

Acceptable Use Policy (AUP)

Everfast Fiber Networks LLC

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Everfast Fiber Networks LLC and its operating affiliates (“We”, “Us” Or “Everfast”) strive to provide its customers with Internet service in accordance with State and Federal Laws and adhering to Internet use policies established by the Internet community.

READ THIS POLICY CAREFULLY BEFORE USING THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AUP.

This Acceptable Use Policy (“AUP”) covers all Everfast Internet Services (“Services”) and is designed to help improve the use of the Internet by preventing unacceptable or illegal use. All users of the Services (“Customers”) must comply with this AUP. Customers are solely responsible for all acts and omissions that occur while accepting and using the Services, and Customers agree not to violate the AUP or engage in any unacceptable or illegal activities while utilizing any of the Services. We may act against Customers for their violation of these policies, including removing any content that violates the AUP and/or is otherwise abusive, harassing, defamatory, vulgar, obscene, pornographic, indecent, invasive of privacy or publicity rights, inflammatory or otherwise harmful or offensive to third parties. We reserve the right to terminate service to any Customer without notice upon violation of any part of the AUP.

VIOLATIONS OF THE AUP. The following activities or use of the Services are prohibited by law or by the terms of service established by Everfast. Anyone violating this AUP may have their access to the Service terminated and may be subject to appropriate legal action. Everfast reserves the right to cooperate with affected third parties, law enforcement or other authorities in the investigation of suspected illegal activities or civil wrong.

1. Inappropriate Content. Customers may not upload, download, post, email, distribute, publish, or otherwise transmit (collectively “Transmit”) any message, data, information, image, text, song, movie, or other material (collectively “Content”) that is unlawful, libelous, slanderous, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, indecent, invasive of privacy or publicity rights, inflammatory or otherwise harmful or offensive to third parties.
2. Abuse of Electronic Mail. Our Services may not be used to send unsolicited bulk or commercial messages. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether that email is commercial in nature, are prohibited.

3. Network Security / Integrity. Using our Services for any activity which adversely affects the ability of other people or systems to use Services, or the Internet, is prohibited. This includes Denial of Service (DoS) attacks, Virus Uploading and distribution, and Hacking (intentional unauthorized access into a service or system without express authorization). Customers are responsible for ensuring the security of their personal or business network to minimize network abuse. Customers are responsible for the configuring and securing of their Service to avoid disruption of network or end-user Services. Customers may not, through action or inaction, use their network for illegal or inappropriate actions or configure their network in a way that permits third parties to do the same. Examples of unsecured services are, but not limited to, Open SMTP relays, incorrect configuration of Proxy services, and Hosting Server Relays.
4. Resale, Sharing, Distribution. Users may not resell, share, or otherwise distribute the Services or any portion thereof to any third party without our written consent. For example, you may not provide Internet access to others through a Fiber Optic, DSL or wireless connection, or host shell accounts over the Internet.
5. Illegal Use. Customers may not Transmit Content that intentionally or unintentionally violates any applicable, known, or unknown local, state, national or international law.
6. Harm to Minors. Customers may not make information available to minors in violation of federal or state law or use the Service to harm or attempt to harm minors in any way.
7. Forgery or Impersonation. Customers may not impersonate any person or entity, including, but not limited to, an employee or officer of Everfast, a forum leader, guide, or host, or falsely state or otherwise misrepresent your affiliation with a person or entity. Forging headers or otherwise manipulating identifiers to disguise the origin of any content transmitted via the Service is prohibited.
8. Fraudulent Activity. Customers may not use the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi Schemes," or "chain letters."
9. Unauthorized Access. Customers may not use the Services to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, Everfast's security measures or other entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
10. Collection of Personal Data. Customers may not use the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

11. Infringement of Intellectual Property Rights. Everfast does not permit users to Transmit any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party as specified by the Digital Millennium Copyright Act (DMCA) of 1998, or any other applicable law. This includes, but is not limited to, the unauthorized copying of copyrighted materials, the distribution of photographs from magazines, books or other copyrighted sources and the unauthorized transmittal of copyrighted software, music and/or movies. As governed by the DMCA Act of 1998 Section 512, Customer's access to the Service will be terminated for repeated infringement of copyrighted materials.

REPORTING VIOLATIONS OF THIS AUP: Everfast requests that anyone who believes that there is a violation of this AUP send that information to contactus@everfastfiber.com.

This AUP may be revised, modified, or amended by Everfast from time-to-time. Notice of any revision, modification, or amendment of the AUP will be posted on the Everfast website.