



Acceptable Use Policy Multifamily



Blueport, Inc. Acceptable Use Policy

General Terms

Blueport, Inc. (“BLUEPORT”) has developed this Acceptable Use Policy (“AUP”) to encourage and promote the responsible use of BLUEPORT’s Network and BLUEPORT’s high-speed internet access service including, without limitation, fiber services (“Service” or “Services”¹). This document outlines acceptable use of the Service, as well as permissible and prohibited conduct for using the Service to access the Internet. These terms and conditions state important requirements regarding your use of the Service and your relationship with BLUEPORT or any of its affiliates. Please read them carefully. They contain important information regarding your rights and BLUEPORT’s rights.

By using the Service, you (the subscriber) and any other person using the service to access the Internet regardless of whether they are authorized by you or not (collectively “Users”) consent to be bound by the terms of this AUP. In the event that a User does not agree to these terms and conditions, then he or she may not use the Service and must terminate their use immediately.

BLUEPORT may revise this AUP without notice. Changes become effective upon posting on the Company’s website at www.LoveYourNetwork.com/mdu-aup-pdf. Use of the Service following posting of any modification shall be deemed acceptance of the changes. In the event that there is a conflict between any customer agreement and this document, then this AUP shall control. Complaints about violations or questions about this AUP should be sent to BLUEPORT in writing at:

BLUEPORT, Inc.
P.O. Box 9155
Foxboro, MA 02035

All Users are responsible for complying with the AUP and all other BLUEPORT policies. Users must also ensure that their devices are protected with up-to-date anti-virus software and a properly configured firewall.

Users are responsible for securing their computer and network equipment, such as wireless routers, so that they are not subject to external threats such as viruses, spam and other methods of intrusion. Users are also responsible for the security of any devices that directly or indirectly use the Service in any manner. This includes but is not limited to wireless devices and tablets, laptops, smart phones, wired and wireless home networking devices and game consoles.

¹ For purposes of this Acceptable Use Policy, “Services” includes any facilities or services provided by BLUEPORT or its third-party vendors, suppliers, affiliates and contractors.

The failure of BLUEPORT or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right. Users agree that if any portion of the AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

The provisions of the AUP are not exhaustive. Conduct that violates law, regulation or accepted norms and ethics of the Internet community and the community at large is prohibited. BLUEPORT reserves the right to prohibit activities that damages the commercial reputation or goodwill of BLUEPORT or its affiliates, or affect the quality of BLUEPORT's services or BLUEPORT's ability to provide services.

Users agree to indemnify, defend and hold harmless BLUEPORT and its affiliates, suppliers, and agents against all costs, expenses, liabilities, damages and fees (including reasonable attorney's fees) associated with any claim, action or suit resulting from User's engaging in any of the prohibited activities in this AUP, resulting from a User's violation of the AUP or of any other posted BLUEPORT policy related to the Service. A User's indemnification obligation survives termination of the Customer Agreement.

You acknowledge that Internet sites, and use of the Internet, might consist of, include and/or provide access to images, sound, messages, text, services or their content and material that may be unsuitable for minors and that may be objectionable to adults. You acknowledge that BLUEPORT and its vendors are not responsible for any such content or material and agree that access to the same through use of the Service is at your sole risk. The reliability, availability, legality, performance and other aspects of resources accessed through the Internet are beyond BLUEPORT's reasonable control and are not warranted or supported by BLUEPORT or its third-party contractors. You acknowledge that safeguards relative to copyright, ownership, appropriateness, reliability, legality, and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. You confirm that you assume all risk and liability of any use of the Internet through your account, including, without limitation, by Users.

Suspension, Restriction or Termination

In the event that BLUEPORT determines, at its sole discretion, that any User has violated any element of this AUP, then BLUEPORT may restrict, suspend or terminate the Service. Users must also adhere to any policy set forth by another service provider accessed through the Service. Restrictions placed on the Service may include throttling or reducing the bandwidth available to a User.

In the event that the Service is used in a way that BLUEPORT or its suppliers, in their sole and absolute discretion, believe violates this AUP, then BLUEPORT and its suppliers may take such responsive actions they deem appropriate. These actions may include, but are not limited to, temporary or permanent filtering of Internet transmissions and the immediate suspension or termination of all or any portion of the Service. BLUEPORT, its affiliates, suppliers and agents shall not have any liability for any of these responsive actions. These actions are not exclusive remedies, and BLUEPORT may take any other legal or technical action it deems appropriate.

