



## Service Terms of Service

*Updated November 2018*

By ordering a service from Conifer Communications or by using a service provided by us, you accept this policy and agree to follow the rules explained in it.

We may revise this policy at will. Changes are in force as soon as the revised document is published. You are responsible for adhering to and maintaining knowledge of any updates to the Terms of Service. However, this is a basis document and is intended to remain so; in general, courteous, law-abiding behavior is outlined in this document.

### Definitions

- Customer, I, you, your: A person, a company, or legal entity who subscribes to a service provided by Conifer Communications
- Conifer Communications, we, us: Conifer Communications, Inc. Sonora, CA
- User: A person, company or legal entity who uses any service provided by Conifer Communications
- Service: Any product, offering, system, or help provided by Conifer Communications
- Equipment: Any hardware or device provided by Conifer Communications for use by a user.

### Acceptable Use Policy

An Acceptable Use Policy (AUP) within this Terms of Service, is used to describe acceptable and unacceptable behavior when using Conifer Communications services. For unacceptable behaviors, we outline why these behaviors are unacceptable, and what will happen if you engage in them in violation of the AUP.

Rules are based on the laws and Internet conventions that have developed in the last two or three decades. These conventions are not arbitrary. Internet users created them by discovering, by trial and error, what works and what doesn't. The Internet only works if the people using it cooperate to use the Internet sensibly.

### Termination/Violation Clause

The internet may only be used for lawful purposes. Transmission of any material in the violation of any U.S. or state, or local regulation is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret.

Copyright infringement will result in a violation against the Subscriber. Three violations will result in an immediate termination of the Subscriber's service, although Conifer Communications does reserve the right to terminate the Subscriber early if deemed necessary. Any harmful acts against Conifer Communications will result in immediate termination.

The subscriber is responsible for the use of the Internet by all parties accessing the Internet through the Subscriber, such as employees, agents, and non-employees, as well as non-agents – allowed access.

We are required by law to report some kinds of behavior to law enforcement, including (but not limited to) child abuse and child pornography of any kind, terrorism, and certain kinds of threats.

#### Information We Must Disclose

We may receive legal requests for customer information from government and law enforcement personnel. We may also receive discovery requests in civil cases. We cooperate by providing the information required by law. However, Conifer Communications does not volunteer customer information or give access to customer communications to law enforcement or others, except in the "Special Exceptions" detailed above or if we have a good faith belief that an emergency involving an immediate danger of death or serious physical injury requires disclosure. Many criminal subpoenas require that we not disclose or notify you of the request. Due to this fact, we do not assume any duty to notify you of receipt of any legal requests.

#### Internet Information

We may receive subpoenas for your identity in connection with use of your Internet service for apparent copyright infringement or other civil matters. Files shared over "peer-to-peer" services often include your IP Address, and you can be identified in this way if we receive a lawful subpoena. Law enforcement can also obtain details about your Internet use and the content of communications through a warrant or similar authority.

#### VoIP Information

Law enforcement must obtain a warrant or other similar authority to use a telephone wiretap or a device to capture dialing information. Law enforcement can also subpoena account and call record information.

In an event where your account is suspended or closed, Conifer Communications does not owe you credit. If you lose access because of your own or your users' behavior, you will not receive a refund and all outstanding charges are still due. Additionally, a disconnection and or reconnection fee that may be applied to your account.

#### Basics

Conifer Communications offers access to the Internet and other telecommunication services. However, the Internet or telephone network is not owned, operated, managed by, or in any way affiliated with Conifer Communications. The Internet is a separate network of computers independent of Conifer Communications. Your use of the Internet and telephone network is solely at your own risk and is subject to all applicable local laws and regulations. Your access to the Internet and telephone network is dependent on numerous factors, technologies, and systems, most of which are beyond the authority and control of Conifer Communications.

#### Usage Limits

Conifer Communications internet service provides unlimited data. However, we maintain the right to both notify or throttle any user using high amounts of data that negatively impact network performance.

Conifer Communications also follows the following behavior for prioritization, traffic blocking and throttling.

- Prioritized Traffic: http, https, udp, voip, gaming, and all traffic streams under 1Mbps during link saturation. (88%+)
- Blocked Traffic: Port 25, DHT 1025-65535 udp, torrent tcp announce 2710,80, torrent local broadcast udp 6771.

#### Local Laws

All local laws must be followed when using a service provided by Conifer Communications

#### Copyright / Trademark / Unauthorized Usage of Device, Firmware or Software

The Service and Device and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, and all Services, information, documents and materials on our service website(s) are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") belonging to us are and shall remain our exclusive property, and nothing in this Agreement shall grant you the right or license to use such marks.

#### Unacceptable Conduct

You need to avoid certain activities in connection with your Conifer Communications service besides outright crime.

#### Termination or Cancellation

We reserve the right to discontinue furnishing services, cancel your account, and/or block your access to our network, without incurring any liability, immediately and without notice if we deem that such action is necessary to prevent or to protect against fraud or to otherwise protect our personnel, agents, facilities, or services. Without limitation, we may take such actions if:

- You refuse to furnish information or furnish false information that (i) is essential for billing; or (ii) pertains to your past or current use of common carrier communications service, or your planned use of such service;
- Your service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or possible fraud;
- You have been given written notice (including email notification) by us of any past due amount (which remains unpaid, in whole or in part) for any of our or an affiliated carrier's service to which you either subscribe or had subscribed or used;
- You either refuse to pay when billed for service or indicate to us or an entity billing on our behalf that you do not intend to pay for service used by you;
- You use, or attempt to use, service with the intent to avoid the payment, either in whole or in part, of the charges for the service by (i) using or attempting to use service by rearranging, tampering with, or making connections to service in an unauthorized manner; or (ii) using tricks, schemes, false or invalid numbers, false credit devices, or other fraudulent means or devices;
- You act, or fail to act, in a manner that hinders or frustrates any investigation by us or others having legal authority to investigate your legal obligations;
- Your telephone equipment fails to pass back to us the appropriate signal to start and stop billing for a call;
- You act in a manner that is threatening, obscene, harassing, or abusive to our personnel. Upon early contract termination or cancellation, payment for the remaining period of time applicable to Subscriber's contract term will be billed to Subscriber's account. Additional charges will be

issued for any Conifer equipment not recoverable post Service termination or cancellation.

#### [Unacceptable Data](#)

"Data" means text, pictures, software, recordings, or any other form of information. In the event of complaints against your data, Conifer Communications alone will determine whether the file or information in question is unacceptable.

Conifer Communications supports the uncensored flow of information and ideas over the Internet. We do not monitor what you are receiving or transmitting in the form of email, web pages, or other data. We do not exercise editorial control over the content of any web site, email message, or other data created through or accessible via our service. However, we may remove any materials that we believe to be illegal or in some other way violate Conifer Communications' policies or may subject us to liability.

Do not upload, email, post or otherwise distribute data which is: unlawful or illegal under the laws the United States threatening abusive harassing libelous defamatory obscene deceptive fraudulent invasive of another's privacy inaccurate intended to victimize, harass, degrade, or intimidate a person or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability, or any other reason Intended for use in distributing unsolicited bulk mail, "hacking," or other proscribed activities.

You may not use Conifer Communications to work around some other ISP's rules or to abuse another service.

#### [Valid Return Email Address](#)

All emails sent by you must have a valid return email address.

#### [Moving of Conifer Communications' Equipment](#)

No equipment supplied by or owned by Conifer Communications may be removed from its installed position unless you have permission from Conifer Communications. It remains property of Conifer Communications.