

US Cable High-Speed Internet Acceptable Use Policy

In order to provide our customers high quality and reliable internet services, US Cable has adopted this Acceptable Use Policy (the "AUP" or "Policy"). This Policy sets forth certain acceptable (and unacceptable) uses of the US Cable High-Speed Internet equipment (the "Equipment") and service (the "Service"), as well as permissible and prohibited conduct for using the Equipment and Service to access the Internet. This Policy supplements and is in addition to the US Cable Services Agreements (the "Service Agreements"), Privacy Policy and other applicable policies (including, for example and without limitation, the Residential Services Agreement).

It is the responsibility of all US Cable High-Speed Internet customers and all others who have access to US Cable's network ("customer," "you," or "your"), to comply, and to ensure that any other user who is using your equipment or account to access or use the Service shall comply, with this AUP and all US Cable policies. If you do not agree to comply with all of these policies including the AUP, you must immediately stop use of the Equipment and Service and notify US Cable so that your account may be closed. US Cable reserves the right to immediately suspend or terminate the Service and the Services Agreements at any time if you engage in any of the prohibited activities listed in this Policy or if you use the US Cable Equipment or Service in a way which is contrary to any applicable law or US Cable policies.

US Cable may revise this Policy from time to time without notice by posting a revision on the US Cable website. Any revision of this Policy is effective immediately upon such posting and customers and users of the US Cable High-Speed Internet Service should regularly visit our web site and review this Policy, and all others, to ensure that their activities conform to the most recent versions. In the event of a conflict between this Policy and subscriber's Service Agreements, the terms of the Services Agreements will prevail.

Unacceptable and Prohibited Uses and Activities

In addition to the prohibited uses and activities that are set forth in the Services Agreements, Customer agrees not to, and not to enable to allow others to, do any of the following while using or accessing the Equipment and Service:

- **No Illegal or Fraudulent Activities.** Customer agrees not to, and not to allow others to, engage in any activity that could be deemed illegal, or in violation of any applicable federal, state or local law, regulation or rule; nor engage in any activity, or post, transmit, or disseminate content which violates any proprietary rights or privacy rights of US Cable or any third party or is unlawful, or that a reasonable person could deem to be offensive, harassing, abusive, threatening, embarrassing, defamatory, libelous or otherwise inappropriate or objectionable; nor post, transmit or disseminate objectionable content or information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, federal or international law, order or regulation.
- **Intellectual Property and Copyright Infringement.** Customer agrees not to, and not to allow others to, copy, distribute or sublicense any software or firmware provided by US Cable nor upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, trademark or other intellectual property or proprietary right, without obtaining permission of the owner.
- **Restricted Access or "Hacking."** Customer agrees not to breach or attempt to breach the security of another user or attempt to gain access to any other person's computer, software or data without the knowledge and consent of such person. The Equipment and the Service may not be used in any attempt to circumvent the user authentication or security of any host, network or account. Use or distribution of tools designed for compromising security is also prohibited.

- **Bandwidth, Data Storage and Other Limitations.** Customer agrees to comply with US Cable's bandwidth, data storage and other limitations of the High Speed Internet Service as established and modified by US Cable from time to time. Customer agrees that its bandwidth usage activity will not improperly restrict, inhibit or degrade any other user's use of the High Speed Internet Service, nor represent (in US Cable's sole judgment) an unusually large burden on the network. Customer also agrees that its activity will not restrict, inhibit, disrupt, degrade or impede US Cable's ability to deliver and track its High Speed Internet Service, backbone, network nodes and/or other network services.
- **Viruses.** Customer agrees not to use, nor allow others to use, the Internet Service to restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the Internet Service or the Internet, regardless of intent, purpose or knowledge, including, without limitation, by posting or transmitting any information or software which contain computer "viruses," worms, "Trojan horses" or other harmful software programs and that you will use your best efforts to prevent the unintentional transmission of such viruses.
- **Protection of Minors.** Customer will not use, nor allow others to use, the Internet Service to harm or attempt to harm a minor, including but not limited to using the Internet Service to send pornographic, obscene or profane materials, or violating the Children's Online Privacy Protection Act, state laws restricting contacts with minors, or any child pornography statutes.
- **No Impersonation of Forgery.** Customer agrees not to, nor allow others to, impersonate another user, falsify one's user name, age or identity in e-mail or in any post or transmission to any newsgroup, blog or mailing list or other similar groups, public or open forums or lists. Additionally, Customer agrees not to, nor to allow others to, forge any message header of any electronic transmission, originating or passing through the Internet Service.
- **No Abuse of Newsgroups.** Customer will not, nor allow others to, post a similar item to more than three (3) newsgroups or mailing lists. You agree that you will not, nor allow others to, post or transmit any private, third party e-mail to any newsgroup or mailing list without the explicit approval of the sender.

