

# **NT Spark, LLC**

## **Acceptable Use Policy**

**INTRODUCTION** Subscriber's access to NT Spark, LLC's fiber optic network, is subject to the terms of this Acceptable Use Policy ("AUP"). This AUP constitutes part of, is incorporated into, and should be read in conjunction with the Global Terms and Conditions, which is incorporated into the Request Service Form ("Agreement"). If Subscriber does not agree to all the terms and conditions of the AUP, including any future revisions, Subscriber shall not use the Service and must cancel Service immediately.

### **1. PROHIBITED ACTS**

The following are examples of uses of the Service that violate the AUP.

1. Abuse of e-mail; Spamming. Mass e-mailing and "mail-bombing" (sending mass e-mail or deliberately sending excessively large attachments to one recipient) are prohibited. Business-class accounts may have different volume limitations and usage will be judged by type of account and their use. Forging e-mail headers (transmission information) is prohibited. Using another computer, without authorization, to send e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to their origin is prohibited. Use of e-mail to harass or intimidate other users is prohibited. Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating e-mail, is a violation of this AUP and NT Spark, LLC reserves the right to seek damages and other available relief against Subscriber or any third parties as applicable. For purposes of this AUP, such violations are determined by NT Spark, LLC in its sole discretion.
2. Facilitating a Violation of this AUP. Subscriber is prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights, and pirate software.
3. Illegal Activity; Tortious Conduct. Any use of the Service to violate any local, state or federal law regulation also violates this AUP. Prohibited activities include, but are not limited to:
  - Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials;
  - Using the Service to deliver spyware, or secretly or deceptively obtain the personal information of third parties (e.g. phishing);
  - Intentionally spreading computer viruses;
  - Exporting software or technical information in violation of U.S. export control laws;

- Gaining unauthorized access to private networks;
- Engaging in the transmission of pirated software;
- Unauthorized copying, distribution or display of copyrighted material;
- Conducting or participating in illegal gambling;
- Soliciting for illegal pyramid schemes through –mail or USENET postings;
- Threatening, harassing, abusing, or intimidating others;
- Engaging in activity, illegal or not, that NT Spark, LLC determines in its sole discretion to be harmful to its subscribers, operations, or networks;
- Making fraudulent offers of products, items or services; or
- Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of NT Spark, LLC.

## **2. THIRD PARTY RULES**

Subscriber may have access through the Service to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, social networking sites or other services that promulgate rules, guidelines or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP. NT Spark, LLC reserves the right not to accept postings from newsgroups where it has actual knowledge that the content of the newsgroup violates the AUP.

## **3. NETWORK MANAGER**

NT Spark, LLC may establish appropriate limitations on bandwidth, data storage, or other aspects of the Service. NT Spark, LLC, in its sole discretion, reserves the right to cancel or require higher levels of Service should bandwidth or data storage exceed what NT Spark, LLC, in its sole discretion, deems appropriate and normal. NT Spark, LLC, in its sole discretion, may require long term contracts as it deems appropriate.

## **4. NETWORK SECURITY**

It is Subscriber's responsibility to ensure the security of Subscriber's network and the equipment that connects to the Service. Subscriber is required to take all necessary steps to secure and manage the use of the Service in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability. Failing to secure Subscriber's system against abuse or fraudulent activity is a violation of this AUP. Subscriber is responsible for configuring and securing Subscriber's network and the Service to prevent unauthorized access to

Subscriber systems and NT Spark's fiber network. Subscriber is also responsible for any fraudulent activity that may occur due to Subscriber's failure to secure Subscriber network and the Service. Subscriber will be responsible if unknown third parties utilize the Service at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior or engaging in any type of fraudulent conduct. Subscriber may not, through action or inaction (e.g. failure to secure Subscriber network), allow others to use Subscriber's network for illegal, fraudulent or inappropriate uses, or any other disruptive, provoking, or abusive behavior that is in violation of the AUP.

## **5. RESPONSIBILITY FOR CONTENT**

Subscriber is responsible for any content Subscriber offers or receives through the Service.

## **6. PASSWORD SECURITY**

If applicable, Subscriber's password provides access to Subscriber's individual account. It is Subscriber's responsibility to keep the password secure. Subscriber is responsible for any and all access to or use of the Service through Subscriber's account. Attempting to obtain another user's account password is prohibited.

## **7. ROBOCALL MITIGATION**

The Company's Robocall Mitigation Plan requires the Company to comply with Federal law and regulations. Users of our services will be required to timely cooperate with any investigations, including Call Trace Back investigations, into suspected illegal uses of Company services. We will specifically prohibit the following activities which may be complicit in illegal calling schemes:

- continuous or extensive chat line or conference call participation;
- use of free conference calling or similar services that Company in its sole discretion deems to participate in traffic stimulation practices or schemes that result in excessive charges;
- use of an open telephone line as a monitoring, intercom or similar service;
- repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints;
- long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24 hour period) and/or calls placed to specific numbers / destinations for the purpose of generating charges or fees for or with a third party;
- use of call Services which do not consist of uninterrupted live human voice dialog by and between natural human beings;

- restricting or inhibiting any other User or any other person from using and enjoying the Services and/or the Internet;
- engaging in any of the foregoing activities by using the services of another provider or third party and channeling such activities through an account provided by Company, or otherwise involving the Services or any Company account in any way with or without another provider or third party for the purpose of facilitating the foregoing activities; or
- utilizing robocalling, autodialing, predictive-dialing or other software or technologies for illegal means.

#### **8. REPORTING ACCEPTABLE USE ABUSE**

Any party seeking to report a violation of this AUP may contact NT Spark, LLC via e-mail at [abuse@ntspark.coop](mailto:abuse@ntspark.coop).

#### **9. REPORTING COPYRIGHT INFRINGEMENT**

NT Spark, LLC complies with the Online Copyright Infringement Liability Limitation Act of 1998, 17 USC 512 (“Act”). As required by the Act, NT Spark, LLC has a policy that reserves its right to terminate Service to Subscribers who repeatedly infringe copyrights. If NT Spark, LLC receives a determination that any Subscriber has infringed another’s copyright through the use of NT Spark, LLC’s system of network NT Spark, LLC reserves the right to terminate Service to that Subscriber. NT Spark, LLC accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act. Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

Mail:

NT Spark, LLC  
Net Abuse  
PO Box 609  
Houston, MS 33951

Email:

[abuse@ntspark.coop](mailto:abuse@ntspark.coop)

**Effective Date: 7/1/2024**