



## **PRIVACY POLICY**

Applicable law authorizes WiredWest to use the fiber system to collect personally identifiable information about our subscribers as necessary in order to render WiredWest services and service features and other services and to detect unauthorized reception or use of WiredWest services and service features.

Applicable law prohibits us from using the fiber system to collect personally identifiable information concerning any subscriber for any purposes other than those listed above without the subscriber's prior written or electronic consent. When you establish an account for WiredWest services we collect information such as your name, address, telephone number, e-mail address, as well as information used for credit checks, billing, and payment, and other information we may need to establish and service an account. During the initial provisioning of WiredWest services, and any subsequent changes or updates to that provisioning, WiredWest collects technical information about your computer hardware and software, fiber modem and/or other fiber service-related devices, and customization settings and preferences. If you rent your residence, we may have a record of whether landlord permission was required prior to installing our fiber facilities as well as your landlord's name and address. WiredWest also collects personally identifiable information about you when you communicate with us for support, maintenance, and billing, send us e-mails, respond to our surveys or e-mails, engage in chat sessions with us, register for information, or participate in promotions or contests, for example. In addition, WiredWest may combine personally identifiable information, which we collect as part of our regular business records, with personally identifiable information obtained from third parties for the purpose of creating an enhanced personal database to use in marketing and other activities related to WiredWest services and our other services.

## **PERSONAL INFORMATION**

WiredWest considers the personally identifiable information contained in our business records to be confidential. Applicable law authorizes WiredWest to disclose personally identifiable information concerning any subscriber for the following purposes if the disclosure is:

- Necessary to render, or conduct a legitimate business activity related to WiredWest services and service features or other services provided to the subscriber;
- Required by law or legal process (as described below in this Policy); or
- Of the names and addresses of subscribers for "mailing list" or other marketing purposes

Applicable law prohibits us from disclosing personally identifiable information concerning any subscriber for any purposes other than those listed above without the subscriber's prior written or electronic consent. The frequency of any information disclosure varies in accordance with our business activities and needs.



WiredWest may use and disclose personally identifiable information collected on WiredWest services as provided for by applicable law in order to:

- install, configure, operate, provide, support, and maintain WiredWest services;
- confirm that you are receiving WiredWest services requested and are properly billed for it;
- identify you when changes are made to your account;
- make you aware of new products or services that may be of interest to you;
- understand the use of, and identify improvements to, our service;
- detect unauthorized reception, use, or abuse of WiredWest services;
- determine whether there are violations of any applicable policies and terms of service;
- manage WiredWest services network;
- configure network interface devices or set top boxes or other service-related devices; and
- comply with law.

WiredWest may also use and disclose personally identifiable information as provided for by applicable law in order to perform, for example:

- Billing and invoicing;
- Administration;
- Surveys;
- Collection of fees and charges;
- Marketing;
- Service delivery and customization;
- Maintenance and operations;
- Technical support;
- Hardware and software upgrades; and
- Fraud prevention.

We sometimes disclose personally identifiable information about you to our affiliates or to others who work for us. We sometimes also disclose personally identifiable information about you to our employees for WiredWest's internal business purposes, as well as to outside auditors, professional advisors and service providers, potential business transition partners, and regulators. Typically, we make these disclosures when the disclosure is necessary to render, or conduct a legitimate business activity related to, WiredWest services or other services we provide to you. We may be required by law or legal process to disclose certain personally



identifiable information about you to lawyers and parties in connection with litigation and to law enforcement personnel.

## **LEGAL DISCLAIMER**

We make every reasonable effort to protect subscriber privacy as described in this Policy. Nevertheless, we may be required by law to disclose personally identifiable information about a subscriber without his or her consent and without notice in order to comply with a valid legal process such as a subpoena, court order, or search warrant. We may also use or disclose personally identifiable information about you without your consent to protect our customers, employees, or property, in emergency situations, to enforce our rights in court or elsewhere, or directly with you, and for violations of WiredWest's Terms of Services policy.

