



ACCEPTABLE USE POLICY

To ensure the quality, security, and reliability of its broadband service (the “Service”), Cielo has adopted this Acceptable Use Policy (the “AUP”). The AUP applies to each customer’s (“Customer”) use of the Service and forms a part of the Terms and Conditions Tariff (“Tariff”) referenced in the Internet Service Agreement (“Agreement”).

1. **Binding Nature of this Policy.** By using the Service, Customer agrees to abide by the terms of this AUP. Cielo may modify this AUP at any point in the future, and all such modifications are also binding. Any Customer who does not agree to be bound by the terms of the AUP must immediately stop using the Service and notify Cielo to terminate the account. This AUP supersedes previous acceptable use policies and governs each Customer’s access to and use of the Service.
2. **Cielo’s Right to Suspend or Terminate Service.** Cielo reserves the right to immediately suspend, terminate, or restrict use of the Service without notice if such use—in Cielo’s sole discretion—violates this AUP or interferes with Cielo’s Service or network.
3. **Permitted Use.** Customer may use the service for their individual use as provided for in the Agreement. Customer may not use the Service or Cielo’s system and services in any way that violates United States federal, state, local, or international law or the rights of others. This prohibits, but is not limited to, any actions of customer which are threatening, obscene or defamatory, which violate trade secret, copyright, trademark or patent rights, which violates rights of privacy or publicity, which result in the spread of computer viruses or other damaging programs or data files, or which violate any export restrictions (including making nonexportable information or software available to foreign nationals as may be prohibited by law). Cielo will cooperate fully with law enforcement agencies if criminal activity is suspected. The Service is designed only for individual customer use and cannot be resold, released, or used to otherwise provide commercial internet service.
4. **Customer’s Responsibility for Use of the Service.** Customer is responsible for any transmission sent, received, posted, accessed, or stored via the Service through Customer’s account, including the content of any communication. Customer is also responsible for any misuse of the Service, violation of law, violation of this AUP, or violation of the other Terms of Service that occurs through Customer’s account—whether by Customer, or by an authorized or unauthorized third party.
5. **Harmful Content.** Customer shall not disseminate or posting harmful content including viruses, “Trojan Horses”, worms, or any other computer or other programming routines that may damage, interfere with, secretly intercept or seize any system, program, data or personal information.



6. Third Party Policies. Customer shall obey any acceptable use policies for sites, newsgroups, mailing lists, etc. accessed via the service provider's system or network. Subscriber shall not probe, monitor, breach the security of, or otherwise interfere with any host, network, or system without the explicit authorization of the administrator(s) of the host, network, or system.
7. Electronic Communications. Customer may not use the Service to distribute, publish, or send unsolicited advertisements, solicitations, commercial e-mail messages or promotional messages of any kind (commonly known as "spam"). Nor may Customer use the Service to distribute, publish, or send unsolicited informational announcements, empty messages (or messages containing no substantive content), or very large messages that may disrupt a server. Collecting or harvesting email addresses from the Internet for the purpose of sending unsolicited bulk email (or to provide collected addresses to others for that purpose) is also prohibited.
8. Other Prohibited Activities. Any use of the Service that violates this AUP or that negatively impacts network security, quality, or integrity is prohibited. Such violations include, without limitation:
 - a. 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.
 - b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network.
 - c. Interference with Internet service to any user, host, or network, including but not limited to mail bombing, flooding, or denial of service attacks.
 - d. Failing to abide by the acceptable use policies of any networks, machines, or services that are accessed through the Service.
 - e. Forging the header of any transmitted information packet, email, or Usenet posting.
 - f. Modifying or tampering with any hardware, software, or configuration provided by Cielo including but not limited to routers, switches, and modem configuration files.
 - g. Using manual or electronic means to avoid any limitations established by Cielo or attempting to gain unauthorized access to, alter, or destroy any information relating to any Cielo customer or end-user.
 - h. Storing any program, utility or file on Cielo servers the use of which would constitute a violation of this policy. (For example, it is a violation to store hacker scripts, IRC bots, or spamming software on Cielo servers.)
 - i. Disrupting, degrading or otherwise adversely affecting Cielo's network or computer equipment owned by Cielo or other Cielo Customers.



- j. Excessive use of bandwidth that, in Cielo's sole opinion, places an unusually large burden on the Cielo Service or exceeds normal usage. Cielo has the right to impose limits on excessive bandwidth consumption via any means.
 - k. Assuming or assigning an Cielo IP address that was not allocated to the user by Cielo.
- 9. Security. User is solely responsible for the security of any device connected to the Service, including any data stored on that device. Users shall take all necessary steps to avoid actions that result in the abuse of a resource on their network. Examples of abuse of resources include open news servers, open SMTP servers, unsecure wireless routers, and unsecure proxy servers. If Customer is using a wireless router, Cielo requires that any wireless network be secure and encrypted. Users must take appropriate action to prevent their systems from becoming infected with and/or distributing computer viruses such as but not limited to worms, "Trojan horses," denial-of-service attacks, and bots.
- 10. Network Management. Cielo uses a variety of reasonable network management tools and practices consistent with industry standards. In the event that periods of congestion necessitate such management, Cielo has available the following tools and practices (without limitation and as may be adjusted over time): (i) use of an upper limit of bandwidth allocated for uploading of files during congested periods; (ii) Subscriber Traffic Management (STM) technology to temporarily lower the priority of traffic with the greatest impact on peak congestion; (iii) spam filtering and detection techniques; and (iv) measures to protect the security and integrity of its network, resources and Customers. In limited instances if employed, these techniques may affect the throughput rate at which Customers may send and receive data, the ability of users to establish session connections within the network or result in the delay of certain traffic during times of peak congestion.
- 11. Monitoring. Cielo reserves the right at any time to monitor bandwidth, usage, transmissions, and/or content on the Service. Cielo need not proactively or routinely monitor a Customer account's use of the Service for violations of this AUP, though it reserves the right to do so. If Cielo is alerted to violations or potential violations of this AUP, Cielo may take whatever measures it deems necessary and appropriate to investigate, stop, and/or prevent those violations.
- 12. Limitation of Liability; No Warranty; Indemnity. Nothing in this AUP impairs or modifies those portions of the Agreement addressing limitation of liability, no warranty, or indemnity.
- 13. No Waiver. The failure by Cielo to enforce any provision of AUP at any point in time shall not be construed as a waiver of any right to do so at any future time thereafter.
- 14. Revisions to Policy. Cielo reserves the right to modify this AUP at any time by publishing such modifications over the service and sending notices to each subscriber and user or by posting changes to Cielo's website.