

Wave Broadband High-Speed Internet Service Subscriber Acceptable Use Policy

Introduction.

It is Wave Broadband's intent to provide our customers with the best cable Internet service possible. In order to accomplish this task, we have adopted this Acceptable Use Policy ("Policy"). This Policy outlines acceptable use of the Wave Broadband High-Speed Internet Service SM (the "Service"), as well as permissible and prohibited conduct for using the Service to access the Internet. This Policy, including its customer use restrictions, is in addition to the restrictions contained in the Wave Broadband Residential Services Subscriber Agreement or Wave Broadband Business Services Subscriber Agreement, as applicable (the applicable agreement is referred to herein as the "Subscriber Agreement"). All capitalized terms used in this Policy that are not defined here have the meanings given to them in the Subscriber Agreement.

WAVE BROADBAND MAY REVISE THIS ACCEPTABLE USE POLICY (the "Policy") FROM TIME TO TIME WITHOUT NOTICE BY POSTING A NEW VERSION OF THIS DOCUMENT ON THE WAVE BROADBAND WEB SITE AT <http://www.wavebroadband.com> (OR ANY SUCCESSOR URL(S)). ALL REVISED COPIES OF THE POLICY ARE EFFECTIVE IMMEDIATELY UPON POSTING. ACCORDINGLY, CUSTOMERS AND USERS OF THE WAVE BROADBAND HIGH-SPEED INTERNET SERVICE SHOULD REGULARLY VISIT OUR WEB SITE AND REVIEW THIS POLICY TO ENSURE THAT THEIR ACTIVITIES CONFORM TO THE MOST RECENT VERSION. In the event of a conflict between any subscriber or customer agreement and this policy, the terms of this policy will govern.

QUESTIONS REGARDING THIS POLICY AND COMPLAINTS OF VIOLATIONS OF IT BY WAVE BROADBAND CUSTOMERS AND USERS CAN BE DIRECTED TO customerservice@wavebroadband.com.

1. Customer Responsibility: It is the responsibility of all Wave Broadband High-Speed Internet customers and all others who have access to Wave Broadband's network ("customer," "you," or "your"), to comply with this Policy and all Wave Broadband policies. As a Service customer, it is your responsibility to secure your computer equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. Failure to comply with these or any other Wave Broadband policies could result in the suspension or termination of your Service. IF YOU DO NOT AGREE TO COMPLY WITH ALL OF THESE POLICIES INCLUDING THE POLICY, YOU MUST IMMEDIATELY STOP USE OF THE SERVICE AND NOTIFY WAVE BROADBAND SO THAT YOUR ACCOUNT MAY BE CLOSED. WAVE BROADBAND RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THE SERVICE AND THE SUBSCRIBER AGREEMENT IF YOU ENGAGE IN ANY OF THE PROHIBITED ACTIVITIES LISTED IN THIS POLICY OR IF YOU USE THE WAVE BROADBAND EQUIPMENT OR SERVICE IN A WAY WHICH IS CONTRARY TO ANY WAVE BROADBAND POLICIES OR ANY OF WAVE BROADBAND'S SUPPLIERS' POLICIES. You must strictly adhere to any policy set forth by another service provider accessed through the Service.

2. Prohibited Uses and Activities: Prohibited uses include, but are not limited to, using the Service, Customer Equipment, or the Wave Broadband Equipment to:

(i) 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, 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, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;

(ii) post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;

(iii) access any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; 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;

(iv) use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited;

(v) 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 permission of the owner;

(vi) copy, distribute, or sublicense any software provided in connection with the Service by Wave Broadband or any third party, except that you may make one copy of each software program for back-up purposes only;

(vii) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;

(viii) restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Wave Broadband (or Wave Broadband supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Wave Broadband (or Wave Broadband supplier) facilities used to deliver the Service;

(ix) for Wave Broadband residential customers, resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (e.g., wi-fi, or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis. For Wave Broadband residential customers, the Service is for personal and non-commercial use only and residential customers agree not to use the Service for operation as an Internet service provider or for

any business enterprise or purpose, or as an end-point on a non-Wave Broadband local area network or wide area network;

(x) connect multiple computers behind the cable modem to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of this Policy or an applicable Service plan;

(xi) transmit unsolicited bulk or commercial messages or "spam." This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

(xii) send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files to a recipient that disrupts a server, account, newsgroup, or chat service;

(xiii) distribute programs that remove locks or time-outs built into software (cracks);

(xiv) for Wave Broadband residential customers, run programs, equipment, or servers from the Premises that provide network content or any other services to anyone outside of your Premises LAN (Local Area Network), also commonly referred to as public services or servers. Examples of prohibited services and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;

(xv) initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme;

(xvi) participate in the collection of e-mail 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;

(xvii) collect responses from unsolicited messages;

(xviii) 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;

(xix) service, alter, modify, or tamper with the Wave Broadband Equipment or Service or permit any other person to do the same who is not authorized by Wave Broadband;

(xx) connect the Wave Broadband Equipment to any computer outside of your Premises;

(xxi) collect, or attempt to collect, personal information about third parties without their consent;

(xxii) 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 abuse of operator privileges and attempts to "crash" a host; and

(xxiii) violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

3. Security: You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. Wave Broadband recommends against enabling file or printer sharing of any sort unless you do so in strict compliance with all security recommendations and features provided by Wave Broadband 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.

