



## Acceptable Use Policy

***The Customer is solely responsible for use of the Service by any of its employees, officers, directors, agents and any other end user of the Service (collectively, the "End Users"). The Customer agrees to comply, and to ensure that, the End Users comply with the following policies and procedures associated with the use of the Service (the Customer and/or End Users are sometimes hereinafter referred to as "you").***

1. **Rules. While using the Service, you may not:**
  - (a) post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Service or the Internet;
  - (b) post or transmit messages constituting "spam", which includes but is not limited to unsolicited e-mail messages, inappropriate postings to news groups, false commercial messages, mail bombing or any other abuse of e-mail or news group servers;
  - (c) post or transmit any information or software which contains a virus, "cancelbot", "trojan horse", "worm" or other harmful or disruptive component;
  - (d) upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other material which: (i) is confidential or is protected by copyright or other intellectual property rights, without prior authorization from the rights holder(s); (ii) is defamatory, obscene, child pornography or hate literature; or (iii) constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing;
  - (e) use the Service for an unattended automated operation, including but not limited to point-of-sales applications. You further agree not to use Internet applications for the purpose of simulating network activity to avoid session inactivity disconnection;
  - (f) engage in account sharing, including, without limitation, permitting third parties to use your Service account and password; or
  - (g) use the Service for simultaneous sessions using the same User ID and Password.
2. **Your Equipment.** It is your responsibility to ensure that your computer system meets the minimum requirements stated by Cablevision as being necessary to use the Service. From time to time, the computer equipment required to access and use the Service may change. Accordingly, your computer equipment may cease to be adequate to access and use the Service.
3. **You Can Best Control the Risk and Therefore Are Responsible.** Cablevision will not assume any responsibility for your acts or omission or of any individual who uses your account. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters you're your responsibility. As between Cablevision and you, you are better able to put in place physical and procedural impediments to the inappropriate use of and to supervise your account. Account and password protection will be your responsibility. Any detriment that is caused to the network as a result of a failure to properly secure your computer system may result in the termination of the Service.
4. **Monitoring.** Cablevision has no obligation to monitor the Service. However, in order to protect itself and its subscribers, Cablevision will be entitled to electronically monitor the Service from time to time and disclose any information concerning the End User required by the Customer or that is necessary to satisfy any law, regulation or lawful request or as necessary to operate the Service or to protect itself or others. Cablevision will not intentionally monitor or disclose any private e-mail message unless required by law. Cablevision reserves the right to refuse to post, or to remove any information or materials, in whole or in part, that it determines, in its sole discretion, are unacceptable, undesirable, or in violation of these policies.
5. **Content.** You acknowledge that some content, products or services available with or through the Service ("Content") may be offensive or may not comply with applicable laws. You understand that neither Cablevision nor any of its affiliates attempt to censor or monitor any Content. You also acknowledge that neither Cablevision nor any of its affiliates have any obligation to monitor your use of the Service and, except as provided herein, have no control over such use. Customer understands, however, that such Content may be subject to "caching" at intermediate locations on the Internet when being accessed through the Service. You assume total responsibility and risk for access to or use of Content and for your use of the Service and the Internet. Cablevision and its affiliates assume no liability whatsoever for any claims or losses arising out of or otherwise relating to your access to or use of Content.
6. **Privacy.** Cablevision cannot guarantee privacy. Your messages may be the subject of unauthorized third party interception and review. Cablevision therefore recommends that the Service not be used for the transmission of

confidential information. Any such use shall be at your sole risk and Cablevision, its affiliates and its agents shall be relieved from all liability in connection therewith.