In the event that BLUEPORT becomes aware of a violation of any applicable law, regulation or activity that exposes BLUEPORT to criminal or civil liability or exposes BLUEPORT's Network, its customers or Users or their property to harm, BLUEPORT may suspend the Service or a User's use of the Service without notice. BLUEPORT may take further action to eliminate or prevent future or repeated violations.

In the event that BLUEPORT identifies devices connected to the Service that are impacting it or are part of a "botnet" (machines hijacked by others to distribute malicious software or other forms of abuse), then BLUEPORT reserves the right to suspend or disconnect a User's use of the Service without notice.

In no event will BLUEPORT be liable for any damages of any nature suffered by you, any subscriber, any User or any third party that result in whole or in part from BLUEPORT's exercise of its rights under the AUP.

Prohibited Content

In General: The Service may only be used for lawful purposes. Users shall not use the Service to (a) transmit, distribute or store material that violates any applicable law or regulation, including export or encryption laws or regulations, (b) that may adversely impact the Service or other customers or other Users; or (c) that may expose BLUEPORT to civil or criminal liability.

Child Pornography: The Service shall not be used in any manner to publish, submit/receive, upload/download, post, use copy or otherwise produce, transmit or store child pornography. Suspected violations may be reported to BLUEPORT at: abuse@loveyournetwork.com. BLUEPORT will report any discovered violations to the National Center for Missing and Exploited Children and will take steps and work with its third-party vendors to block access to that content or remove it from its or their servers.

E-mail and Unsolicited Messages: Users shall not use the Service to transmit or receive unsolicited bulk or commercial messages, including unsolicited e-mail/or collecting responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk email, whether or not the e-mail is commercial in nature, are prohibited. In addition Users shall not use the Service in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) contact through any form a recipient that has stated he/she does not wish to receive them, (c) forge TCP/IP packet header information on e-mail (d) send malicious e-mail, including without limitation, "mail-bombing," (e) violate the use policies of any other Internet Service Provider, or (f) use an e-mail box exclusively to store data. Users may not reference BLUEPORT or any of its affiliates or parents (ex., BLUEPORT by including "Organization: BLUEPORT" in the header or by listing an IP address that belongs to BLUEPORT) in any unsolicited e-mail even if that e-mail is not sent through the Service. Any violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP.

Fraudulent/Misleading Content: Users shall not use the Service to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive or misleading statements, claims, or representations. Users are also prohibited from submitting any false or inaccurate data on any form, contract or online application, including the fraudulent use of credit cards.

Inappropriate Content: Users shall not transmit, store material or distribute inappropriate material, as reasonably determined by BLUEPORT, or material that is obscene (including, without limitation, child pornography), defamatory, libelous, harassing, vulgar, threatening, abusive, hateful, excessively violent or racially or ethnically offensive. Neither BLUEPORT nor any of its affiliates, suppliers, employees, vendors or agents has any obligation to monitor transmissions made on the Service. BLUEPORT, its affiliates, suppliers, employees, vendors or agents have the right to monitor these transmissions and postings from time to time for violations of this AUP and to disclose, block, or remove them in accordance with the Customer Agreement and any other applicable agreement or policies.

Inappropriate Actions: Users shall not use the Service to engage in any activity that may be harmful to BLUEPORT's Network or any third-party's networks, systems, services or Web sites. Such actions include, but are not limited to flooding, mail bombing or denial of service attacks. Users are prohibited from violating or attempting to violate the security of the Network or Service or the computers, accounts, or networks of another party. Any activity that could be construed as an initial step toward a security violation is prohibited. Such actions include, but are not limited to, scanning, probing, or other forms of testing or information gathering activity. Civil or criminal liability may result from inappropriate activity. BLUEPORT will investigate such activity and may involve and cooperate with law enforcement authorities in prosecuting any party involved in such activity.

Inappropriate Interaction with Minors: BLUEPORT complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children (www.ncmec.org).

Intellectual Property: Material accessible through the Service may be subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights including copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the Service in any manner that infringes, dilutes, misappropriates or violates any such rights.

