

## CABLELYNX ® ACCEPTABLE USE POLICY

**Cablelynx** may modify this Acceptable Use Policy at any time without notifying its users. For this reason, **cablelynx** users should consult the **cablelynx** website ([www.cablelynx.com](http://www.cablelynx.com)) regularly to ensure that their actions are in compliance with the most recent version of the Acceptable Use Policy. In the event of any conflict between this Acceptable Use Policy and the **cablelynx** Terms and Conditions of Use, this Acceptable Use Policy will govern.

You agree that, if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

**Cablelynx** provides a variety of Internet Services (the Services) to residences and businesses (the Customer).

### 1.0 Introduction

1.1 This Acceptable Use Policy is designed to foster an online environment of mutual respect in which everyone is able to enjoy the benefits of **cablelynx**. We believe that the restrictions set out in this Acceptable Use Policy represents a fair balance between the freedom of the individual and the need for some basic rules to ensure that **cablelynx**'s Internet access is not used in an abusive or illegal way.

1.2 **Cablelynx** users are responsible for ensuring that their accounts are used in accordance with this Acceptable Use Policy. If **cablelynx** has reason to suspect that a user, or anyone using a user's account, is violating this Policy, then the account in question may be suspended pending an investigation. If, after an investigation, **cablelynx** determines that an account has been used in violation of this Policy, **cablelynx** may, in its discretion, terminate the user account.

IF YOU DO NOT AGREE TO ABIDE BY THIS ACCEPTABLE USE POLICY PLEASE NOTIFY **CABLELYNX** CUSTOMER SERVICE IMMEDIATELY AT 1-800-903-0508.

1.3 **Cablelynx** does not actively monitor its user's use of its services. We rely on our users to govern themselves and to protect the integrity of the network by reporting any violations of this Acceptable Use Policy to Customer Service by calling 1-800-903-0508.

1.4 **Cablelynx** has the right, but not the obligation, to investigate any violation or alleged violation of this Acceptable Use Policy, including the right to examine any information or material on **cablelynx**'s servers.

1.5 **Cablelynx** has the right, but not the obligation, to remove any content that it deems, in its sole discretion, to be in violation of any part of this Acceptable

Use Policy.

1.6 **Cablelynx** has the right, but not the obligation, to take any steps it deems necessary to prevent violations of this Acceptable Use Policy from occurring.

1.7 The failure of **cablelynx** to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

## 2.0 Illegal Activities

Cablelynx users must not use **cablelynx** to encourage, facilitate or engage in any illegal activities, including, without limitation:

- (a) defamation: posting or transmitting any material which is defamatory under any applicable law;
- (b) fraud: posting or transmitting any information that you know or ought to know is false, and that you intend others to rely on;
- (c) unlawful material: posting or disseminating unlawful material
- (d) false advertising: posting or transmitting any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations;
- (e) copyright violation: posting or transmitting any information, software, photograph, , graphic, music, sound and other material in violation of another person's copyright; and
- (f) trade-mark violation: posting, transmitting, displaying or using any words or symbols that violate any other person's rights in its trade-mark or trade-name.

## 3.0 Electronic Mail

3.1 **Cablelynx** users must not use **cablelynx** e-mail to:

- (a) send unsolicited bulk e-mail (so-called "Spam");
- (b) send, or cause to be sent, large volumes of unsolicited e-mail to a single or multiple people or entities (so-called "E-Mail Bombing");
- (c) repeatedly send e-mail to any person or entity that does not wish to receive it. If a recipient asks to stop receiving e-mail from a **cablelynx** user, then that **cablelynx** user must not send that person further e-mail; and
- (d) subscribe to any e-mail list or service on behalf of a third Party without that third Party's consent.

3.2 **Cablelynx** users must not engage in any of the activities described in paragraph 3.1 from another provider's e-mail service and use a **cablelynx** account as an e-mail return address or "drop" for responses.

3.3 **Cablelynx** users must not forge, alter or remove any e-mail header.

Any e-mail address at the domain.com domain is property of **cablelynx** and may be terminated or re-assigned without notice.

#### **4.0 Security, Privacy and “Hacking”**

The Customer is responsible for any misuse of the Services that originate from their account, even activities committed by any friend, family, co-worker, employee, guest or anyone with access to the account. Customers must ensure that others not gain unauthorized access to the Services.

##### **4.1 Cablelynx users must not:**

- (a) disrupt or interfere with the normal operation of **cablelynx** systems, networks, or activities in any way that adversely affects the ability of other people, or systems to use **cablelynx** services or the Internet, including, but not limited to:
  - a. denial of service attacks;
  - b. flooding of networks;
  - c. attempts to overload a service; and
  - d. attempts to cause system crashes, or attempt to do so; or
- (b) use any unauthorized program to connect the user to any **cablelynx** Relay Chat (“IRC”) server, including, but not limited to, IRC bots or clonebots;
- (c) gain access or attempt to gain access to the private systems or data of **cablelynx**, without the prior consent of **cablelynx**.

