

HUB Fiber

Acceptable Use Policy

This Acceptable Use Policy (“AUP”) applies to HUB Fiber, a division of Harriman Utility Board, a board of public utilities of the City of Harriman, Tennessee (“HUB Fiber,” “we,” or “our”) all HUB Fiber broadband internet and related services (“Services”) and any equipment that is owned and provided by HUB Fiber (“HUB Fiber Equipment”) in connection with the Services provided to the subscriber of record as shown on the HUB Fiber bill (collectively “Subscriber,” “you,” or “your”). This AUP is designed to require Subscribers to use the Services responsibly and to enable HUB Fiber to provide secure, reliable, and functional Services. If you use or otherwise accept any Services or HUB Fiber Equipment, you agree to comply with this AUP and be bound by its terms. It is the Subscriber’s sole responsibility to ensure that other users of the Services (“Users”) and HUB Fiber Equipment understand and comply with this AUP.

General Conduct

The Services and HUB Fiber Equipment may be used only for lawful purposes. Subscriber may not use the Services or HUB Fiber Equipment in order to create, transmit, or store any information, data or material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others, (c) that will unlawfully violate the privacy, publicity, or other personal rights of others, or (d) that is illegal or contains a virus, worm, or other malware.

Subscriber may not use the Services and/or HUB Fiber Equipment in any way that violates applicable federal, state, or local laws or regulations, including, without limitation those regarding unsolicited, false, or fraudulent e-mail or electronic communications, including, without limitation, Tenn. Code Ann. § 47-18-2501, *et seq.*, or in a way that could be reasonably expected to adversely impact the Services or deny or limit the full, intended use of the Services by others.

You are also subject to the acceptable use policies, as amended from time to time, of any third-party provider of services to HUB Fiber.

Subscriber and/or User Responsibility for Content

HUB Fiber does not assume any responsibility, control, oversight, or other interest in the e-mail messages, websites, content or any other data (in any form) of its Subscribers, whether or not such data and information is stored in, contained on, or transmitted over property, equipment or facilities of HUB Fiber. The Subscriber and/or User is and shall remain solely responsible for such data and information.

Regarding E-mail Use

Subscriber and/or Users may not send unsolicited e-mail messages including, without limitation, bulk or commercial messages, advertising or informational announcements (“spam”) or utilize e-mail in a way that could be reasonably expected to adversely impact the Services, including, without limitation, using an e-mail account on the HUB Fiber network to send spam, or using the service of another provider to send spam or to promote a site hosted on or connected to the Services, or sending large numbers of copies of the same or substantially similar messages that

disrupt a server, account, or similar service. You agree to refrain from using e-mail in any way that adversely impacts the Services or others' use of the Services upon notification from HUB Fiber. In addition, Subscribers and/or Users may not use the Services in order to (a) send e-mail messages which are excessive and/or intended to harass others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged packet header information, (d) send malicious e-mail, including, without limitation, "mail bombing," and/or (e) send e-mail messages in a manner that violates the use policies of any other internet service provider.

Regarding Forum Posts and Blogs

Subscribers and/or Users who post messages to internet forums or who blog are responsible for becoming familiar and complying with any terms and conditions or other requirements governing use of such forums or blogs. Regardless of such policies, Subscribers and/or Users may not (a) post the same message, or a series of similar messages, to one or more forum or newsgroup (excessive cross-posting, multiple-posting, or spamming), (b) cancel or supersede posts not originally posted by such User, unless such Subscriber or User does so in the course of his/her duties as an official moderator, (c) post any message with forged packet header information, or (d) post messages that are excessive and/or intended to annoy or harass others, including, without limitation, chain letters.

Copyright Infringement

HUB Fiber is registered with the United States Copyright Office under the Digital Millennium Copyright Act of 1998 ("DMCA"); see 17 U.S.C. § 512. HUB Fiber respects the intellectual property rights of others. Subscribers may not use the Services in any manner that infringes upon the copyrights or other intellectual property rights of others. In accordance with the DMCA and other applicable laws, HUB Fiber maintains a DMCA Copyright Infringement Policy that provides for the suspension, or termination in appropriate circumstances, of Subscribers who are repeat copyright infringers.