Harmful Content: Users shall not use the Service to transmit, distribute or store material that may be harmful to or interfere with the Services or the network of any third party, its system, web sites or services. Prohibited conduct includes, but is not limited to viruses, worms, Trojan horses, other harmful features or generating levels of traffic sufficient to impede others ability to send or retrieve information.

Third-Party Rules; Usenet: Users must abide by any rules, guidelines or agreements for any search engines, subscription Web services, chat areas, bulletin boards, Web pages, Usenet, or other services that are accessed through BLUEPORT's Network and the Service.

Network, Bandwidth, Data Storage and Other Limitations

Users must comply with all bandwidth and other limitations on the Service imposed by BLUEPORT or its suppliers. A dynamic Internet Protocol ("IP") address that meets the dynamic host configuration protocol ("DHCP") is required to use the Service. Unless your service plan expressly permits it, Users may not access or use the Service with a static IP address or use any protocol other than DHCP.

Users must not improperly restrict, inhibit or degrade any other User's use of the Service nor represent (in the sole and absolute judgment of BLUEPORT and its vendors) an unusually large burden on BLUEPORT's Network. In addition, Users must ensure that their activities do not improperly restrict, inhibit, disrupt, degrade or impede BLUEPORT's ability to deliver and monitor the Service, backbone, network nodes and other/or other network Services.

Copyright Infringement

BLUEPORT and its affiliates are committed to complying with U.S. copyright and related laws, and require all subscribers and Users of BLUEPORT's Network and the Service to comply with these laws. As a result, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third-party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe their rights have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 ("DCMA") to report alleged infringements. It is BLUEPORT's policy in accordance with the DCMA and other applicable laws to reserve the right to terminate the Service of any subscriber or User who is either found to infringe third-party or intellectual property rights, or who BLUEPORT believes in its sole discretion is infringing these rights. BLUEPORT may terminate the Service at any time with or without notice for any affected subscriber or User.

Copyright owners may report alleged infringements of their works by sending BLUEPORT's authorized agent a notification of claimed infringement that satisfies the requirements of the DCMA. Upon receipt of a satisfactory notice of claimed infringement, BLUEPORT will respond expeditiously to directly or indirectly disable access to the work(s). BLUEPORT will also notify the affected subscriber or User of the Service of the removal or disable of access to the work(s). If the affected subscriber or User believes in good faith that that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send BLUEPORT a counter notification. Upon receipt of a counter notification that satisfies the requirements of the DCMA, BLUEPORT will provide a copy of the counter notification to the person who sent the original notice claiming infringement and will follow the procedures in the DCMA for counter notifications. In all events, you expressly agree that BLUEPORT or its affiliates will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners should send BLUEPORT a notification of claimed infringement to:

BLUEPORT, Inc.

P.O. Box 9155

Foxboro, MA 02035

abuse@LoveYourNetwork.com

A form **Notification of Claimed Infringement** is attached to the end of this AUP.

Access and Upgrades

BLUEPORT may automatically check the version of the Customer Equipment and software you are running and may automatically download upgrades. In addition, BLUEPORT may check the health and status of your system to ensure that the configuration of your computer is optimized for use with the Service. By using the Service, you authorize all such access and upgrades.

WARRANTIES AND LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN “AS AVAILABLE” BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT OR ANY MANUFACTURER’S WARRANTY FOR EQUIPMENT PROVIDED BY BLUEPORT TO YOU, BLUEPORT (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES AND AFFILIATES), ITS THIRD-PARTY LICENSORS, PROVIDERS, AND SUPPLIERS, INCLUDING GLOBAL SERVICE PROVIDERS, DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. NO ADVICE OR INFORMATION GIVEN BY BLUEPORT ARISING FROM COURSE OF DEALING, COURSE OR TRADE, OR ARISING UNDER STATUTE NO ADVICE OR INFORMATION GIVEN BY BLUEPORT OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. BLUEPORT TECHNICAL SUPPORT IS NOT WARRANTED.

BLUEPORT DOES NOT GUARANTEE OR WARRANT THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION OR THAT PROVISIONING WILL BE COMPLETED BY A SPECIFIED DATE, EVEN IF YOU ORDER HAS BEEN ACCEPTED. PROVISIONING IS SUBJECT TO FACILITY AVAILABILITY, OUR THIRD-PARTY VENDORS AND CONTRACTORS AND YOUR OWN COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES.