##### **4.2 Cablelynx users must not use their cablelynx accounts to:**

- (a) circumvent or attempt to circumvent security or authentication systems on any host, network hardware, or user accounts, including, but not limited to, logging into any server, account or network without authorization and electronically probing the security of any system or network; or
- (b) disrupt or interfere with the normal operation of any system or network operated by any third Party, or attempt to do so.
- (c) gain access or attempt to gain access to the private systems or data of **cablelynx**, or any third Party without the prior consent of **cablelynx** or the third Party.

#### **5.0 Usenet Newsgroups**

##### **5.1 Cablelynx users must not:**

- (a) post a single article or substantially similar articles to an excessive number of newsgroups, or cross-post to an excessive number of newsgroups;
- (b) post articles on a newsgroup which are off-topic according to the newsgroup charter;
- (c) post binary or encoded binary files to newsgroups not specifically designated for that purpose;
- (d) post commercial messages on a non-commercial **cablelynx** newsgroup without prior approval from **cablelynx**;
- (e) engage in any of (a), (b), (c) or (d) from a provider other than **cablelynx** and use an account on **cablelynx** as an e-mail return address or “drop”

- for responses, or
- (f) engage in any of (a), (b), (c) or (d) from a provider other than **cablelynx** for the purpose of drawing attention to a service hosted by or on **cablelynx**'s network.

**Cablelynx** reserves the right to discontinue access to any Usenet newsgroup at any time and for any reason.

## **6.0 Censorship and Adult Materials**

**Cablelynx** believes in freedom of expression and the right of individuals to decide for themselves what they want to see and listen to. We do not believe it is the place of an ISP to censor or regulate the Internet. However, users must not use **cablelynx** to transmit or post any information or image that is criminally obscene or otherwise prohibited under any applicable law.

**Cablelynx** assumes NO responsibility for Internet content available through the Services. Customers are responsible for restricting access to sexually explicit material on the Internet, by purchasing the appropriate filtering software, or by monitoring Internet use. Content questions or complaints should be addressed to the content provider.

## **7.0 Miscellaneous**

- 7.1 False Pretences. Users must not use **cablelynx** to impersonate any person or use a fictitious user name with any of **cablelynx**'s services, including in any e-mail, Usenet posting, or Internet Relay Chat ("IRC") site. This restriction does not preclude the use of nicknames in IRC, the use of anonymous remailer services, or postings to any site that permits pseudonyms.
- 7.2 Unsolicited Advertising. Users must not use **cablelynx** to post or transmit any unsolicited advertising, promotional materials or other forms of solicitation to any person except in those areas and on those websites that are designated for such a purpose.
- 7.3 Harassment, Threats and Abuse. Users must not use **cablelynx** to harass, threaten, or abuse any person or group of people by any means.
- 7.4 Crude or Offensive Postings. Users must not use **cablelynx** to post offensive or crude messages or images on publicly accessible pages or sites, except where such messages or images are appropriate having regard to the nature of the site. **Cablelynx** has the right, but not the obligation, to remove messages or images that **Cablelynx**, in its sole discretion, determines are offensive.
- 7.5 Multiple access. Users must not maintain more than one simultaneous connection to **cablelynx** or any **cablelynx** service, IRC Chat group, or newsgroup.
- 7.6 Disruptive Conduct. Users must not use **cablelynx** to disrupt the normal flow of online dialogue, or otherwise act in a manner that negatively

affects other users, individuals or entities.

### **8.0 Bandwidth/Network Traffic and Other Limitations**

You must comply with the current bandwidth/network traffic, data storage and other limitations on the Services.

Users must ensure that their activity does not improperly restrict, inhibit or degrade any other customer's use of the Services, nor represent (in the sole judgment of **cablelynx**) an unusually large burden on the network itself. The guidelines for Bandwidth/Network Traffic Usage/month for each service package are the following: Lite – totaling 10 Gigabytes, or 6 Gigabytes download/4 Gigabytes upload; Residential – totaling 30 Gigabytes, or 20 Gigabytes download/10 Gigabytes upload; Enhanced – totaling 50 Gigabytes, or 36 Gigabytes download/14 Gigabytes upload; Commercial – totaling 120 Gigabytes, or 80 Gigabytes download/40 Gigabyte upload. Users exceeding the Bandwidth/Network Traffic amounts specified for their Service Package may be charged \$10.00 for each Gigabyte used in excess of their specified amount. In addition, users must ensure that their activity does not improperly restrict, disrupt, inhibit, degrade or impede **cablelynx**'s ability to deliver the Services and monitor the Services, backbone, network nodes, and/or other network services.

Customers may not resell, share, or otherwise distribute the Services or any portion thereof to any third Party without the written consent of **cablelynx**. For example, you cannot provide Internet access to others through a wireless or dial-up connection, host shell accounts over the Internet, provide email or news service, or send a news feed unless express permission is granted by the customer agreement.

You may not provide network services to others via the **cablelynx**.

### **9.0 Updates**

This Acceptable Use Policy is subject to change without notice. The current version of the Acceptable Use Policy is always available at [www.cablelynx.com](http://www.cablelynx.com).

### **10.0 Questions and Complaints**

Please direct any questions you may have regarding this Acceptable Use policy and complaints regarding violations of this Policy by other **cablelynx** users by contacting our Customer Service at 1-800-903-0508.