFW network users.

2. **Conduct Constituting AUP Violations.** The following are nonexclusive examples of conduct which constitute AUP violations and may lead to suspension and/or termination of your Service:

(a) conduct undertaken for any unlawful purpose, including but 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 others, or which incites or encourages others to engage in a criminal offense, or violates any local, state, federal or other law, order or regulation;

(b) posting, storing, sending, transmitting, or disseminating any information or material that a reasonable person could deem to be unlawful;

(c) any action or conduct or attempt: to access without permission or right the accounts or computer systems of others; to spoof the URL, DNS or IP addresses of SFW or any other person or entity; and/or to penetrate the security measures of SFW or any other person’s computer system;

(d) transmitting uninvited communications, data or information, or engaging in other similar activities, including but not limited to “spamming” (e.g., transmitting unsolicited bulk or commercial messages or generating excessive amounts of email or other Internet traffic), “trolling” (e.g., posting on message boards, chat rooms or social networking sites inflammatory, extraneous, or off-topic messages to sow discord or unrest or for other purposes), or denial of service attacks;

(e) intercepting, interfering with, and/or redirecting email or other transmissions sent by or to others persons or entities;

(f) introducing viruses, worms, harmful code, and/or “Trojan horses” on the Internet or on SFW’s network;

(g) engaging in conduct that is defamatory, fraudulent, obscene or deceptive;

(h) using the Service to violate any rule, policy or guideline of SFW;

(i) using the Service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism;

(j) downloading or using the Service in Cuba, Iran, North Korea, Sudan, Syria and/or any other E:1 Country per Department of Commerce designation; and/or

(k) violating SFW's or any third party's copyright, trademark, proprietary or other intellectual property rights.

3. Network and Congestion Management

SFW must manage its network to deliver the maximum customer experience to SFW’s customers. Network management also ensures the equal opportunity for all of SFW’s customers to use and enjoy the Internet and SFW’s network. SFW’s network management practices conform to standard industry norms, standards, and practices. SFW manages its network in the least intrusive manner possible. Absent responsible network management by SFW, SFW customers would be at risk of adverse impacts from spam, trolling, viruses, security attacks, network congestion, and other common adverse network impacts.

SFW’s management tools are carefully tailored to address the most common network risks. SFW shares our customers’ concerns about these risks and proactively preempts them by making reasonable efforts: to identify and prevent spam; to identify and prevent malware, malicious Internet traffic, and the distribution of harmful viruses and similar degrading content; identifying and adopting other tools as required in order to ensure your maximally satisfying customer Internet access experience.

SFW’s Internet Access network is a shared network where customers may at times share both upstream and downstream bandwidth with their neighbors. SFW offers extensive bandwidth but there is always the possibility of network congestion. In those cases where a small number of customers in an area place unusual and disproportionate demands on network bandwidth, congestion could result for all users in that area. SFW will address such congestion according to its best good faith congestion management practices in order to provide a positive Internet experience where all customers obtain a fair and proportionate share of bandwidth across the SFW network.

When SFW detects that an area of its network is approaching a state of congestion, SFW will manage its network to ensure that all customers have a fair share of access to the network. SFW will first identify which customer accounts are using the greatest amounts of bandwidth. SFW will then temporarily manage the Internet traffic of such customers up until such time as the identified network congestion passes. Customers affected will still be able to engage in the same activities online but managed customers could experience, for example, longer times to download or upload files, and/or a slower experience surfing the Internet or playing games online.

SFW does not focus on particular content or applications of any particular customer but on the heaviest real-time users, so customers should expect that congestion periods are likely to be short-lived. The impacts of SFW's congestion management practices will be temporary. They relate to real-time congestion and not to any particular customer's aggregate monthly data usage.

SFW congestion management does not target particular applications or content and focuses solely on recent network conditions. To the extent SFW refine or change our congestion management practices, we will notify our customers of any such changes. We are always working to improve our network and our network management practices to minimize congestion on the network for all SFW customers.

4. SFW Enforcement of this Acceptable Use Policy

SFW reserves the right immediately to suspend or terminate your business' Service, your Service account, and the Agreement if you violate the terms of this Policy or the Agreement. However, SFW prefers to inform customers of activities that violate this AUP and provide them with an opportunity to rectify those violations.

