

## AirTV Acceptable Use Policy

### I. Introduction

AirTV is at all times committed to complying with the laws and regulations governing use of the Internet, e-mail transmission, text messaging, emergency response systems, wireless signals, and other technologies. The AirTV Acceptable Use Policy ("AUP") is designed to help achieve these goals. Please also read the applicable End-User License Agreement ("EULA") that you must agree to in order to use the App to access your AirTV device.

By using AirTV products or services, you agree to comply with this AUP and to remain responsible for its users. AirTV reserves the right to change or modify the terms of the AUP at any time, effective when posted on AirTV's web site at [www.airtv.net/legal](http://www.airtv.net/legal). Your use of the AirTV products or services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

### II. Scope of the AUP

The AUP applies to the AirTV products or services and your use of such products and services. You and all others who you allow to use your AirTV products or services must comply with this AUP. Your failure, or others' failure, to comply with this AUP could result in the suspension or termination of your access to the AirTV products or services. Therefore, you should take steps to ensure that others you permit to use your AirTV products or services are aware of this AUP and agree to abide by it. If you are unwilling to comply with this AUP, you must immediately stop all use of the AirTV products or services and notify us via the contact information detailed in your AirTV Terms of Use.

This AUP is incorporated and made a part of the AirTV Privacy Policy and AirTV EULA, both of which are incorporated herein by reference (the "Related Documents"). Capitalized terms not defined in this AUP have the meaning given such terms in the Related Documents.

### III. Prohibited Activities

**General Prohibitions:** AirTV prohibits use of the AirTV products or services in any way that is unlawful, harmful to or interferes with use of AirTV's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

**Unlawful Activities:** The AirTV products or services may not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule, including posting, storing, sending, transmitting, or disseminating any information or material which a reasonable person could deem to be unlawful.

**Violation of Intellectual Property Rights:** The AirTV products or services may not be used to publish, submit, receive, upload, download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or

privacy or publicity rights of AirTV or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

**Threatening Material or Content:** The AirTV products or services may not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others.

**Inappropriate Interaction with Minors:** AirTV 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. For more information about online safety visit [www.ncmec.org](http://www.ncmec.org).

**Child Pornography:** The AirTV products or services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to AirTV. AirTV will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

#### IV. Security Violations

You are responsible for ensuring and maintaining security of systems and the machines that connect to and use AirTV products or services, including implementation of necessary patches and operating system updates.

The AirTV products or services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of AirTV's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);

- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- using manual or automated means to avoid any use limitations placed on the AirTV products or services;
- providing guidance, information or assistance with respect to causing damage or security breach to AirTV's network or systems, or to the network of any other service provider; or
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

## V. Customer Responsibilities

You remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the AirTV products or services. AirTV has no responsibility for any material created on AirTV's network or that is accessible using AirTV products or services, including content provided on third party websites linked to the AirTV network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by AirTV of the content(s) of such sites.

You are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

### **AUP Enforcement and Notice:**

**Your failure to observe the guidelines set forth in this AUP may result in AirTV taking actions anywhere from a warning to suspension or termination of your AirTV products or services. When feasible, AirTV may elect to provide you with a notice of an AUP violation via e-mail or otherwise allowing you to promptly correct such violation.**

**AirTV reserves the right, however, to act immediately and without notice to suspend or terminate affected AirTV products or services in response to a court order or government notice that certain conduct must be stopped or when AirTV reasonably determines, that the conduct may: (1) expose AirTV to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of AirTV's network or networks with which AirTV is interconnected, (3) interfere with another AirTV customer's use of AirTV products or services, or the Internet (4) violate any applicable law, rule or regulation, or (5) otherwise present an imminent risk of harm to AirTV or AirTV customers.**

**AirTV has no obligation to monitor content of any materials distributed or accessed using the AirTV products or services. However, AirTV may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the AirTV network and its customers.**

**Effective Date:** The Effective Date of this AUP is [], 2017.