

# TDS Acceptable Use Policy for K2 Services

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## TDS Broadband Service LLC ("TDS") High-Speed Internet "K2 Internet" Acceptable Use Policy

### 1. INTRODUCTION

This Acceptable Use Policy ("AUP") governs your use of the Internet services ("Service") provided by TDS (the "ISP"). Use of service constitutes an agreement in terms without exception to this acceptable use policy.

Generally, ISP does not monitor or edit the content posted by users of the Service or other Internet services that may be available on or through the Service (e.g., newsgroups, chat rooms, message boards, etc.). However, ISP and its agents reserve the right at their sole discretion to remove any content that, in ISP's judgment, does not comply with the AUP or is otherwise harmful, objectionable, or inaccurate. ISP is not responsible for any failure or delay in removing such content.

In addition, ISP may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Service and/or your ISP account. You agree to indemnify, defend, and hold ISP harmless from any and all claims resulting from your use of this service, which damages you or another party. At our sole discretion, we may revoke your access for inappropriate usage. Use of any information obtained via the Service is at your own risk. ISP is not responsible for the accuracy, quality, or content of information obtained through the Service. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

### 2. VIOLATIONS

The following constitute violations of ISP's AUP:

- (A) Using the Service without paying for the service and/or equipment.
- (B) Using the Service to gain unauthorized access to any computer system(s).
- (C) Using the Service to transmit any material (by email, uploading, posting, or otherwise) that either intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- (D) Using the Service to interfere with access to the Internet by other parties or disrupt the network used by ISP. This includes continual excessive use causing a loss of bandwidth availability to other users.
- (E) Using the Service to harm, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age, or disability.
- (F) Using the Service to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- (G) Using the Service to harass, threaten, embarrass or cause distress, unwanted attention or discomfort

upon another.

(H) Using 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," and "chain letters."

(I) Adding, removing or modifying identifying network header information in an effort to deceive or mislead.

(J) Using the Service to transmit any unsolicited commercial email or unsolicited bulk email is prohibited. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, is prohibited.

(K) Using the Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of ISP or another 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.

(L) Using the Service to transmit (upload and/or download) any material (by email, uploading, downloading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

(M) Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

(N) Using the Service to cause harm to minors in anyway either by intention or unintentionally.

(O) Reselling or Sharing the Service with another party outside of the subscriber's physical address, including "sharing" the service via wired or wireless connection with computers or other devices not physically located at the subscribers address. This includes allowing others to use your service without charge or obvious gain by having or leaving your network unsecure and/or providing access codes to others. In addition, installing a wireless hotspot at a residence or place of business and/or near a public place and allowing others who are not a part of that service address to gain access is considered a violation of the AUP.

(P) Using the service in a manner that is inconsistent with or in excess of normal usage parameters. While ISP does not intend to limit the amount of data that is used by an individual customer, the only service package that qualifies for unlimited downloads is the highest subscriber package currently offered by ISP.

An example of calculating the normal usage parameters of a subscriber is as follows; if a user is identified as having a total monthly bandwidth consumption that is greater than the average of the other users in that same subscription package. Unlimited downloads is not intended to mean a continuous usage without interruption and/or maxing out download parameters for an extended period of time (to be determined by ISP).

The term unlimited as applied to this AUP and the use of TDS' K2 high-speed internet services is governed by normal usage parameters of residential service as defined above and/or in item 2 (D) above.

Current Quality of Service (QoS) thresholds followed by ISP; Basic < 125 Gb p/mo., Plus < 250 Gb p/mo., Silver < 375 Gb p/mo., Gold < 500 Gb p/mo., Platinum < 1 Tb p/mo., Platinum Pro < 2 Tb p/mo.

As applied to this AUP, there are no unlimited upload claims of the internet service by ISP. Using the service in a manner that requires continuous uploads is prohibited. Some examples of possible upload violations are web cameras, cloud services such as dvr and backup utilities, file sharing and viruses. Customer is responsible for monitoring all upstream activity so that no devices are continuously sending upstream data. A good indicator of non-residential use as it applies to this ISP would be an account that historically has more upstream utilization than downstream utilization. If you are not aware of your upstream and downstream uses, please call the local office of ISP and we will review your account with you.

(Q) ISP reserves the right to modify the subscriber's subscription rate and / or suspend / disconnect subscriber without warning for violations of this policy.

### **3. REVISIONS BY ISP OF THIS AUP**

ISP reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies at any time and in any manner. Any revision, amendment, or modification will be posted in accordance with the terms of the Internet Service Agreement.

## **TDS Cable TV "K2 Cable", "K2 TV" Acceptable Use Policy**

### **1. INTRODUCTION**

This Acceptable Use Policy ("AUP") governs your use of the K2 Cable Television Services ("Service") provided by TDS for a fee on a month to month basis to you, our subscriber. Use of service constitutes an agreement in terms without exception to this acceptable use policy.

### **2. VIOLATIONS**

The following constitute violations of ISP's AUP:

- (A) Using the Service without paying for the service and/or equipment. Including Premium Movie Services such as HBO and Showtime, Web based cable television programmer sites such as TV Everywhere, over the top (OTT) services such as TiVO DVR and/or any ancillary / auxiliary service provided by TDS to its customers on a pay for service basis.
- (B) Reselling or Sharing the Service with another party outside of the subscriber's physical address, including "sharing" the service via wired or wireless connection with televisions or other devices not physically located at the subscriber's address.
- (C) Gaining Access to the service pedestals, network interface devices, power supplies or any other TDS-owned facilities whether or not they are located at the customer's premise or within the community served.
- (D) Altering the cable tv wiring and/or splitting network on, at or within the service residence.
- (E) Attaching any device to the homes internal wiring that causes interference ("noise") back into or signal leakage out of the system.
- (F) Retransmitting any copyrighted material to an audience whether or not a fee is charged.

### **3. REVISIONS BY ISP OF THIS AUP**

TDS reserves the right to revise, amend, or modify this AUP, our Cable TV Service Agreement and our other policies at any time and in any manner. Any revision, amendment, or modification will be posted in accordance with the Terms of Service Agreement.