

Golden West Acceptable Use Policy for Telecommunication Services

This Policy outlines acceptable uses of Golden West’s telephone, cable TV and internet services (“Service”). This Policy is in addition to any restrictions or conditions contained in the Golden West Agreement for non-contractual services (the “Subscriber Agreement”) available at Golden West’s website at <https://www.goldenwest.com/>.

All customers of Golden West services (the “customer,” “user,” “you,” or “your”) and all others who use the Service must comply with this Policy. Your failure to comply with this Policy could result in the suspension or termination of your Service. Therefore, you should take steps to ensure that others you permit to use your Service are aware of this Policy and agree to abide by it. If you are unwilling to comply with this Policy, you must immediately stop all use of the Service and notify Golden West.

In general, this Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interferes with or diminishes the use and enjoyment of the Service by other Golden West customers or Golden West affiliates, or inhibits Golden West’s ability to provide reliable services to its customers.

1. Prohibited Activities

These prohibited activities include, but are not limited to, using the Service, Customer Equipment, or the Golden West Equipment, either individually or in combination with one another, to:

- a. undertake any unlawful purpose including, but not limited to:
 - i. 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 any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal law or regulation, or any non-U.S. law;
 - ii. posting, storing, transmitting, or disseminating any information or material which a reasonable person could deem to be unlawful;
 - iii. engaging in a violation of U.S. export laws including, but not limited to, selling products that may be legal to sell in the U.S., but illegal to export;
 - iv. selling products or services to entities with whom U.S. citizens may not do business;
 - v. impersonating any person or entity, engage in sender address falsification, forge anyone else’s digital or manual signature, or perform any other similar fraudulent activity;
 - vi. initiating, perpetuating, or in any way participating in any pyramid or other illegal scheme;
 - vii. initiating unsolicited telemarketing calls, or any form of “robocall”, to any entity without their specific consent as defined by the FCC
- b. transmit unsolicited bulk or commercial messages (SPAM) including, but not limited to:

- i. sending very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
 - ii. participating in the collection of very large numbers of email addresses, screen names, or other identifiers of others (without their prior consent);
 - iii. collecting responses from unsolicited bulk messages;
 - iv. falsifying, altering, or removing message headers;
 - v. falsifying references to Golden West network and systems, by name or other identifier, in messages;
- c. violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or website that you access;
- d. infringe copyright laws including uploading, posting, publishing, rebroadcasting, transmitting, reproducing, creating derivative works of, or distributing in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner.
- e. attach any unauthorized device to, or otherwise tamper with Golden West network or equipment or the Service(s) for any purpose, including, but not limited to the unauthorized reception of the Service(s).
 - i. If you make or assist any person to make any unauthorized connection or modification to or otherwise tamper with Golden West Equipment or the Service(s) or any other part of the Golden West network, Golden West may terminate the Service(s) and recover damages resulting from your actions.
 - ii. You also agree that you will not attach anything to your premise's inside wiring, Golden West Equipment, or Customer Equipment, whether installed by you or us, which impairs the integrity of Golden West's network or degrades the quality or strength of Golden West's network either in part or as a whole.

2. Service Usage Restrictions

Restrictions on the usage of the Service include, but are not limited to, the following list of prohibited uses:

- a. using the Service for any business, other legal entity, or organization purpose to repackage, resell, or repurpose Golden West services (whether or not for profit) for operation as a Communications provider, without the written consent of Golden West;
- b. using the Service to restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other person to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example),

including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature;

- c. using the Service to restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any host, server, backbone network, node or service, or otherwise cause a performance degradation to any Golden West facilities used to deliver the Service;
- d. using the Service to impede others' ability to use, send, or retrieve information;
- e. connecting the Golden West Equipment to any computer or device outside of your premises without the written consent of Golden West;
- f. sharing the Service or otherwise making available to anyone outside the Premises the ability to use the Service (for example, through WiFi or other methods of networking), in whole or in part, directly or indirectly, with the sole exception of your own use of Golden West-provided WiFi service;
- g. interfering with computer networking or telecommunications 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;
- h. accessing and using the Service with anything other than the settings assigned and provisioned to your Service by Golden West. This includes, but not limited to, accessing the Service through the following:
 - i. For internet service – You may not configure the Service or any related equipment to access or use a static IP address(es) unless you are subject to a Service plan that expressly permits you to do so.
 - ii. For telephone service – You may not use the Service with any long distance or calling plan, calling feature, or other service functionality unless you are subject to a Service plan that expressly permits you to do so. You may not use any telephone or directory number not assigned by Golden West unless you have provided written proof of ownership of the number and Golden West has authorized its use on your account.
 - iii. For cable TV service – You may not use the Service with any unapproved Set-Top-Box or decryption technology which circumvents content authorization keys assigned by Golden West. You may not rebroadcast or retransmit any cable TV content without written consent by Golden West.

