

**Acceptable Use Policy**

This Acceptable Use Policy is in addition to Direct Communications Contract and Direct Communications Rights and Responsibilities. This AUP is between Direct Communications (“our” or “Direct”) and the Customer (“you” or “your”) for “service” (internet and/or phone). By using the Service, you consent and agree to be bound by the terms and conditions of this AUP. You are responsible for regularly reviewing this AUP. Failure to abide may result in suspension or termination of Service**. If you do not agree to the terms of this AUP do not activate your service and immediately contact Direct. By using our service, you agree to this Acceptable Use Policy.**

**Service**

Commencing on the date on which service is activated, you will have use of the service. In exchange, you will pay the current charges for such service and equipment, including activation charges upon commencement of billing. Billing will begin when Direct has activated your service, whether or not you have completed self-installation or actually use the service.

You agree to provide Direct reasonable access to your premises to activate, maintain or repair your service.

Service shall continue until you speak with a Direct representative and give notice that you wish to discontinue the service or service is terminated by Direct for nonpayment. Services cannot be terminated via email or voicemail and must be confirmed with account password verification.

Direct requires all underground lines to be marked before the start of any digging on the premises, either by Direct, a third-party company or you. Please call Blue Stakes (811) to mark premises. Direct is not responsible for unmarked sprinkler lines or damages to those lines.

**Fees**

You agree to pay all fees and charges specified when you requested service for internet and/or phone usage and any equipment. Fees may change and will be posted on Direct Communications website or will show on your statement.

A one-time activation fee will be charged to the credit/debit card you give to Direct. This one-time charge does not set up autopay.

If any portion of your payment is received after the last day of the month, a late fee will be assessed. Direct reserves the right to bill for all outstanding sums to you.

Unless otherwise requested, your bills and all correspondence will be sent via email.

In the event any balance is not paid and the account is sent to collections, you agree to pay all collection fees and costs incurred. In the event of a lawsuit to collect the unpaid balance, you agree to pay court costs and reasonable attorney fees. In order for Direct to service your account or collect unpaid balances, you agree to being contacted by telephone at any number associated with your account, including wireless telephone numbers, which could result in charges to you. You may also be contacted by text messages or email, using any email address you provide to Direct. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device.

If two payments are made through your bank account and are returned due to NSF (nonsufficient funds), you will not be allowed to pay via your bank account for one year. NSF fees will be charged to your statement the following month.

Direct may suspend or discontinue service if charges are not paid.

Direct may charge a rescheduling fee if you are not present for a scheduled trouble ticket or activation appointment.

Direct may charge a restocking fee if a router is leased and returned prior to 6 months. Direct can also charge if all equipment and box is not returned or if the router is inoperable.

Transferring service to a new location voids the contract. If you transfer service within Eagle Mountain, you will be charged a new activation fee and sign a new contract.

**Cancellations, Terminations and Transfers**

You may terminate services by contacting a Direct representative. Services cannot be terminated via email and must be confirmed with account password verification. You agree to pay the prorated amount due for the month in which service is terminated. If you terminate services prior to your contract commitment, you agree to pay the broken contract fee. If you have service with equipment and the equipment is not returned, you will be billed for the equipment.

If you fail to pay any charge when due or if you fail to perform any conditions of your contract or you provide false or inaccurate information to obtain service, Direct may suspend your service.

Service is not transferrable.

Speed plans and pricing are not grandfathered. If your account is suspended or reconnected, current plans apply.

**Provisions of Service**

You understand and agree that temporary interruptions of service may occur. You further agree that Direct has no control over third party networks you may access and therefore disruption of other network transmissions are completely beyond our control. You understand that services will be interrupted from time to time for various reasons including maintenance, upgrades, power outages, etc. There will be no warning for some of the outages.

**Limitation of Liability**

Direct will make reasonable efforts to provide continuous and uninterrupted service to you. Under no circumstance shall Direct be liable to you or any other person for any special, incidental or punitive damages of any kind, including (without limitation to) loss of profits, loss of income or cost of replacement services.

Direct is not liable for damages in regards to service interruptions due to mistakes, omissions, and/or delays. Any credits, if any, issued will not exceed the prorated amount for the period which service was affected.

Direct makes no warranty that the service will meet your requirements or that the service will be uninterrupted, timely, secure or error free. Direct does not make any warranty as to the accuracy or reliability of any information obtained through the service. Direct provides no minimum guaranteed service.

You understand and agree that any material and/or data downloaded or otherwise obtained through the use of service is done at your own risk and you are responsible for any damage to your computer system or loss of data that results from downloaded material and/or data.

You are responsible for the protection of your identity.

**Indemnity**

You agree to indemnify and save Direct harmless from all claims, losses, liens, expenses and attorney fees for injuries to or death of any person for damages to or loss of any property which may in any way arise out of or result from your use of service.

**Compatibility**

You are solely responsible for provisioning, configuring and maintaining your equipment on your premises. Direct is not responsible for delays in provisioning your service if your equipment is incompatible.

**Customer Support**

Activation of residential service is with a single IP; additional IP addresses can be given for an additional fee and can be limited.

You are responsible for additional charges for visits by a Direct employee or subcontractor to your home when service is not working as determined by negligence on your part.

**Use Limitation**

You agree to use the service only for lawful purposes and in accordance with this AUP. Any unauthorized or unlawful use of the service is strictly prohibited and may result in the suspension or termination of your service. Direct reserves the right to update this AUP at any time, without notice, to reflect changes in technology, regulations or to protect the rights of you and the company.

Direct abides by the laws of the State of Utah and Federal regulations.

**Prohibited Activities**

You must not use the service for any of the following activities:

1. Illegal activities, including but not limited to hacking, theft, distribution of copyrighted material, and
2. Network security breaches, including but not limited to unauthorized access to other networks, systems, or data.
3. Spamming, including but not limited to the sending of unsolicited commercial emails.
4. Resource abuse, including but not limited to excessive consumption of network resources that affects other users.
5. Content restrictions, including but not limited to the transmission or access of offensive, obscene, or illegal content.
6. Privacy violations, including but not limited to the unauthorized collections, use, or disclosure of personal information.
7. Reselling of service, Direct prohibits the sharing of service outside of the agreed upon service delivery address.

**Monitoring**

Direct reserves the right to monitor the use of service to ensure compliance with this AUP. This may include, but is not limited to, the monitoring of network traffic, email, and other forms of communication. You agree that Direct may access, use, and disclose information as necessary to protect the rights of Direct, Direct customers, and other internet users.

**Disclaimer**

Direct does not control or endorse the content of the information passing through its network and cannot be held responsible for any harm or damage that may result from the use of the service. You assume all risk for your use of the service and must take appropriate measures to protect your network and data.

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