



Last Updated: January 2023

Liberty's Internet Acceptable Use Policy - Residential and Commercial Customers

This Acceptable Use Policy ("AUP") applies to Liberty customers who purchase residential and commercial Services. This AUP supplements your primary agreement with Liberty (e.g. for residential customers, the Liberty Services Agreement or for business customers the Liberty Services Agreement, Business Master Services Agreement, Wholesale Master Services Agreement, or any other Liberty agreement, in either case, "Your Agreement").

1. What Does This AUP Apply To?

This AUP specifies use restrictions and requirements applicable to users of our Services (as defined in Your Agreement). This AUP covers Services and restrictions generally applicable to everyone who uses Liberty's Services, and includes prohibitions related to specific products here: **3. What Are Acceptable Uses of the Services c. Prohibited Uses (Residential and Commercial Services)**. By accessing and using the Services, you understand and agree that you will comply with the AUP, including any updated version of the AUP. If you do not agree to be bound by this AUP, you must immediately cease use of the Services and notify our Customer Service Department to terminate the account.

2. Will I Be Notified of Changes?

We reserve the right to change this AUP. If we change this AUP, we may provide notice of material changes and such notice may include communications through your Account (as defined in Your Agreement), via regular mail or, in the event you have opted-in to receiving servicing messages electronically, via a message to the email address or phone number provided. We will also update the "Last Updated" date at the top of this AUP when we make changes. Your continued use of the Services after the changes are posted or made available to you is deemed to be your acceptance of the changes made. If you do not agree to any revised terms in the AUP, you must immediately cease your use of the Services and delete any Liberty or uninstall any software, documentation or other intellectual property owned by Liberty or its licensors. We encourage you to review the AUP from time to time to ensure you understand the terms and conditions that apply to your access to, and use of, the Services. The most current version of the AUP is always available on our website, www.Libertypr.com, or by calling our Customer Service Department.

3. What Are Acceptable Uses of the Services?

- a. Residential Customers.** If you are a residential customer, the Services are designed for your lawful, personal and/or family use. Your use is for a single household in the service address for your Account (except with respect to mobile services, which permit use at other locations). Only you and your authorized guests in the same household are users who may use the Services. You may not use the Services for any non-personal purposes. Any use

not expressly permitted under Your Agreement or that violates any Liberty policies or rules is prohibited. You and other Users may not use, or enable others to use, the Services to operate any type of business or commercial enterprise. You may not expose Liberty's network to any type of server that is not consistent with personal, residential use, such as web or mail servers offering content or services to external users.

b. Commercial Customers. If you are a commercial customer, the Services are designed to be used under the terms set forth in Your Agreement. Any use not expressly permitted under Your Agreement or that violates any laws or Liberty policies or rules is prohibited.

c. Prohibited Uses (Residential and Commercial Services). You may not use the Services in any manner that is objectionable or unlawful; interferes with the functioning or use of Liberty's Services, networks or systems or other users; or violates the terms of this AUP. Examples of prohibited conduct include:

- reselling or redistributing, or enabling others to resell or redistribute, access to the Services in any manner;
- accessing, or attempting to access, without authority, the accounts of others, or penetrate, or attempt to penetrate, security measures of our system;
- circumventing any user limits or other timing, use or functionality restrictions built into the Services;
- using any robot, spider, scraper, or other automated means to access the Services for any purpose;
- engaging in the systematic retrieval of data or other content from the Services to compile any databases without our prior written consent;
- distributing unsolicited bulk or commercial messages, commonly known as "spam;"
- impersonating another user, or engaging in phishing or any other fraudulent activity;
- engaging in conduct that is defamatory, obscene, or deceptive;
- violating Liberty's Copyright Policy or the intellectual property rights of Liberty or third parties;
- removing any proprietary notices, labels, copyright, or trademarks from the Services;
- capturing, ripping, downloading, framing or mirroring any content forming part of the Services;

- using the Services for high-risk activities involving vital communications in which an error or interruption in the Services could lead to material injury to business, persons, property, or the environment; or
- accessing the Services in order to (1) build a competitive product to the Services, or (2) copy any ideas, features, functions or graphics of the Services.

4. What If My Use Affects Systems, Networks, and the Services?

- a.** Any disruptive or otherwise unauthorized activity that interferes with the systems, networks, or Services of Liberty, its customers, or any third party, is prohibited. Examples of prohibited conduct include:
- Unauthorized access to or use of data, systems, or networks without express authorization of the owner of the system or network, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures.
 - Unauthorized monitoring of data or traffic on any network or system.
 - Forging, or tampering with, any data or traffic on any network or system.
 - Interfering with Internet service to any Liberty customer, host, or network, including, but not limited to, mail bombing, flooding, or denial of service attacks.
 - Disrupting, degrading, tampering with, or otherwise adversely affecting Liberty's network, or equipment owned by Liberty or Liberty's customers.
 - Excessive use of bandwidth that, in Liberty's sole opinion, places an unusually large burden on Liberty's network or goes above normal usage. Liberty reserves the right to impose limits on excessive bandwidth consumption via any means available to it.

