

# Commercial Acceptable Use Policy

## *Internet Services*

WOW! and its affiliates and/or distribution partners (collectively "WOW!") are pleased that you (our "Customer") have chosen our High Speed Internet Services or related Services, which may include Internet access, WiFi, email, content storage or transfer, file backup, website hosting, domain name services, ecommerce, applications, phone and video services, as those may be made available from time to time by WOW! (collectively, the "Service"). We place customer experience in extremely high regard and seek to provide all of our customers with an exceptional Internet experience and Service. To deliver our Services, WOW! utilizes a Commercial Acceptable Use Policy (the "AUP") that protects our Services, equipment, network, partners and customers from activities that can be detrimental, illegal, inappropriate or objectionable, regardless of the lawful or unlawful nature of use. This AUP is part of several policies, agreements and terms of service that WOW! utilizes to provide the Service. If there is a conflict between this AUP and any separate written service agreement in place between you and WOW! (the "Service Agreement"), the signed and executed Service Agreement will prevail.

WOW! encourages our customers to take precautions to protect their Service from other users' misuse as the Customer is responsible for any transmission, content, posting or other Internet activity that occurs on the Service that originates from the Customer's location or account.

By using our Service, you agree to this AUP and will require users of the Service, accessed through your Internet or other network connection to WOW!, to also abide by the terms of the AUP. If you do not wish to accept these terms of Service and AUP, immediately notify WOW! Customer Service in order to discontinue your Service with WOW!, however, any applicable termination charges may apply.

The following information defines our AUP and in all cases, WOW! reserves the right, at our sole discretion, to suspend, terminate or take other necessary action to protect our Service, customers, equipment, network, partners and preserve the general well-being of the use of a shared network.

Reselling the service is prohibited unless specifically authorized by WOW! in a separate written Service Agreement with Customer.

This AUP may change from time to time, please refer to this document for the most current information.

### **1. PROHIBITED USE AND ACTIVITIES**

The use of WOW! Internet Service is for the lawful enjoyment and benefit of our Customers. Customers shall not engage in any activity or support activities that will affect the Service and network integrity or our ability to provide an exceptional experience. Additionally, Customers may not use the Service for any illegal activities nor may the Service be

used to infringe upon or otherwise violate the rights of others. These restrictions apply to using the Service in conjunction with WOW! provided equipment, Customer provided equipment or any combination thereof.

Customers must use our Service in a manner that is ethical and in conformance with prevailing community standards. WOW! will have the sole and non-reviewable right to determine if a Customer, including its users, violates this standard. In addition, including but not limited to the following, you may not use WOW! Services to:

1. Harass, stalk, disrupt or attempt to cause harm to others, nor any other attempt or action that is unlawful or that a reasonable person would deem unlawful. This includes obscene, threatening, defamatory, libelous, or excessively voluminous and non-relevant usage of Service.
2. Store, post, disseminate or transmit any information that is harmful or could be considered harmful and or unlawful.
3. Impersonate another user, falsify one's user name or forge any message header of an electronic transmission.
4. Attempt to gain access to another user's account, attempt to launch attacks on WOW!'s network or Service, or access or attempt to access another person's computer or computer system, software or data without specific permission from the other.
5. Utilize excessive bandwidth. WOW! reserves the right to limit, suspend or terminate Service where consumption is not characteristic of a typical commercial user or where it exceeds any limitations of use specified in a Service Agreement or a product or service description.
6. Engage in: spamming or similar activities; sending bulk unsolicited messages; sending emails which provoke complaints from recipients; sending junk mail; sending high volume of copies of the same or similar message; sending empty messages or messages that contain little or no substantive content; sending large files or messages that disrupts servers, accounts, blogs, newsgroups, chats and other similar services; using distribution lists that include people who have not given permission to be included in such distribution; posting ads where not permitted or posting ads or content with the intention to be malicious; posting content that is intended to be duplicative such as chain mail; and/or maintaining an open SMTP relay.
7. Initiate, perpetuate or in any way participate in any pyramid or illegal soliciting scheme.
8. Use, or allow others to use, the Service to transmit computer viruses, worms, Trojan horses or other harmful software programs; enable or allow unauthorized or hacked use of the Service or network components that comprise the Service, including unauthorized monitoring of the Service or its network components; participate in or initiate DoS or DDoS transmissions or attacks; and/or initiate an attack on another network, WOW! or another person or entity with the intent to overload, disrupt, impair or "crash" their service.

