

Dunn Vision Telecom - Acceptable Use Policy

Please direct any questions or comments regarding this Acceptable Use Policy (“**AUP**”) and complaints of violations of this AUP by subscribers to **abuse@dunnvision.com**. Except where otherwise indicated, “**you**” and “**your**” means you and every person who uses the Services through your account.

Introduction

This AUP is designed to help protect Dunn Vision Telecom, its customers, and the general public from abusive or illegal activities. When using our services, the Equipment, and any products, content, applications or services in conjunction with the Services or Equipment, you must comply with all applicable laws, and our policies, rules and limits including this AUP. This AUP supplements and is incorporated into the Dunn Vision Telecom Terms of Service (the “**Terms**”), which accompanies this AUP. It is also available at **<http://dunnvision.com/customer-policies>**. Unless otherwise defined in this AUP, defined terms have the meanings given to them in the Terms. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND THIS AUP, AS AMENDED FROM TIME TO TIME, YOU SHOULD IMMEDIATELY STOP USING THE SERVICES AND NOTIFY DUNN VISION TELECOM THAT YOU ARE TERMINATING THE SERVICES.**

Prohibited Activities

Without limitation, you may not use (or allow anyone else to use) our Services to:

- (i) use, possess, post, upload, transmit, disseminate or otherwise make available content that is unlawful or violates the copyright or other intellectual property rights of others (as described in more detail below);
- (ii) participate in any illegal soliciting or gaming schemes;
- (iii) participate in any fraudulent or illegal activities;
- (iv) manipulate identifiers (e.g. license numbers) in order to disguise the origin of any content transmitted through the Services;
- (v) attempt to use the Services in such a manner so as to avoid incurring charges for usage;
- (vi) participate in any fraudulent activities, including impersonating any person or entity or forging anyone else’s digital or manual signature. You assume all risks regarding the determination of whether material is in the public domain;
- (vii) invade another person’s privacy, collect or store personal data about other users, or stalk or harass another person or entity;
- (viii) access any computer, software, data or any confidential, copyright-protected or patent-protected material of any other person, without the knowledge and consent of that person;
- (ix) upload, post, publish, deface, modify, transmit, reproduce, distribute in any way or otherwise make available information, software or other material protected by copyright or other proprietary or contractual right (such as a non-disclosure agreement) or related derivative works, without obtaining permission of the copyright owner or right holder;

- (x) use, reproduce, distribute, sell, resell or otherwise exploit the Services or content we provide or which you obtain through the Services for any commercial purposes;
- (xi) copy, distribute, sub-license or otherwise make available any software or content we provide or make available to you or which you obtain through the Services, except as authorized by us in writing;
- (xii) alter, reproduce, or tamper with the Services or any function, component or identifier of your Equipment, such as the Electronic Serial Number (ESN);
- (xiii) restrict, inhibit or interfere with the ability of any person to access, use or enjoy the Services or any Equipment used to connect to the Services including, without limitation, using the Services in an abusive manner in connection with any packages, options or promotions;
- (xiv) restrict, inhibit, disrupt or impede our ability to monitor or deliver the Services, any transmissions or data;
- (xv) use the Services for anything other than your own agreed upon use (such as reselling the Services or providing any other feature of the Services to any third party) or share or transfer your Services without our express consent;
- (xvi) impersonate any person or entity, including, without limitation, a Dunn Vision Telecom official, or falsely state or otherwise misrepresent your affiliation with a person or entity;

Unlawful or Inappropriate Content

Any Dunn Vision Telecom Party reserves the right to move, remove or refuse to post any content, in whole or in part, that it, in its sole discretion, decides is unacceptable, undesirable or in violation of the Terms or this AUP. This includes, without limitation:

- (i) obscene, profane, pornographic content;
- (ii) defamatory, fraudulent or deceptive statements;
- (iii) threatening, intimidating, abusive or harassing statements;
- (iv) content that violates the privacy rights or intellectual property rights of others;
- (v) content that unlawfully promotes or incites hatred;
- (vi) content that is otherwise offensive or objectionable; or
- (vii) any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any municipal, provincial, federal or international law, order or regulation.

For purposes of this AUP, “**content**” refers to all forms of communications including, without limitation, text, graphics (including photographs, illustrations, images, drawings, logos), executable programs, audiovisual recordings, and audio recordings.

Security

As set out above, you are responsible for any misuse of the Services, by you or by any other person with access to the Services through your Equipment or your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Services

through any means, including, without limitation, wireless networking and wired networking. The Services may not be used to breach the security of another user or to attempt to gain access to any other person's equipment, software or data, without the knowledge and consent of such person. Additionally, the Services may not be used in any attempt to circumvent the user authentication or security of any host, network, or account, including, without limitation, accessing data not intended for you, logging into or making use of an account you are not expressly authorized to access. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools is prohibited. You may not disrupt the Services.

The transmission or dissemination of any information or software that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, Dunn Vision Telecom recommends against enabling file or printer sharing of any sort. You agree to treat as confidential all access codes, personal identification numbers and/or other passwords that we may provide to you for use with the Services.

Data Storage and Other Limitations

You must comply with the then current data storage and other limitations on your applicable Services package. Your use of the Services may be subject to a usage limit, as set out in your Service Agreement. If you exceed that limit, you may be subject to additional usage charges. See <https://www.dunnvision.com/my-account> for the current usage allowance for your Services.

Service Management

We reserve the right to manage our Services, software or related equipment in order to optimize their efficiency for the benefit of our subscribers, including, without limitation, by way of removal of spam and anti-virus mechanisms. We may take any other action we deem appropriate in order to help ensure the integrity of the Service experience for all subscribers.

Violation of this Acceptable Use Policy

Dunn Vision Telecom will respond appropriately to allegations of violations of this AUP if it becomes aware of inappropriate use of the Services. As set out in the Terms, we have the right, but not the obligation, to monitor or investigate any content that is transmitted using the Services or the Equipment; and to access or preserve content or information in accordance with the Terms. We prefer to advise subscribers of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way that we, in our sole discretion, believe violates this AUP, any of the Dunn Vision Telecom Parties may take any responsive actions they deem appropriate.

Such actions may include, without limitation, temporary or permanent removal of content and/or the immediate suspension or termination of all or any portion of the Services or your account. The Dunn Vision Telecom Parties will have no liability for any such responsive actions. The above described actions are not exclusive remedies and the Dunn Vision Telecom Parties may take any other legal or technical action deemed appropriate. Upon termination of an account, any of the Dunn Vision Telecom Parties are authorized to delete any files, programs and data associated with such account. The failure to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. 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. This AUP shall be exclusively governed by, and construed in accordance with the governing law provision set out in the Terms.

Complaints

Please direct any complaints of violations of this AUP to **abuse@dunnvision.com** or contact us at 1 800-828-9497. Questions or complaints, concerning third party content should be addressed to the applicable content provider.