4. Inappropriate Content and Transmissions: Wave Broadband reserves the right, but not the obligation, 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 offensive, indecent, or otherwise inappropriate, and regardless of whether this material or its dissemination is unlawful. Neither Wave Broadband nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmissions as well as materials available on the Personal Web Pages and Online Storage features) made on the Service. However, Wave Broadband 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 the Subscriber Agreement and any other applicable agreements and policies.

5. Electronic Mail: The Service may not be used to send unsolicited bulk or commercial messages and may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violate this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited e-mail may not direct the recipient to any Web site or other resource that uses the Service. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not the e-mail is commercial in nature, are prohibited. Forging, altering, or removing electronic mail headers is prohibited. You may not reference Wave Broadband or the Wave Broadband network in the header or by listing an IP address that belongs to Wave Broadband or the Wave Broadband network in any unsolicited e-mail even if that e-mail is not sent through the Wave Broadband network or Service. Wave Broadband is not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at Wave Broadband's sole discretion. In the event that Wave Broadband believes in its sole discretion that any subscriber name, account name, or e-mail 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, Wave Broadband (i) reserves the right to block access to and prevent the use of any such identifier and (ii) may at any time require any customer to change his or her identifier. In addition, Wave Broadband may at any time reserve any identifiers on the Service for Wave Broadband's own purposes.

6. Newsgroups: Messages posted to newsgroups must comply with the written charters or FAQs for those newsgroups as well as any other terms and conditions applicable to any particular newsgroups or provider of newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it. Wave Broadband reserves the right to discontinue access to any newsgroup at any time for any reason.

7. Instant Messages: Users alone are responsible for the contents of their instant messages and the consequences of any instant messages. Wave Broadband assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store instant messages.

8. Personal Web Page and File Storage: As part of the Service, Wave Broadband provides you with access to personal Web pages and storage space through the 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 must ensure that the intended recipient of any content made available through the Personal Web Features is appropriate. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. Wave Broadband 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. Wave Broadband 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.

9. Network, Bandwidth, Data Storage and Other Limitations: You must comply with all current bandwidth, data storage, and other limitations on the Service established by Wave Broadband and its suppliers. In addition, you may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the Service with a static IP address or using any protocol other than DHCP unless you are subject to a Service plan or Service Order that expressly permits otherwise. You must ensure that your activity (including, but not limited to, use made by you or others of any Personal Web Features) does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of Wave Broadband) an unusually large burden on the network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede Wave Broadband's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network Services.

10. Copyright Infringement: Wave Broadband is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. 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 Wave Broadband'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 Wave Broadband believes in its sole discretion is infringing these rights. Wave Broadband may terminate the Service at any time with or without notice for any affected customer or user. Copyright owners may report alleged infringements of their works that are stored on the Service or the Personal Web Features by sending Wave Broadband's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Wave

Broadband's receipt of a satisfactory notice of claimed infringement for these works, Wave Broadband 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). Wave Broadband will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s). If the affected customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to Wave Broadband. Upon Wave Broadband's receipt of a counter notification that satisfies the requirements of DMCA, Wave Broadband 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 Wave Broadband will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send Wave Broadband a notification of claimed infringement to report alleged infringements of their works to:

Wave Broadband
401 Kirkland Parkplace
Suite 500
Kirkland, Washington 98033
Phone: (425) 576-8200
Fax: (425) 576-2836
E-mail: customerservice@wavebroadband.com

Copyright owners may use any form of 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 Wave Broadband, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you can file a counter notification with Wave Broadband's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of [Section 512\(g\)\(3\)](#) of the U.S. Copyright Act.

11. Violation of Acceptable Use Policy: Wave Broadband does not routinely monitor the activity of Service accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although Wave Broadband has no obligation to monitor the Service and/or the network, Wave Broadband and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this Policy; and/or to protect the network, the Service and Wave Broadband users.

Wave Broadband prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way that Wave Broadband or its suppliers, in their sole discretion, believe violate this Policy, Wave Broadband or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. None of Wave Broadband or its affiliates, suppliers, or agents will have any liability for any these responsive actions. These actions are not Wave Broadband's exclusive remedies and Wave Broadband may take any other

legal or technical action it deems appropriate. Wave Broadband 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 on Wave Broadband's servers and network. During an investigation, Wave Broadband may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize Wave Broadband and its suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include Wave Broadband providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information. Upon termination of your account, Wave Broadband is authorized to delete any files, programs, data and e-mail messages associated with your account.

The failure of Wave Broadband or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. 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.

You agree to indemnify, defend and hold harmless Wave Broadband and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from you engaging in any of the prohibited activities listed in this Policy or resulting from your violation of this Policy or of any other posted Wave Broadband policy related to the Service. Your indemnification will survive any termination of the Subscriber Agreement.