7. **Confidential Information.** You authorize Cablevision to collect from any party and to retain all relevant information relating to your use of the Service, and you hereby authorize any party to provide Cablevision with such information. You understand and agree that, unless you notify Cablevision to the contrary by e-mail, you further authorize Cablevision to disclose, on a confidential basis, to any party with whom Cablevision has business relations all relevant information relating to your dealings with the Service. This information may be used to provide you with better service. Cablevision will open and maintain a file in your name, which file will be kept at its head office. You may access your Customer file free of charge upon 24 hours' prior written request to the Cablevision Business Office. You can submit your request in writing by selecting "Contact Us" on the Cablevision home page ([www.Cablevision.ca](http://www.Cablevision.ca) on the Internet). If any information contained in your Customer file is inaccurate, you may make a written request for rectification, specifying the information to be rectified and explaining the inaccuracy to our business office.
8. **E-mail.** Sending unsolicited, e-mail messages, including, without limitation, commercial advertising and informational announcements is prohibited. Users will not use another site's mail server to relay mail.
9. **Usenet.** Users shall not post ten (10) or more messages similar in content to Usenet or other newsgroups, forums, e-mail mailing lists or other similar groups or lists. Users will not post any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic according to the charter or other owned-published FAQ or description of the group or list.

#### 10. Newsgroups / Discussion Forums

In addition to the general terms set out above, while posting to newsgroups or any other discussion forum, you are prohibited from conducting activities that include, but are not limited to:

- a) Posting advertisements, commercial or unsolicited messages of any kind, unless expressly permitted by the charter or FAQ of the applicable newsgroup or discussion forum.
- b) Posting binary or excessively large files of any kind, unless expressly permitted by the charter or FAQ of the applicable newsgroup or discussion forum.
- c) Posting substantially identical messages to more than 10 newsgroups.
- d) Attaching an excessively long signature to your messages.
- e) Forging the headers of your postings in any way.

Newsgroup and forum postings must comply with each newsgroup's or discussion forum's respective charter or FAQ.

#### 11. Internet Relay Chat ("IRC") / Chat

In addition to the general terms set out above, while using IRC or any other chat service, you are prohibited from conducting activities that include, but are not limited to:

- a) Sending messages that include advertisements or commercial content of any kind in an unsolicited matter.
- b) Attempting a Denial of Service attack either automated via a bot or manually conducted.

Additionally, while using an IRC Server or any other chat service, you must be in full compliance with the rules and regulations set out by the server administrator.

#### 12. Abuse/Use of Bandwidth and Unlimited Service

Bandwidth abuse or excessive use, which negatively impacts Cablevision Internet Service or its users, will not be tolerated. Unlimited Service for an account does not translate into allowing an account holder to remain connected even while away from the computer or to use a 'ping' type program to keep their connection alive, such as, but not limited to, checking e-mail every 5 minutes 24 hours a day).

Excessive" use of bandwidth or resources is not permitted with any Cablevision Internet account. Customers requiring "no bandwidth limitations" are instructed to seek dedicated service options. If excessive use by an account is such that it potentially impacts Cablevision's ability to provide Internet Services or that network resources need to be protected, the account may be suspended immediately and without notice to the account holder.

13. **System and Network Security.** Users are prohibited from violating any system or network security measures including but not limited to engaging in unauthorized access or use of Cablevision's or a third party's network, data or information.
  - (a) Users are unauthorized to monitor Cablevision or third party's data, systems or network traffic.
  - (b) Users are prohibited to interfere with service to any user, host or network including without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks.
  - (c) Users are prohibited to forge any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting.

## **VIOLATION OF ACCEPTABLE USE POLICY**

14. Cablevision considers the above practices to constitute abuse of its service. Therefore, Cablevision's terms and conditions of service prohibit these practices. Engaging in one or more of these practices may result in termination or suspension of the offender's account and/or access to Cablevision's Service in accordance with the Customer's agreement with Cablevision.
15. Nothing contained in this policy shall be construed to limit Cablevision's actions or remedies in any way with respect to any of the foregoing activities. Cablevision reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the Cablevision Service, and levying cancellation charges to cover Cablevision's costs. In addition, Cablevision reserves at all times all rights and remedies available to it with respect to such activities at law or in equity.
16. Cablevision may modify this policy at any time, without prior notification, effective when posted to Cablevision's public web site. Notice may also be provided via electronic mail or regular mail.

Complaints regarding System or Network Security issues should be transmitted to 1-800-567-6353