## **TRANSMISSION OF INFORMATION**

WiredWest transmits personally identifiable and non-personally identifiable information about you over WiredWest services when you send and receive e-mail, video mail, and instant messages, transfer and share files, make files accessible, visit Web sites, or otherwise use WiredWest services and its features. Our transmission of this information is necessary to render WiredWest services. WiredWest uses third parties to deliver some features and functions of WiredWest services, such as support, e-mail, video mail, instant messaging, and web hosting, for example, and those third parties collect or transmit personally identifiable and non-personally identifiable information about you. These third parties are not permitted to use your personally identifiable information except for the purpose of providing their services. We will not read your outgoing or incoming e-mail, video mail, private chat, or instant messages, but we (or our third-party providers) do store e-mail messages and video mail messages on computer systems for a period of time. We could be required to disclose these messages and communications along with other personally identifiable information about you to comply with law or to protect our Service as described in the Legal Disclaimer section of this Policy. We also monitor the performance of our service and your service connection in order to manage, maintain, and improve WiredWest services and your connection to it. We (or our third-party providers) use tools to help prevent and block "spam" e-mails, viruses, spyware, and other harmful or unwanted communications and programs on WiredWest services. These tools may automatically scan your e-mails, video mails, instant messages, file attachments, and other files and communications in order to help us protect you and WiredWest services against these harmful or unwanted communications and programs. However, these tools do not collect or disclose personally identifiable information about you.

## **INFORMATION PROVIDED TO THIRD PARTIES**

WiredWest services will allow you to access third parties, including without limitation, content providers, on-line services and other providers of goods, services and



information. Some of these goods, services and information may be accessible directly from WiredWest services, and others may be accessible from the third parties referenced above. In connection with this third-party access, you may be requested or required to provide your name, address, telephone number, credit card number and other personally identifiable information to such third parties. WiredWest is not responsible for any such information provided by you to third parties and you assume all privacy and other risks associated with providing personally identifiable information to third parties via WiredWest services.



## TERMS AND CONDITIONS

By using and/or activating IP network or telecommunications connectivity services with us (“Network Services” or “Services”) and/or clicking the accept button on the login/registration page, you agree to be bound by the terms and conditions set forth below. Further, you acknowledge that upon use of the Services, WiredWest Communications Cooperative Corporation (doing business as “WiredWest”) will rely upon and commence processing your order and will incur expenses and obligations immediately, for which you acknowledge your obligation to comply with this agreement.

1. The Customer agrees to pay WiredWest, in full and on a timely basis, the applicable charge associated with the Network Services requested by you, as set forth on WiredWest’s web site. WiredWest reserves the right, in its sole discretion, to change, modify, add, or remove portions of this Agreement, and Customer agrees to be bound by any such modifications as a consequence of Customer’s continued use of Services. WiredWest may cancel the Service in the event of Customer nonpayment or violation of this Agreement. WiredWest may modify the Services at any time, including but not limited to upgrades and downgrades, with thirty (30) days prior written notice to you of such change to occur. WiredWest may impose limits on Services or restrict the Customer’s access to parts or all of the Service without notice or liability. Any notice of such changes will be posted on the WiredWest Web site located at [www.wiredwestfiber.net](http://www.wiredwestfiber.net).
2. All customers of WiredWest are provided at no additional cost our Standard Service Level Agreement that includes 24-hour access to WiredWest technical support. The Standard Service Level Agreement provides problem resolution response on a first-come, first-served, best-effort basis, and does not provide for service guarantees. Off net support is available at the applicable rate.
3. Wireless router and phone equipment provided by WiredWest to the Customer that is used to deliver the Services must be returned to WiredWest undamaged, upon the expiration or termination of the Agreement, at your town hall. The Customer agrees to provide to WiredWest the full replacement cost of such equipment, if the Customer fails to return such equipment at the end of the term of this Agreement in the identical condition as initially provided to the Customer, commercially reasonable wear and tear excepted. The Customer has the sole responsibility to adequately protect the equipment against potential damage and harm, exclusive of customary wear and tear associated with its assigned use. Any and all such damage to the equipment that results from the Customer’s failure to provide such protection shall be the Customer’s sole responsibility.
4. The Customer agrees to pay all charges billed by WiredWest on a monthly basis, throughout the Term (as defined below) (the “Monthly Recurring Charges”). The Customer agrees and acknowledges that WiredWest shall not be liable if, during the order and installation process, it is determined that Service cannot be provided to Customer or that it is commercially impracticable to do so. In addition, in the event that WiredWest incurs additional cost over and above usual and customary charges to provide Service to the Customer, which may include but not be limited to extended wiring charges, alternative business hour service installation charges, or emergency service repair charges, the Customer shall be responsible for any and all such charges.
5. WiredWest services terminated for non-payment will be restored within 48-hours upon the following conditions:
  1. Customer provides payment in full via Credit Card/Direct Debit
  2. An administrative Fee will be added to the customer’s account and paid in full via Credit Card/Direct Debit prior to restoration.
  3. Reconnection of service must be authorized by the Credit Department.
  4. Administrative Fees will be charged as follows: Normal Working Hours \$19.95 (Monday-Friday 8 a.m. – 5 p.m.); After Hours/Weekends/Holidays up to \$49.95; Truck Roll \$75/hourly. After Hours/Weekends/Holidays Truck Roll \$100.00/hourly
6. Service Suspension.