What About Uses That Affect Security?

- a.** You are solely responsible for the security of any device connected to the Services, including any data stored on that device. You must take steps to protect such devices from

attack, such as infection by computer viruses, and from unauthorized use. Wireless networks should be secured and encrypted.

- b. Liberty reserves the right, in its sole discretion, to take appropriate action against customers with security issues, such as those infected with computer viruses or worms to prevent further spread.
- c. If Liberty notifies you of a security issue with your use of the Services, you must address the problem in a timely fashion. Liberty will consider failure to address an issue after such notification to be a violation of this AUP.

5. Enforcement.

Liberty may, but is not required to, monitor your compliance with this AUP, Your Agreement, any Liberty rules and policies, and applicable Service Terms. Liberty reserves the right at its sole discretion to immediately suspend, terminate, remove content from, or restrict use of all or part of, the Services without notice if your use violates any of the foregoing. Further, Liberty, in its sole discretion, will take any other legal or technical action it deems appropriate. Liberty is not liable for any such action and such action is not exclusive of other remedies available to Liberty.

6. No Waiver.

The failure by Liberty or its affiliates to enforce any provision of this Policy at any given point in time shall not be construed as a waiver of any right to do so at any future time thereafter

7. What are the Restrictions Applicable To Wireless Services?

- a. **General.** Our wireless network is a shared resource, which we manage for the benefit of all our customers. To ensure the activities of some users do not impair the ability of other customers to have access to reliable services provided at reasonable costs, we forbid certain activities and uses (“Prohibited Network Uses”). Prohibited Network Uses include use of Liberty Wireless Service that, in Liberty’s sole determination: hinders other customers’ access to the wireless network; involves a mechanism that is used to originate, amplify, enhance, retransmit or generate a radio frequency signal without our permission; negatively affects our network or compromises network security or capacity; excessively and disproportionately contributes to network congestion; adversely impacts network service levels or legitimate data flows; degrades network performance; causes harm to other customers; tethers a wireless device to a computing device if you have not subscribed to a rate plan with a tethering feature; uses any wireless device for Wireless Service with an ineligible rate plan; or is otherwise excessive or unreasonable.
- b. **Voice Service.** Our unlimited Voice Service is provided primarily for live dialogue between individuals. If your use of unlimited Voice Service for call forwarding, conference calling, or purposes other than live dialogue between individuals exceeds 1,000 minutes per month, Liberty may terminate your Voice Service or change you to a rate plan with no unlimited voice usage components. You expressly agree not to use the Voice Services for auto-dialing, continuous or extensive call forwarding, telemarketing, or for any other use

that results in harm to Liberty's network, fraud, or usage inconsistent with normal calling patterns (as applicable to your use as a residential or commercial customer).

- c. Messaging Service.** Our Messaging Services are provided solely for communication between, and/or initiated by, individuals for personal use. You may not use Messaging Services for commercial purposes, including, but not limited to: (1) sending unsolicited, unauthorized, spam, or other unwanted messages (whether SMS, MMS, RCS, or other); (2) sending or receiving unusually high numbers of messages or messages not originated on your Wireless Device; or (3) reselling or transferring messaging capabilities. We may terminate or restrict your Messaging Service for tethered messaging, excessive use, or misuse.

- D. Data Service.** Data Service may not be used in any manner that has the effect of excessively contributing to network congestion, hindering other customers' access to the network, or degrading network performance. For example, this includes, but is not limited to: server devices or host computer applications such as continuous Web camera posts or broadcasts, automatic data feeds, or automated machine-to-machine connections; "auto-responders," "cancel bots," or similar automated or manual routines that generate excessive amounts of traffic or that disrupt user groups or email use by others; use of the Data Service as a substitute or backup for private lines or full-time or dedicated data connections; peer-to-peer (P2P) file sharing services; and software or other devices that maintain continuous active internet connections when a connection would otherwise be idle or any "keep alive" functions. Data Service also may not be used with high bandwidth applications, services and content that are not optimized to work with Data Service and therefore, disproportionately and excessively contribute to network congestion. This includes, but is not limited to, redirecting television signals for viewing on computing devices; web broadcasting; and/or the operation of servers, telemetry devices, or supervisory control and data acquisition devices. If you use your unlimited data plan in any manner that is prohibited, we may migrate you from an unlimited data plan to a tiered data plan and charge you the appropriate monthly fees.