Response to Use Violating Law or Policy

HUB Fiber does not monitor or regulate the content of any messages or material transmitted or displayed by Subscribers. From time to time, HUB Fiber may receive complaints or information that a Subscriber is using the Services in violation of federal, state, or local law or this AUP. If HUB Fiber determines that a Subscriber has violated applicable law or this AUP, HUB Fiber may take such action as is authorized by law, including, without limitation, a written warning, temporary suspension of Service, requiring Subscriber to provide written assurance of refraining from any further violations, termination of Service, or legal action seeking injunctive relief or damages. HUB Fiber shall not be liable for any damages of any nature, including, without limitation, consequential damages alleged to have been suffered by Subscriber or any third party resulting in whole or in part from HUB Fiber's actions authorized by law or this AUP.

System and Network Security

Subscribers and/or Users are prohibited from violating or attempting to violate the security of HUB Fiber, including, without limitation, (a) accessing data not intended for such Subscriber or User or

logging into a server or account which such Subscriber or User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any User, host or network, including, without limitation, via means of overloading, flooding, mail bombing or crashing, (d) forging any packet header or any part of the header information in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. We may investigate occurrences that may involve such violations, and we may involve and cooperate with law enforcement authorities in prosecuting Subscribers and/or Users who are alleged to be involved in such violations.

Suspension or Termination

Any Subscriber which HUB Fiber determines, in its sole discretion, to have violated any element of this AUP shall receive a written warning, and may be subject at our discretion to a temporary suspension of service pending such Subscriber's agreement in writing to refrain from any further violations; provided that HUB Fiber may immediately suspend or terminate such service without issuing such a warning if HUB Fiber, in its sole discretion deems such action necessary. If we determine that a Subscriber has committed a second violation of any element of this AUP, such Subscriber shall be subject to immediate suspension or termination of service without further notice, and we may take such further action as we determine to be appropriate under the circumstances to eliminate or preclude such violation. HUB Fiber shall not be liable for any damage of any nature suffered by any Subscriber, User, or any third party resulting in whole or in part from HUB Fiber's exercise of its rights under this AUP.

Service Monitoring

HUB Fiber has no obligation to: monitor the Services but may do so and disclose information regarding the use of the Services for any reason if we, in our sole discretion, believe that it is reasonable to do so, including to satisfy laws, regulations, or other governmental or legal requirements or requests; to operate the Services properly; or to protect itself and its subscribers. HUB Fiber does monitor for "red flags" in an effort to prevent identity theft and fraud.

Privacy

Any User or Subscriber interacting with our site and providing HUB Fiber with name, address, telephone number, e-mail address, domain name or URL or any other personally identifiable information, permits HUB Fiber to use such information for commercial purposes of its own, including contacting Users and/or Subscribers about products and services which may be of interest. All information concerning our Users and/or Subscribers shall be kept in accordance with the HUB Fiber then-applicable Privacy Policy and the requirements of applicable law.

No Waiver/Severability

Any failure of HUB Fiber to enforce this AUP shall not be construed as a waiver of any right to do so at any time. If any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law, and any remaining portions will remain in full force and effect.

Notice to Customers

HUB Fiber may deliver notice to a Subscriber by any means HUB Fiber deems appropriate, including, without limitation, delivery to your e-mail account, or mailing the notice to your address associated with your broadband account. Notices provided by e-mail or other electronic means will be effective upon transmittal by HUB Fiber and notices by mail will be effective upon delivery.

HUB Fiber reserves the right to modify this AUP at any time. We will notify you of any material changes via written, electronic, or other means permitted by law, including by posting it on our website. If you find the changes unacceptable, you have the right to cancel the Services. If you continue to use the Services after receiving notice of such changes, we will consider that as your acceptance of the changes.

Effective 09/01/2025