Network Integrity

US Cable reserves the right to protect the integrity of its network and resources by any means it deems appropriate. This includes, but is not limited to: port blocking, e-mail virus scanning, denying e-mail access or transmission, and putting limits on bandwidth and e-mail usage.

Personal Web Pages

Warp Drive Online provides you with access to personal Web pages. You are solely responsible for any/all information that you or others publish to your personal web pages. US Cable reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether this material or its dissemination is unlawful. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material that violates the privacy rights or property rights of others (copyrights or trademarks, for example). For purposes of this Policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. US Cable may remove or block content contained on your Personal Web Pages and terminate your Personal Web Access and/or your use of the Service if we determine that you have violated the terms of this Policy.

US Cable's Content Rights

US Cable has neither liability nor obligation to:

- monitor the content on the Service and expressly disclaims any responsibility for any offense or injury arising out of the Customer's access to or dissemination of such content. However, Customer acknowledges and agrees that US Cable has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request to operate the Service properly, or to protect itself or its subscribers. US Cable reserves the right to refuse to post or to remove any information, content or materials that, in its sole discretion, are unacceptable, undesirable or in violation of this Agreement.
- assume responsibility for the content contained on the Internet or otherwise available through the Service. There may be some content on the Internet or otherwise available through the Service which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. All content accessed by Customer through the Service is accessed and used by Customer at Customer's own risk, and US Cable and each of their respective affiliates, subcontractors, employees and agents, shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content by Customer. US Cable specifically disclaims any responsibility for the accuracy, quality and confidentiality of information obtained through the Service.

US Cable Performance and Reliability Rights

Although US Cable will make commercially reasonable efforts to deliver a high quality residential Internet access service, unless otherwise specified by US Cable in writing, Customer is purchasing a residential data service with no performance or reliability warranty either expressed or implied. US Cable reserves the right to manage its network for the greatest benefit of the greatest number of subscribers including, but not limited to the following: rate limiting, traffic prioritization, and protocol filtering. Customer expressly acknowledges and accepts that such action on the part of US Cable may affect the performance of the service. US Cable reserves the right to enforce limits on specific features of the Service, including, but not limited to, e-mail, storage and webhosting maximums.

Enforcement of Policy and AUP

Customer authorizes US Cable and its affiliates to cooperate with law enforcement authorities in the investigation or prosecution of criminal violations, and with system administrators at other Internet service providers or other network computing facilities to enforce the Services Agreements, the AUP and other applicable terms and conditions of the High Speed Internet Service. Such cooperation may include providing certain Customer identifying information to these parties.

US Cable Monitoring

US Cable may not routinely monitor the activity of your Internet Service account for violations of this Acceptable Use Policy. US Cable's failure to enforce this Acceptable Use Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that any portion of this Acceptable Use Policy held invalid or unenforceable will as much as possible be construed consistent with the intent and applicable law; the remaining portions of this Acceptable Use Policy will remain in full force and effect. US Cable reserves the right at any time to monitor bandwidth, usage, transmissions, and content on the Internet Service from time to time; to seek or identify violations of this Policy; and/or to protect the network, the Internet Service and US Cable users.