BLUEPORT DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT IT PROVIDES, OR IS PROVIDED BY A THIRD-PARTY VENDOR, WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR FREE, SECURE, OR FREE OF

VIRUSES, WORMS OR THE LIKE. BLUEPORT WILL NOT BE LIABLE FOR LOSS OF YOUR DATA OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT PERFORMANCE. NO WARRANTY IS MADE REGARDING ANY TRANSACTIONS EXECUTED USING THE SERVICE OR THE INTERNET. NO WARRANTY IS MADE REGARDING THE CONTENT AND INFORMATION ACCESSED BY USING THE SERVICE OR ANY LINKS DISPLAYED. YOU ASSUME ALL RISK AND RESPONSIBILITY FOR USE OF THE SERVICE AND THE INTERNET. DO NOT USE THE SERVICE IN ANY HIGH-RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSON, PROPERTY OR ENVIRONMENT OR BUSINESS MAY RESULT IN THE EVENT OF AN ERROR.

IN NO EVENT SHALL BLUEPORT (OR ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, OR AFFILIATES), ITS THIRD-PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF BLUEPORT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES OR ANY CLAIMS AGAINST YOU BY ANY PARTY FOR ANY CAUSE WHATSOEVER.

ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS PARAGRAPH ALSO APPLY TO THIRD-PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD-PARTY BENEFICIARIES OF THIS AGREEMENT. ANY RIGHTS OR LIMITS STATED HEREIN ARE THE MAXIMUM FOR WHICH BLUEPORT (AND ITS OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES), BLUEPORT'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS ARE COLLECTIVELY RESPONSIBLE.

THE REMEDIES SET FORTH HERE ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IN THE EVENT THAT THESE LAWS APPLY, THEN OUR EXCLUSIONS OF LIMITATIONS MAY NOT APPLY TO YOU.

BLUEPORT RESERVES THE RIGHT TO PURSUE ANY AND ALL LEGAL AND EQUITABLE CLAIMS AGAINST YOU PERTAINING TO YOUR USE OR MISUSE OF THE SERVICE OR FOR THE BREACH OF THIS AUP AND/OR ANY APPLICABLE CUSTOMER AGREEMENT.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the parties agree that any action or proceeding with respect to this Agreement shall be brought in the Massachusetts Superior Court seated at Norfolk County.

Notification of Claimed Infringement

Date: _____

FAX: 774-215-0494

Attention: BLUEPORT, Inc. Legal Department

Mail: BLUEPORT, Inc.

P.O. Box 9155

Foxboro, MA 02035

I, the undersigned, CERTIFY UNDER PENALTY OF PERJURY, that I am the owner or an agent authorized to act on behalf of the owner of certain U.S. copyright rights, the owner being named _____ (the "Copyright Owner"). I have a good faith belief that the materials identified in the Addendum attached to this Notification of Claimed Infringement are not authorized by the Copyright Owner, its agent, or the law and therefore infringe the Copyright Owner's rights according to U.S. law. Kindly act expeditiously to remove or disable access to the materials claimed to be infringing as identified in the attached Addendum.

You may contact me at:

Printed Name: _____

Title: _____

Company: _____

Address: _____

City, State, Zip: _____

E-mail: _____

Telephone: _____

Fax: _____

I further certify that the information is accurate contained in this Notification of Infringement and the Addendum.

Truthfully,

Signature: _____

Printed Name: _____

Addendum to Notification of Claimed Infringement

List of Allegedly Infringing Materials

Name of Copyright Owner: _____

Date of Claim: _____

Material

Name of Work: _____

Format of Work: _____

Location of Work: _____

Size of Work: _____

IP Address: _____

Date/Time: _____

Material

Name of Work: _____

Format of Work: _____

Location of Work: _____

Size of Work: _____

IP Address: _____

Date/Time: _____

Material

Name of Work: _____

Format of Work: _____

Location of Work: _____

Size of Work: _____

IP Address: _____

Date/Time: _____

Material

Name of Work: _____

Format of Work: _____

Location of Work: _____

Size of Work: _____

IP Address: _____

Date/Time: _____