3. Technical Restrictions

Technical restrictions of the Service include, but are not limited to, the following list of prohibited uses:

- a. Non-Recommended Configurations
 - i. Customer Equipment that does not meet Golden West minimum technical or other specifications constitutes a “Non-Recommended Configuration”, including, but not limited to, modems not currently certified by us as compatible with internet or telephone; Customer Equipment, including, but not limited to: certain makes or models of alarm and security systems or devices, certain medical monitoring devices, personal emergency alert, and home detention devices, certain fax machines, and certain “dial-up” modems, rotary-dial phone handsets, pulse-dial phone handsets, private branch exchange (PBX) equipment, answering machines, and traditional Caller ID units.
 - ii. Golden West reserves the right to deny support for the Service(s) and/or terminate Service(s) if you use a Non-Recommended Configuration. Neither Golden West nor any of Golden West’s affiliates, suppliers or agents warrants that a non-recommended configuration will enable you to successfully install, access, operate or use the service(s).
 - iii. You acknowledge that installation, access, operation or use of a non-recommended configuration could cause customer equipment to fail to operate or cause damage to customer equipment, you, your premise(s) or Golden West equipment. Neither Golden West nor any of Golden West’s affiliates, suppliers or agents shall have any liability whatsoever for any such failure or damage.

- b. Email Filtering
 - i. Golden West filters email for SPAM. Golden West is not responsible for refused, expired, or misdirected email because of this filtering. It is your sole and exclusive responsibility to properly configure your SPAM filter.
 - ii. Quarantined email will not be available to you indefinitely. It is your obligation to review your SPAM mailbox regularly.

- c. IP Address Allocation
 - i. Golden West administers the network and has been assigned ownership of the Internet Protocol (“IP”) addresses assigned to your Service by the American Registry of Internet Numbers (ARIN). Golden West IP addresses may not be assigned, transferred, or used outside of Golden West’s network.
 - ii. The Golden West IP address(es) are either dynamically or statically assigned to your Service, based on your Service plan, upon connection to Golden West’s network. IP Address(es) assigned to your Service may change at the sole discretion of Golden West.
 - iii. Your Service will be disconnected from Golden West’s network if IP Address(es) are being used which have not been assigned to your Service, until such time as the IP addressing conflict can be corrected.

- d. Security

- i. You are solely responsible for ensuring that your data is secure, that confidential information remains confidential, and that you do not expose your business to risks you are not prepared to assume.
- ii. You are solely responsible for the security of any device you connect to the Service, including third party devices that provide or include any communications services, including any data stored or shared on that device. It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by Golden West that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion

4. Violation of this Acceptable Use Policy

- a. Golden West, in its sole discretion, reserves the right to immediately suspend, apply other interim measures, or terminate your Service account and the Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement, or if anyone else you permit to access the Service violates this Policy. In that event, Golden West also reserves the right to downgrade, suspend, or terminate other Golden West services you receive.
- b. Your failure to abide by any of the items set out in this AUP is grounds for suspension or termination of your Service. Any termination or suspension may be undertaken with, or without, notice to you.
- c. Golden West does not issue credits for outages incurred because of Golden West's decision to suspend or terminate service for a violation of this AUP. You agree to hold us harmless from any claims of damages resulting that from a suspension or termination of products for this reason.
- d. If the Service is used in a way that Golden West, in its sole discretion, believes violates this Policy, Golden West may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Golden West will not have any liability for any of these responsive actions. These actions are not Golden West's exclusive remedies and Golden West may take any other legal or technical actions it deems appropriate with or without notice.