



Dragonfly Internet Acceptable Use Policy

This Internet Acceptable Use Policy (“AUP”) applies to Dragonfly Internet and related services (“Services”) delivered by Dragonfly Internet. This policy is designed to encourage our customers and others (individually a “User” and collectively, "Users") to use the Services responsibly and to enable us to provide our Users with secure, reliable, and productive Services. Examples used herein are non-exclusive and are provided solely for guidance to Users. If you are unsure whether any contemplated use or action is permitted, please send E-mail to support@dragonfly.net for clarification.

This Acceptable Use Policy is available online under “Legal & Regulatory” at www.dragonfly.net

See also Dragonfly Internet’s Emergency 911 (E911) Policy - which is incorporated herein – for additional information on VOIP calling.

I. GENERAL CONDUCT

Dragonfly Internet’s network and the Services may be used only for lawful purposes. Dragonfly Internet is not responsible for the content of any websites linked to or accessible by the Services; links are provided as Internet navigation tools only. Users may not use the network or Services to transmit, distribute or store 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 or the privacy, publicity, or other personal rights of others, (c) that is obscene, threatening, abusive, or hateful or contains a virus, worm, Trojan horse, or other harmful component; or (d) that contains fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims or representations. The resale of Services is not permitted.

II. INTERNET SERVICES

Dragonfly Internet reserves the right in its sole discretion to enforce bandwidth allotments depending upon your level of usage and the level of Service(s) purchased. If bandwidth allotments are imposed, and if you have exceeded the appropriate level of internet usage in any given month, Dragonfly Internet will notify you by phone or in writing. You agree to pay additional charges upon notice from Dragonfly Internet. For residential and small business customers, Acceptable Use shall mean usage up to ten (10) times the average for your specific customer classification.

The Services are designed for personal and family use (residential use only) within a single household. User agrees that only User and User's authorized guests in the same household will use the Services.

User will not use, or enable others to use, the Services to operate any type of business or commercial enterprise, including, but not limited to, IP address translation or similar facilities intended to provide additional access, as further set forth herein. User will not resell or redistribute, or enable others to resell or redistribute, access to the Services in any manner, including, but not limited to, through the use of wireless technology. As discussed herein, Dragonfly Internet reserves the right at its sole discretion to immediately suspend, terminate, or restrict use of the Service without notice if such use violates the AUP or the Terms of Use, is objectionable or unlawful, or interferes with Dragonfly Internet's systems, or Internet Network, the Internet, or others' use of the Services.

Prohibited Activities:

- Because the Services are for residential use only, any use of the service for non-residential purposes is not permitted, provided that use of the Services by a User (i) in a "work-from-home" capacity and otherwise in accordance with this AUP and the Terms of Use or (ii) in conjunction with or to enable use of a commercial service or product provided and specifically authorized by Dragonfly Internet, is permitted in accordance with the terms applicable to such Services or product;
- Reselling or otherwise redistributing or making available the ability to use the Services, in whole or in part, directly or indirectly;
- Running any type of server on the system that is not consistent with personal, residential use including, but not limited to, FTP, IRC, SMTP, POP, HTTP, SOCS, SQUID, NTP, DNS or any multi-user forums;
- IP address translation or similar facilities intended to provide additional access. Assuming or assigning a Dragonfly Internet IP address that was not allocated to the user by Dragonfly Internet or our network;
- Connecting the Dragonfly Internet Equipment to any computer or device outside of your premises;
- Interfering with computer networking, telecommunications, or internet 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;
- Accessing and using the Services with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP");
- Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without express authorization of the owner of the system or network;
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network;
- Forging the header of any transmitted information packet, email, or posting;
- Modifying or tampering with any hardware, software, or configuration provided by Dragonfly Internet including but not limited to - routers, switches, and cable modem configuration files; and
- Running a tunnel or proxy to a server at another host or hosting, storing, proxy, or use of a network testing utility or denial of service (DoS/DDoS) tool in any capacity.

