



Acceptable Use Policy

Overview

As a provider of communications services, Bluebird Network, LLC and its subsidiaries (collectively, "Bluebird Fiber") offer customers and users the means to acquire and disseminate information utilizing the Internet. Because of the nature of the Internet, Bluebird Fiber reserves the right to take certain preventative or corrective actions to protect its network, its customers, and users, which are outlined in this Acceptable Use Policy ("Policy"). This Policy, including the following list of prohibited activities ("Violations"), outlines certain terms to which Bluebird Fiber's customers and their users are expected to adhere and is intended as a guide to the obligations of customers and their users when using Bluebird's services. Customer use of Bluebird Fiber products and services constitutes acceptance of this Policy. Customers are solely responsible for any and all acts and omissions that occur during or relating to use of the service and agree not to engage in any unacceptable use of the service. Bluebird may revise this Policy from time to time in its direction.

Prohibited Uses of Bluebird Fiber Systems and Services

1. Transmission, distribution or storage of any material in violation of any applicable US or non-US laws or regulations. This includes, without limitation, any material that infringes or misappropriates the intellectual property of others, including copyrights, trademarks, service marks, trade secrets, or other intellectual property used without proper authorization, and material that is obscene, defamatory, abusive, harassing, threatening, or violates export control laws.
2. The sending of any form of Unsolicited Bulk Email ("UBE" or "spam"), Internet viruses, worms, Trojan horses, ping, flooding, mail-bombing, or denial of service attacks utilizing Bluebird Fiber's network. Likewise, the sending of these materials from another service provider advertising a web site, email address or utilizing any resource hosted on Bluebird's servers, is prohibited. Bluebird Fiber accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy.
3. Subscribing email addresses to any mailing list without the consent of the email address owner, and sending unsolicited mail messages. This includes the sending of "junk mail" or other advertising material to individuals who did not specifically request such material, who were not previous customers of the customer or with whom the customer does not have an existing business relationship (e.g., E-mail "spam"); or distributing, advertising or promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam.

4. Deceptive marketing practices, including but not limited to forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.
5. Advertising, transmitting, or otherwise making available any software, program, product, or service that violates this Policy, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, Internet viruses, worms, Trojan horses, pinging, flooding, mail-bombing, pirated software, or denial of service attacks over the Bluebird Fiber network.
6. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org.
7. Accessing illegally, or without authorization, computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system. This includes any activity that might be used as a precursor to such conduct, including a port scan, stealth scan, flood pings, packet spoofing, forged routing, or other information gathering activity.
8. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
9. Using Bluebird Fiber's services to interfere with the use of the Bluebird Fiber network or other networks and systems by other customers or authorized users, including the generation of excessive network traffic on the Bluebird Fiber network through the use of automated or manual routines that are not related to ordinary personal or business use of Internet services.
10. Engaging in any activity that is determined to be illegal, including advertising, transmitting, or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.
11. Resale of Bluebird Fiber's products and services without the express prior written consent of Bluebird Fiber (unless customer is an authorized wholesaler).
12. Executing any form of network monitoring that will intercept data not intended for the customer.
13. Harassment, whether through language, frequency, or size of messages.
14. Unauthorized use or forging of mail header information.
15. Solicitations of mail or any other E-mail address other than that of the poster's account or service, with the intent to harass or collect replies.
16. Using any program, script, or command, or employing any automated means to extract data from any internet-based content owner, except when (a) it is in accordance with the content owner's

robots.txt file, or (b) with the content owner's written permission, which shall be provided to Bluebird Fiber upon request. This provision includes the use of botnets, crawlers, or scrapers for data extraction for re-marketing and AI learning use cases.

Customer Responsibility for Customer's Users

Each Bluebird Fiber customer is responsible for the activities of its users, and, by accepting service from Bluebird Fiber, each customer agrees that its users are subject to and will abide by this Policy. If a customer or its user violates this Policy, Bluebird reserves the right to terminate the customer's service or take action to stop the customer or its user from violating this Policy as Bluebird Fiber deems appropriate, without notice.

Bluebird may temporarily suspend traffic to and from a customer's IP address in the event of a (a) denial of service attack, (b) botnet, (c) propagation of computer viruses or other programs, (d) malicious and premeditated congestion of Bluebird's network, (e) falsification of the identity of packages and messages (including modification of the heading of TCP/IP packages, electronic mail messages and message), or (f) other similar attacks on Bluebird Fiber's network or customers, in each case originating from or directed towards an IP address of customer or its user and posing a threat of material harm to Bluebird's network or customers.

No failure or delay in exercising or enforcing this policy shall constitute a waiver of the Policy or of any other right or remedy. If any provision of this policy is deemed unenforceable due to law or change in law, such a provision shall be disregarded and the balance of the policy shall remain in effect.

Under no circumstances will Bluebird Fiber be responsible for any SLA credits, liquidated damages, or other liabilities for interruptions of service resulting from Policy Violations by a customer or a customer end-user, including interruptions due to suspension or disconnection because of a Violation.

To contact us with questions or comments regarding this Policy or regarding claimed violations of this Policy, please email abuse@bluebirdfiber.com.

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