However, if the Service is used in a way that SFW or its suppliers in our sole discretion believe violates this AUP, SFW may take any responsive actions we deem necessary with or without customer notice. This could include temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of the Service. Neither SFW nor its affiliates, suppliers, or agents will have any liability for any actions taken to enforce this AUP and such actions are SFW's exclusive remedy. SFW may take any and all other actions as it deems appropriate to enforce this policy, with or without customer notice.

SFW does not routinely monitor the activity of individual Service accounts for violations of this Policy. SFW does however respond and take action if it becomes aware of inappropriate use of the Service. SFW has no obligation to monitor the Service and/or the network. However, SFW and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to operate the Service; identify violations of this Policy; and/or protect the network, the Service, the Internet, and SFW customers.

When it becomes necessary, SFW reserves the right to investigate suspected violations of this AUP, which could include gathering information from any and all customers involved and, if applicable, the complaining party, if any, and the examination by SFW of material on SFW's

servers and network. During such an investigation, SFW reserves the right to suspend the implicated account(s) and/or remove or block material that violates this AUP. By agreeing to this AUP, you expressly authorize and consent to SFW and its suppliers cooperating with law enforcement in any investigation of suspected legal or AUP violations. You also consent to SFW cooperating with system administrators at other ISPs or other network or computing facilities in order to enforce this AUP. Upon termination of your Service account, SFW is authorized to delete any files, programs, data, email, and/or other messages associated with your account (and any secondary accounts).

The failure of SFW or its suppliers to enforce any aspect of this AUP shall not be construed as a waiver of any right to do so in the future. You also agree that if any portion of this AUP is held invalid or unenforceable, the remaining portions shall remain in full force and effect.

Your business agrees to indemnify, defend and hold harmless SFW and its affiliates, suppliers, and agents against all claims and expenses, including but not limited to reasonable attorney fees, that might result from any violation of this AUP. Such indemnification shall survive any termination of the Agreement.

5. Copyright Infringement

SFW is committed to complying with U.S. copyright and related laws, and requires all SFW customers of the Service to comply with these laws. You may not store any material or content on, or disseminate any material or content over, the Service, or use SFW's network or servers, in any manner that constitutes an infringement of third party intellectual property rights, including any and all rights granted by U.S. copyright law. SFW complies with the Digital Millennium Copyright Act of 1998 ("DMCA") by providing a process for copyright owners to communicate information about alleged infringements to SFW and for SFW to inform our customers about them. You may receive notices under the DMCA if a copyright owner identifies your Service account as having been used in connection with acts of alleged copyright infringement.

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 DMCA to report alleged infringements. It is SFW's policy to comply with the DMCA and other applicable laws and to reserve the right to terminate the Service provided to any SFW customer either found to infringe third party copyright or other intellectual property rights, including but not limited to repeat infringers, or who SFW in its sole discretion believes is infringing these rights. SFW may terminate the Service at any time with or without notice for any affected SFW customer.

Copyright owners may report alleged infringements of their works that are stored on the Service or the Web Hosting Services by sending SFW's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon SFW's receipt of a satisfactory notice of claimed infringement for these works, SFW will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Web Hosting Services or (ii) disable access to the work(s). SFW 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 SFW a notification of claimed infringement to report alleged infringements of their works under the DMCA to:

Southern Fiber Worx, LLC
1216 East 13th Avenue
Cordele, Georgia 31015
Attention: David Herlovich
Ph: (229) 273-1484
Fax: (229) 271-6631
E-mail: Herlovichd@gmail.com

Copyright owners are entitled to 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 SFW, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If you receive a DMCA notification of alleged infringement and it believes that the allegedly infringing works have been removed or blocked by mistake, then your business may send a counter-notification to SFW. Upon SFW's receipt of such a counter-notification that satisfies the requirements of the DMCA, SFW will provide a copy of such 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 SFW 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 SFW'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.

If you have questions, concerns, or suggestions related to our Acceptable Use Policy, please do not hesitate to contact us at:

Southern Fiber Worx, LLC
1216 E 13th Ave
Cordele, GA 31015
229-271-7925

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