III. RESPONSIBILITY of USERS

Dragonfly Internet does not assume any responsibility, control, oversight, ownership, or other interest in the e-mail messages, websites, content, or other electronic data (in any form) of its Users, whether or not such electronic information is stored in, contained on, or transmitted over property, equipment, or facilities of Dragonfly Internet. Users are and shall remain solely responsible for such electronic information.

IV. E-MAIL

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 Dragonfly Internet's 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, 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, or (f) use an e-mail box exclusively as a storage space for data.

Dragonfly Internet reserves the right in its sole discretion to enforce E-mail storage caps depending upon your level of usage and the level of Services(s) purchased. If you have exceeded the appropriate level of E-mail storage, Dragonfly Internet will notify you by phone or in writing, and you agree to reduce the amount of E-mail storage or to enforce storage caps.

V. FORUM POSTS and BLOGS

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 the use of such forums or blogs. Regardless of such policies, Users may not (a) post the same message, or a series of similar messages, to one or more forums or newsgroups (excessive cross-posting, multiple-posting, or spamming), (b) cancel or supersede posts not originally posted by such User, unless such 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.

VI. NOTICE and PROCEDURE for MAKING CLAIMS of COPYRIGHT INFRINGEMENT

Under the Digital Millennium Copyright Act ("DMCA"), enacted in 1998, copyright holders are provided recourse against violations of their rights by online services or violations on the Internet. If you believe that any material on the Dragonfly Internet website has infringed your copyrighted material or that Dragonfly Internet is the hosting service provider and should be notified of a potential copyright

infringement, please follow the procedure set forth below to make your claim. This procedure should only be used for making claims of copyright infringement.

This information does not take the place of advice from your legal counsel. Dragonfly Internet is providing this information to you for informational purposes only.

VII. REJECTION/REMOVAL

Dragonfly Internet reserves the right to reject or remove any material residing on or transmitted to or through the Services that Dragonfly Internet, in its sole discretion, believes to be unacceptable or in violation of the law, this AUP, and/or the Terms and Conditions. Dragonfly Internet may immediately remove content if Dragonfly Internet believes such content is unlawful, violates the AUP and/or Terms and Conditions, or such removal is done pursuant to the Digital Millennium Copyright Act. Upon Dragonfly Internet's request, Users shall terminate service to any third-party user or Agent who, in Dragonfly Internet's sole discretion, has violated the AUP or applicable State or Federal law or regulations.

VIII. NOTIFICATION of CLAIMED COPYRIGHT INFRINGEMENT

If you believe that a Web page hosted by Dragonfly Internet is violating your rights under U.S. copyright law, you may file a complaint of such claimed infringement with Dragonfly Internet's Designated Agent for receiving such complaints as follows:

Designated Agent:

Copyright Agent

Dragonfly Internet

1791 OG Skinner Drive

West Point, Georgia 31833

(251) 575-2218

Email: compliance@dragonfly.net

IX. PENALTIES

Failure to abide by the terms of this AUP may result in penalties, including the immediate suspension or termination of the User's account. Dragonfly Internet may act, at its sole discretion, to block, filter, or restrict the use of any resources that Dragonfly Internet believes are being used in violation of the AUP.

X. REPORTING VIOLATIONS

Dragonfly Internet requests that any person who becomes aware of a violation of this AUP report the information to Dragonfly Internet as follows:

Email: compliance@dragonfly.net

Dragonfly Internet

1791 OG Skinner Drive

West Point, Georgia 31833

(251) 575-2218

XI. MODIFICATION OF THE AUP

Dragonfly Internet reserves the right to modify this AUP at any time and any such modification shall be automatically effective as to all Users when adopted by Dragonfly Internet and published on its website at www.dragonflyinternet.com.

XII. MISCELLANEOUS

The failure of Dragonfly Internet to enforce this policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. Users agree 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.

XIII. CONTACT INFORMATION

For any questions regarding this AUP, please contact Dragonfly Internet at:

Dragonfly Internet

1791 OG Skinner Drive

West Point, Georgia 31833

(251) 575-2218

Email: support@dragonfly.net

Website: www.dragonfly.net