1. Customers are allowed to "suspend" internet service, which means they can request (via customer service) that their internet service be shut off, while maintaining an active account
2. Customers are not allowed to suspend phone service, if they have it.
3. While internet service is suspended, WiredWest may continue to charge the customer a fee, to cover ongoing costs of maintaining the network, such fee to be at WiredWest's discretion
4. If a suspended customer requests to have their internet service reinstated, they will be charged a \$99 fee IF:
  1. Their service has been suspended for more than 120 consecutive days (OR)
  2. If their service was previously suspended for any amount of time in the preceding 365 day period
5. If a suspended customer does not reinstate their service within one year of the suspension date, their account may be deactivated;
6. If a deactivated customer requests their account be reinstated, it shall be treated as a new account, and they shall be charged whatever fee is normally charged for new accounts
7. The Customer agrees that WiredWest's network and its Services may be used only for lawful purposes. WiredWest is not responsible for the content of any websites linked to, accessed or accessible by the Services; links are provided as Internet navigation tools only. Users may not use the network or Services to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is obscene, threatening, abusive or hateful or contains a virus, worm, Trojan horse, or other harmful component; or (d) that contains fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations.
8. The Customer agrees that renting, selling, or otherwise transferring the Service for the benefit of a third party is strictly prohibited by this Agreement and violates applicable law.
9. The Term begins upon activation of Customer's Services (the "Activation Date") and expires upon forty-eight (48) hour notice from the Customer. All notices must be sent to WiredWest, PO Box 66461, Florence, MA 01062-0461.
10. WiredWest will invoice the Customer on a monthly basis for Network Services and any applicable equipment charges. The Customer agrees that any failure to pay for Services thirty (30) days after the invoice date may subject the Customer to: (a) a 1.5% late fee charged per month or the maximum rate permitted by law, on the outstanding balance. (b) charges for any WiredWest equipment replacement costs, if applicable; and (c) the termination of Services. The Customer is required to provide WiredWest with updated and current phone numbers, fax numbers, mailing addresses, and other contact information at all times during the Term. The Customer agrees to assume all costs and expenses incurred by WiredWest in connection with collecting unpaid amounts due, including, but not limited to, reasonable attorney's fees incurred in the course of such collection.
11. In the event the Customer selects and is approved for the credit card payment option, the Customer expressly authorizes WiredWest to charge the Customer's credit card account for outstanding account balances and any future Monthly Recurring Charges that accrue. This authorization remains valid until the Customer provides written notice to WiredWest terminating Services or WiredWest's authorization. WiredWest may terminate Services for declined credit cards, returned debit, or any other non-payment to the Customer's account. The Customer electing the credit card option is required to provide WiredWest with updated and current credit card information at all times during the Term. Services terminated for non-payment are subject to an administrative fee prior to reconnection of service.
12. The Customer acknowledges and agrees that WiredWest has the right to engage in the collection and storing of certain personal and business data concerning the customer ("Customer Data"). This data (i) will be used by WiredWest and/or its service delivery partners and contractors to provide Services, (ii) will remain confidential, and (iii) will not be used other than in the normal course of WiredWest business. WiredWest may release Customer Data to third parties outside the normal course of WiredWest business only to comply with valid legal requirements. The Customer may request the return of any personal and business data stored by WiredWest by providing a written request within thirty (30) days after the expiration or termination of the Agreement ("Data Retrieval"). In the event the Customer requests WiredWest's assistance with respect to Data Retrieval, the Customer agrees to pay WiredWest a fee equal to one-half of the last month's Monthly Recurring Fee.