## **2. ADDITIONAL CUSTOMER OBLIGATIONS**

Our Services are designed to help you and your users have a satisfactory Internet experience. To do so, we require each Customer and its users –regardless if employed by, a vendor of, a customer or guest of, or any other user of the Customer's Internet connection, or regardless of intentional or unintentional use - to abide by these additional, but not exclusive, requirements of the AUP:

1. Customers must use the Service to enable WOW! Service to have a good reputation with Internet authorities, which requires users to properly use WOW! Services and transmit proper information across the Internet to prevent WOW!'s network from receiving punitive evaluations by the Internet community.
2. The Customer is solely responsible for the security of the Service, including the security of any device Customer chooses to connect to the Service, and any data stored or shared on that device. Customer is responsible for maintaining the confidentiality of all Service logins and passwords. Customer shall keep any WOW! equipment protected and secure. It is also Customer's responsibility to secure any Customer equipment or device and any

- other service location(s) equipment or programs not provided by WOW! that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.
3. Customer may not tamper with or attempt to hack the WOW! Service, network components, software or equipment, nor distribute programs that remove locks or time-outs built into software (cracks).
  4. Customer must respect the property rights of others, including copyrights, trademarks and other laws protecting intellectual property.
  5. Customer must adhere at all times to the Digital Millennium Copyright Act, including the procedures for making claims of infringement.
  6. Customer may not: access any other person's or entity's computer, or computer system, software, network, or data without their knowledge and consent; or breach or attempt to breach the security of another user or attempt to circumvent the user authentication or security of any network, host or account.
  7. Customer may not use or distribute tools designed or used for compromising security.
  8. Customer may not conduct unauthorized port scanning and network probing unless otherwise authorized in a separate written Service Agreement between WOW! and Customer.
  9. Customer must restrict the use of Service to anyone other than your business or business' authorized employees, vendors, suppliers, contractors or users (such as members of the public, customers of an establishment, hotel, or motel guests and patrons, or persons in a residence hall, apartment building or dormitory) unless authorized in a separate written Service Agreement between WOW! and Customer.
  10. Customer may not: engage in activity that interferes with or attempts to interfere with or restricts another's use or enjoyment of the Service; disrupt or cause a performance degradation regardless of intent to the Service or any component related to the delivery of the Service or of WOW!'s network or that of any WOW! affiliates or business partners or suppliers.

### **3. RETENTION OF DIGITAL INFORMATION SENT, STORED OR ACCESSED THROUGH WOW!**

Customers are responsible for the content of their transmission and files associated with use of our Service. WOW! helps to protect content from viruses and other unwanted material, when possible and when applicable, on emails that are sent or received, which may restrict the distribution of content that presents a risk to the network, Customers and users. This, however, may require that content or parts of the content are isolated, delayed, blocked, modified or deleted as a result of different filters and programs that may be used by WOW!.

Customers are responsible for the proper addressing of their transmissions and content used in our Service. WOW! and our partners are not responsible for forwarding or deleting any email or content sent to the wrong addresses by you or another nor is WOW! responsible for forwarding email or content to any account that has been suspended or terminated. Content will be returned, deleted, ignored or stored by WOW! at its own discretion. In the event that an account is terminated, for any reason, email, files and content associated with that account and related subaccounts, will be permanently deleted.

WOW! makes best efforts to ensure that information transmitted across or stored on the Service is delivered to its destination or is available for use, however, WOW! makes no warranty or guarantee that this information will be retained or available. WOW! cannot assume responsibility for content that is delayed, deleted or altered unless it is part of a separate written Service Agreement between WOW! and Customer.

Customer's Service may include email and as such, the Customer agrees that WOW! may at its discretion limit the duration that content can remain on WOW!'s servers or that of our partners. Other Services may also have limitations on the content stored or the duration of any license. Except as otherwise provided in a separate written Service Agreement between WOW! and Customer or otherwise in a WOW! product description or service level agreement

applicable to the WOW! Service purchased by you, WOW! and its suppliers reserve the right at all times to delete a Customer's email, files, or other information that is stored on WOW!'s or its suppliers' servers or systems.

#### **4. WOW! MANAGEMENT OF NETWORK**

WOW! manages its network in such a manner to provide an exceptional Internet experience for all of its customers. In order to promote the use and enjoyment of the Internet, WOW! uses various tools and techniques and employs industry practices that are minimally intrusive. As use of the Internet evolves, including threats to the Internet, WOW! reserves the right to alter its practices, tools and a changing variety of reasonable network management techniques. Utilizing and enforcing responsible network management policies allow for WOW! to provide the best possible experience to all of its Internet and Data customers. WOW!'s complete network management practices, including the performance characteristics and commercial terms of WOW!'s broadband Internet access services, are available for your review at <https://www.wowforbusiness.com/network-management>.

