

MILE HIGH NETWORKS LLC — ACCEPTABLE USE POLICY

Effective Date: March 2026

By subscribing to any residential or commercial broadband Internet service (collectively, the "Services" and individually, a "Service") provided by Mile High Networks LLC ("Mile High Networks," "we," "us," or "our"), Customer agrees not to use the Services for any unlawful purpose and to comply with all terms of this Acceptable Use Policy (the "AUP" or "Policy").

This Policy supplements the restrictions contained in the Mile High Networks Master Services Agreement ("MSA"), which is incorporated by reference. In the event of a conflict between this Policy and the MSA, the MSA shall govern.

The term "Customer" refers to the subscriber and any user of the Service. By using the Services, Customer agrees to the terms of this Policy and is responsible for ensuring that all persons who access the Services through Customer's account also comply.

Mile High Networks may update this Policy at any time by posting the revised version on our website at milehighnetworks.net. Customer's continued use of the Services constitutes acceptance of the then-current Policy.

1. Permitted Use

Residential Service

"Residential Service" includes all Services designated for personal and family use within a single household. Customer agrees that only Customer and co-residents living in the same home will use the Services. Customer shall not:

- Use, or allow others to use, the Service to operate any type of business or commercial enterprise
- Resell, redistribute, or share access to the Service with third parties, including via wireless technology
- Advertise that the Service is available for use by unauthorized users

Customer is solely responsible for any misuse of the Service through Customer's account, whether by household members, guests, or any third party.

Commercial Service

"Commercial Service" includes all Services designed for use by a business entity or individual providing goods or services. Customer agrees that only Customer's employees and authorized patrons may use the Service within Customer's business premises. Customer is solely responsible for any misuse of the Service through Customer's account, whether by employees, patrons, guests, or any third party.

2. Generally Prohibited Activities

The following activities are prohibited for all Services, regardless of whether the activity was committed by Customer or any person who gains access to the Services through Customer's account:

(a) Security Responsibilities. Customer is responsible for maintaining the confidentiality of passwords and for securing all devices connected to the Services, including any data stored on those devices.

(b) Objectionable Use and Content. The following uses are prohibited:

1. Any use that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, or invasive of another's privacy or rights
2. Surveys, contests, pyramid schemes, chain letters, junk email, spamming, or unsolicited messages in violation of the CAN-SPAM Act or the Telephone Consumer Protection Act
3. Publishing, distributing, or disseminating inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful material
4. Advertising, soliciting, or selling goods for any non-personal purpose under Residential Services
5. Harvesting or collecting information about others (including email addresses or phone numbers) without their consent
6. Creating a false identity to mislead others as to the sender or origin of a message
7. Transmitting material containing viruses, Trojan horses, worms, or other harmful software
8. Interfering with or disrupting networks connected to the Services
9. Attempting to gain unauthorized access to the Services, other accounts, computer systems, devices, or networks through password mining or any other means
10. Hosting publicly accessible file sharing, gaming, or email servers (including HTTP, FTP, SMTP, POP3, and peer-to-peer) on Residential Service. FCC-authorized smart home systems and IoT devices are excluded from this prohibition
11. Interfering with another Customer's use and enjoyment of the Services

3. Prohibited Internet Service Activities

Customer shall use the Services and related equipment only for lawful purposes. The following activities are specifically prohibited:

(a) Background and Server-Type Applications. Including but not limited to IRC bots, malware bots, spam bots, unauthorized web servers, and any process initiated by Customer that continues execution upon logout. FCC-authorized smart home systems and IoT devices are excluded.

(b) Network Security Violations. Running packet sniffers, password cracking programs, and similar utilities is prohibited. This includes attempts to compromise any system, network, server, or application via the Mile High Networks network.

(c) Account Sharing. Sharing Internet Service with another party to avoid payment for a separate Service is prohibited. Customer may connect multiple devices within a single location through a single Mile High Networks-issued IP address.

(d) Commercial Use on Residential Accounts. Residential accounts are designed for personal use and may not provide the capacity required for commercial activity. Customers conducting business should contact our sales department at sales@milehighnetworks.net to upgrade to a Commercial account.

(e) Email Abuse. Prohibited email abuse includes: sending unsolicited messages in violation of the CAN-SPAM Act, sending harassing or threatening messages, and forging email headers or addresses.

(f) Pyramid and Money-Making Schemes. Solicitation or transfer of information via the Internet in an attempt to extort money or valuables, or the use of pyramid or chain letters, is prohibited.

4. Copyright Infringement

For copyright infringement claims, Customer acknowledges that Mile High Networks may remove any content alleged to infringe a third party's copyrights upon receiving a DMCA notice, and may terminate Service for repeat infringement. See the Mile High Networks DMCA Copyright Infringement Policy for details.

5. Enforcement

Mile High Networks reserves the right to immediately suspend or terminate any Service without prior notice for Customer's failure to comply with this Policy or the MSA. In the event of termination for a Policy violation:

- Customer will be responsible for all charges through the end of the current billing period, including unbilled charges and any applicable termination fees, all of which become immediately due
- Violations may also result in prosecution under applicable state and federal law

Mile High Networks will provide information in response to law enforcement requests, subpoenas, and court orders, to protect its rights and property, and where failure to disclose may lead to imminent harm to a Customer or others.

6. Contact Information

Questions about this Policy should be directed to:

Mile High Networks LLC 8196 E Valley Road Prescott Valley, AZ 86314 Phone: (928) 493-4420 Email: support@milehighnetworks.net