

# Ntec Internet Acceptable Use Policy

## Why is Ntec providing this Policy to me?

Ntec's goal is to provide its customers with the best residential cable Internet service possible. In order to help accomplish this, Ntec has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of the residential Internet service, (collectively, the "Service"). This Policy is in addition to any restrictions or conditions contained in the Ntec Internet Agreement for Residential Services.

All Internet customers (the "customer," "user," "you," or "your") and all others who use the Service must comply with this Policy. Your failure, or others' failure, to comply with this Policy could result in the suspension or termination of your or their Service accounts. Therefore, you should take steps to ensure that others you permit to use your Service are aware of this Policy and agree to abide by it. If you are unwilling to comply with this Policy, you must immediately stop all use of the Service and notify Ntec so that it can close your account.

## How will I know when Ntec changes this Policy and how do I report violations of it?

Ntec may revise this Policy from time to time by posting a new version on our web site. Ntec will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending email announcements or posting information on our Web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should read any Ntec announcements they receive and regularly visit the Ntec Web site and review this Policy to ensure that their activities conform to the most recent version.

## I. Prohibited Uses and Activities

### What uses and activities does Ntec prohibit?

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or the Ntec Equipment, either individually or in combination with one another, to:

### Conduct and information restrictions

- Undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner; transmit unsolicited bulk or commercial messages commonly known as "spam;"
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of very large numbers of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to Ntec or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or web site that you access or use;

### Technical restrictions

- Access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- copy, distribute, or sublicense any proprietary software provided in connection with the Service by Ntec or any third party, except that you may make one copy of each software program for back-up purposes only;

- distribute programs that make unauthorized changes to software (cracks);
- Use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network (“Premises LAN”), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, web hosting, file sharing, and proxy services and servers;
- use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with the Ntec Equipment or Service or permit any other person to do the same who is not authorized by Ntec;

## **Network and usage restrictions**

- use the Service for any purpose other than personal and non-commercial residential use (except for your individual use for telecommuting);
- use the Service for operation as an Internet service provider or for any business, other legal entity, or organization purpose (whether or not for profit);
- restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other person to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or
- impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Ntec (or Ntec supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Ntec (or Ntec supplier) facilities used to deliver the Service;
- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through WiFi or other methods of networking), in whole or in part, directly or indirectly
- connect the Ntec Equipment to any computer outside of your Premises;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host; or
- Access and use the Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

## **II. Customer Conduct and Features of the Service**

### **What obligations do I have under this Policy?**

You are responsible for your own compliance with this Policy. You are also responsible for any use or misuse of the Service that violates this Policy by anyone else you permit to access the Service (such as a friend, family member, or guest).

Ntec recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by Ntec and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

In all cases, you are solely responsible for the security of any device you connect to the Service, including any data stored or shared on that device. It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by Ntec that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

### **How does Ntec address inappropriate content and transmissions?**

Ntec reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this Policy, or otherwise harmful to Ntec's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither Ntec nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, email, file transfer, blog, newsgroup, and instant message transmissions as well as materials available on the Personal Web Features as defined below) made on the Service. However, Ntec and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the Subscriber Agreement, and applicable law.

### **What requirements apply to electronic mail?**

The Service may not be used to communicate or distribute email or other forms of communications in violation of Section I of this Policy. As described below in Section III of this Policy, Ntec uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).

Ntec is not responsible for deleting or forwarding any email sent to the wrong email address by you or by someone else trying to send email to you. Ntec is also not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted,

or stored temporarily at Ntec's sole discretion. If you cancel or terminate your Service account for any reason, all email associated with that account (and any secondary accounts) will be permanently deleted as well.

If Ntec believes in its sole discretion that any subscriber name, account name, or email address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Ntec (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Ntec may at any time reserve any identifiers on the Service for its own purposes.

### **What requirements apply to instant, video, and audio messages?**

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. Ntec assumes no responsibility for the timeliness, mis-delivery, deletion, or failure to store these messages. If you cancel or terminate your Service account for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well.