WOW!, our partners, affiliates and suppliers do not have an obligation to actively monitor the transmissions, postings, stored content or other consumption or use of Service. We may monitor such activity however, from time to time, for any violation of this AUP or other WOW! policies. In doing such monitoring, we have the right to disclose, block or remove transmissions, content, postings or other content in accordance with this AUP.

#### **5. ENFORCEMENT AND VIOLATION OF THE WOW! ACCEPTABLE USE POLICY**

WOW! reserves the right to investigate suspected violations of this AUP at its own discretion. In the event that WOW! believes the policy has been violated, WOW!, with or without notification, may in its discretion take appropriate actions, which may include but are not limited to suspension of service, termination of service, notification to proper authorities and/or legal action. As a result of WOW!'s intention to provide the Service as a public good, Customer will not hold WOW!, our affiliates, suppliers and partners liable as a result of any enforcement of this AUP

Customer expressly authorizes WOW! to cooperate with law enforcement authorities in the investigation of suspected legal violations, and system administrators at other Internet service providers or other network or computing facilities in order to enforce this policy. The failure of WOW! or its suppliers to enforce its policies, for whatever reason, shall not be construed as a waiver of any right to do so at any time. Customer agrees that if any portion of the AUP 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.

#### **6. COPYRIGHT PROTECTION AND DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA)**

WOW! is committed to complying with U.S. copyright and related laws. WOW! reserves the right to terminate, in appropriate circumstances, the service provided to any customer or user in accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws and regulations. WOW! will terminate the subscriptions of repeat copyright infringers. WOW!'s copyright compliance policies do not affect any other rights WOW! may have under law or contract.

##### **DMCA Notification**

If you are a copyright owner or an agent of a copyright owner and you believe that your rights under U.S. copyright law have been infringed, you may submit a Notification pursuant to the DMCA. After receiving a compliant Notification

regarding infringing material residing on WOW!'s network(s), WOW! will, to the extent required by applicable law, remove or disable access to the material that is alleged to be infringing and take reasonable steps to promptly notify the subscriber that WOW! has removed or disabled access to the material.

After receiving Notifications regarding repeated infringement through unauthorized file sharing, including peer-to-peer file sharing, relating to a specific subscriber account, WOW! will take action to prevent repeated infringement. Such action may include temporary or permanent termination of the subscriber account.

Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to WOW!, the alleged infringer, and the alleged copyright owner for damages incurred as a result of the misrepresentation.

You may direct DMCA Notifications to WOW!'s Designated Agent using the following information:

Designated Agent: Randy Valentino  
Email: [DMCA@wowinc.com](mailto:DMCA@wowinc.com)  
Address: 1323 Bond St. Suite 163 Naperville, IL 60563  
Telephone number: 888-852-9735  
Fax number: 630-536-3108

To submit a compliant Notification, you must provide the following required information in writing (see 17 U.S.C. § 512(c)(3)):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single Notification, a representative list of such works at that site
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material
4. Information reasonably sufficient to permit WOW! to contact you, such as an address, telephone number, and, if available, an email address at which you may be contacted
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law
6. A statement that the information in the Notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed

#### **Counter Notification**

If you receive notice that material has been removed, or access to it has been disabled, as a result of a DMCA Notification, you may file a Counter Notification with WOW!'s Designated Agent. To be effective, a Counter Notification must be in writing and must include the following information:

1. A physical or electronic signature of the subscriber
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or access to it was disabled as a result of mistake or misidentification of the material to be removed or disabled

4. The subscriber's name, address, and telephone number, and a statement that the subscriber consents to jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided the Notification or an agent of such person

Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to WOW!, the alleged infringer, and the alleged copyright owner for damages incurred as a result of the misrepresentation.

After receiving a compliant Counter Notification, WOW! will forward a copy of the Counter Notification to the Copyright Owner. If the Copyright Owner informs WOW! that it has initiated an action seeking a court order against the subscriber, WOW! will take no additional action, and any accused infringing material will continue to be blocked until that action is resolved. If WOW! does not receive notice from the Copyright Owner that an action has been initiated against the accused subscriber, WOW! will inform the subscriber that any removed material may be replaced by the subscriber, and WOW! will take steps to restore access to any blocked materials.

## **7. POLICY REVISIONS**

The current version of this AUP will be posted to WOW!'s website at [www.wowforbusiness.com](http://www.wowforbusiness.com) (or an alternative site as designated by WOW!). So that WOW! can assure that the best service is delivered to our Customers and users as quickly and accurately as possible, WOW! reserves the right to amend any portion of this policy without prior notification to or consent by Customers. The amended AUP will be immediately effective upon posting to WOW!'s website at [www.wowforbusiness.com](http://www.wowforbusiness.com) (or an alternative site as designated by WOW!).