

# Acceptable Use Policy

## 1. INTRODUCTION

This Acceptable Use Policy ("AUP") governs your use of ViaTV High Speed Internet services ("Service") provided by ViaTV (the "ISP"), whether you subscribe to the Service or not, and you agree to all the terms set forth herein.

Generally, ISP does not monitor or edit the content posted by users of the Service or other Internet services that may be available on or through the Service (e.g., newsgroups, chat rooms, message boards, etc.). However, ISP and its agents reserve the right at their sole discretion to remove any content that, in ISP's judgment, does not comply with the AUP or is otherwise harmful, objectionable, or inaccurate. ISP is not responsible for any failure or delay in removing such content.

In addition, ISP may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Service and/or your ISP account. You agree to indemnify, defend, and hold ISP harmless from any claims resulting from your use of this service, which damages you or another party. At our sole discretion, we may revoke your access for inappropriate usage. Use of any information obtained via the Service is at your own risk. ISP is not responsible for the accuracy, quality, or content of information obtained through the Service. This AUP should be read in conjunction with our Terms of Use Policy and/or other policies.

## 2. VIOLATIONS

The following constitute violations of ISP's AUP:

- (A) Using the Service to gain unauthorized access to any computer systems.
- (B) Using the Service to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated hereunder.
- (C) Using the Service to interfere with access to the Internet by other parties or disrupt the network used by ISP.
- (D) Using the Service to harm, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age, or disability.
- (E) Using the Service to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- (F) Using the Service to harass, threaten, embarrass or cause distress, unwanted attention or discomfort upon another.
- (G) Using the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes," and "chain letters."
- (H) Adding, removing or modifying identifying network header information in an effort to deceive or mislead.
- (I) Using the Service to transmit any unsolicited commercial email or unsolicited bulk email is prohibited. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, is prohibited. Group emails are limited by ISP servers.
- (J) Using the Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of ISP or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- (K) Using the Service to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- (L) Using the Service for Peer to Peer Networking, as a Media Server, or otherwise allowing third parties to access your PC for uploading, transmission, or coping of files.
- (M) Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- (N) Using the Service to harm minors in any way.
- (O) Reselling the Service without ISP's authorization.

## 3. REVISIONS BY ISP OF THIS AUP

ISP reserves the right to revise, amend, or modify this AUP, our High Speed Internet Service Agreement and our other policies at any time and in any manner. Any revision, amendment, or modification will be posted in accordance with the terms of the High Speed Internet Service Agreement.

# ViaTV Security Statement

*The ViaTV High Speed Internet network is not individually firewall-protected, Customer is responsible for backing up and securing computer files from unauthorized access by others. ViaTV strongly recommends the use of a personal firewall or other security devices that will help protect your computer and files from unauthorized access or harm.*