### **What requirements apply to personal web pages and file storage?**

As part of the Service, Ntec may provide access to personal web pages and storage space through personal web pages and online storage features (collectively, the "Personal Web Features"). You are solely responsible for any information that you or others publish or store on the Personal Web Features. You are also responsible for ensuring that all content made available through the Personal Web Features is appropriate for those who may have access to it. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. Ntec 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, deems to be in violation of this Policy. For purposes of this Policy, "material" refers to all forms of communications including text, graphics (including photographs, illustrations, images, drawings, and logos), executable programs and scripts, video recordings, and audio recordings. Ntec may remove or block content contained on your Personal Web Features and terminate your Personal Web Features and/or your use of the Service if we determine that you have violated the terms of this Policy.

## **III. Data Consumption**

### **What data consumption requirements apply to the Service?**

Ntec is not currently applying a monthly data consumption threshold to Internet accounts. If the company changes that approach, it will post a new version of this Policy as described above and make other appropriate notifications to customers. However, in certain locations Ntec is providing versions of the Service with different speed and data consumption thresholds, among other characteristics, subject to applicable Service plans.

## **IV. Violation of this Acceptable Use Policy**

### **What happens if you violate this Policy?**

Ntec reserves the right immediately to suspend or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement, or if anyone else you permit to access the Service violates this Policy.

### **How does Ntec enforce this Policy?**

Ntec does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with Section IV of this Policy. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. Ntec has no obligation to monitor the Service and/or the network. Ntec and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Ntec users.

Ntec prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Ntec also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Ntec's intervention. However, if the Service is used in a way that Ntec or its suppliers, in their sole discretion, believe violates this Policy, Ntec or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither Ntec nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Ntec's exclusive remedies and Ntec may take any other legal or technical actions it deems appropriate with or without notice.

Ntec reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material and data on Ntec's servers and network. During an investigation, Ntec may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to Ntec and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your Service account, Ntec is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).

## V. Copyright

### What is the Copyright Alerts System?

The Copyright Alerts System is part of an Internet service provider and content industry initiative to help make people aware of appropriate ways to access and share content online, in particular over peer-to-peer file sharing programs. Copyright owners routinely participate in online peer-to-peer file sharing programs to see if their content is being improperly used or shared. If the copyright owner believes its content was uploaded or downloaded improperly, it can record the Internet Protocol or IP address that was used to access the content over these services. The IP address identifies the Internet service provider who uses the address for its customers; it does not identify an individual person. The copyright owner will then send a notice to the Internet service provider that contains the IP address along with other information such as the date and time of the event, the name of the file sharing program, and an identification of the content. The Internet service provider will then identify the account holder using that IP address in conjunction with the other information and send an alert to that customer. In Ntec's case, we send the alert in two forms: an in-browser notice and an email to the primary account holder of the Service.

You can violate copyright even if the file is legally yours or is not even on your hard drive. If you have file sharing programs, then any files on your computer can be shared with others or your computer can be used to courier files for others who cannot share directly. Also if you have an unsecured wireless router, you could be supplying the internet to someone who is violating the copyright, but it falls under your connection.

### How does Ntec communicate with customers about copyright?

**If Ntec receives notice that a copyright was violated by one of its customers, a \$50 service charge will be assessed to the account on which the violation occurred. This service charge is to help cover the costs that Ntec incurs. It is very important to secure your wireless router so others don't access your internet access without your knowledge.** If you need assistance with encrypting your wireless connection, Ntec technicians can assist you over the phone at no charge. A service charge will incur if we make a trip to your home to assist you with your customer owned router.

Ntec prefers to inform customers of inappropriate activities involving their Service and give them a reasonable period of time in which to take corrective action.

### What is Ntec's DMCA policy?

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Ntec's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Ntec, in its sole discretion, believes is infringing these rights. Ntec may terminate the Service at any time with or without notice for any affected customer or user.

### How do copyright owners report alleged infringements to Ntec under the DMCA?

Copyright owners may report alleged infringements of their works that are stored on the Service or the Personal Web Features by sending Ntec's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Ntec's receipt of a satisfactory notice of claimed infringement for these works, Ntec will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal Web Features or (ii) disable access to the work(s). Ntec will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Ntec, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

### What can customers do if they receive a DMCA notification of alleged infringement?

If you receive a DMCA notification of alleged infringement as described above, and you believe in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then you may send a counter notification to Ntec. Upon Ntec's receipt of a counter notification that satisfies the requirements of the DMCA, Ntec will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that Ntec will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

For information on counter-notification go to <http://www.dmca-info.com/sending-a-dmca-counter-notification.html>. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

Revised and effective: September 24, 2014