13. Equipment, hardware, and software not provided and owned by WiredWest are the sole and exclusive responsibility of Customer. It is understood and agreed that when WiredWest provides equipment, WiredWest acts solely as a reseller and all failures and/or disputes concerning the operation of such equipment will be governed by the manufacturer's warranty(s) and policies, and are not the obligation or responsibility of WiredWest unless otherwise stated in the Customer's Service Agreement with WiredWest.
14. WiredWest grants the Customer a non-transferable, non-exclusive, and terminable right and license to use the applications and software necessary for the delivery and receipt of Services, if any, provided that Customer or any third party on behalf of the Customer does not copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the applications or any part thereof or otherwise attempt to discover any source code, or sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or to the applications. The Customer agrees not to modify the applications in any manner or form. "WiredWest," the WiredWest logo, and other WiredWest trademarks, service marks, logos, and product and service names are trademarks of WiredWest (the "WiredWest Marks"). The Customer and its employees, agents, contractors, and/or representatives agree not to display or use the WiredWest Marks in any manner without WiredWest's express prior written permission.
15. The Customer hereby grants WiredWest the right to disclose that it is a Customer of WiredWest and the right to display the Customer's logo on WiredWest materials including, but not limited to, WiredWest's Web site and literature. In the event WiredWest decides to use one or all of the Customer's logos, WiredWest shall adhere to the Customer's specifications for use of such logo that the Customer has provided to WiredWest. WiredWest shall not acquire any other rights to the Customer's intellectual property including, but not limited to, trade names, trademarks, product name, logo, case studies, and customer testimonials. The Customer may deny WiredWest the use of such intellectual property by providing written notice of such a decision on the Customer's company letterhead. WiredWest hereby grants the Customer the right to display the WiredWest logo on the Customer's materials including, but not limited to, the Customer's Web site and literature to publicize that WiredWest is a provider of Services to the Customer.
16. The Agreement represents the entire agreement between the Customer and WiredWest with respect to the Services provided, superseding all previous communications or agreements regarding such subject matter. These Terms and Conditions are subject to revision by WiredWest in its sole discretion. Notice of modification may be provided through an update of the WiredWest web page, and Customer's continued use of Services following the date of revision shall be considered the Customer's acceptance of the change(s).
17. The Customer understands and acknowledges that WiredWest is not liable for any indirect, incidental, special, punitive, or consequential damages; lost profits, loss of data, loss of hardware or software, loss or liability resulting from computer viruses, Service defects, or security insufficiency arising out of or related to this Agreement, the performance or breach thereof; the Services provided or failure to be provided; or any delay, non-delivery, wrong delivery, or Service Interruption whether or not caused by the negligence of WiredWest or their agents, employees, or any party, even if the party has been advised of the possibility thereof.
18. The Customer's correspondence or business dealings with, or participation in promotions of, content providers, advertisers, or sellers of goods and services found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between the Customer and such entity. The Customer agrees that WiredWest shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers, content providers, or sellers in connection with the Services.
19. The Customer shall indemnify, defend, and hold WiredWest harmless from any and all claims resulting or alleged to result from: (a) The Customer's use of the connection provided by WiredWest and/or any service equipment or software provided by WiredWest; (b) fault, negligence, or failure of the Customer to perform the Customer's responsibilities hereunder; (c) claims against the Customer by any other party; (d) any act or omission of any party furnishing services and/or products; or (e) the installation and/or removal of any and all equipment supplied by any person, including, but not limited to, WiredWest.
20. Your town's MLP has sole discretion for determining the final location of the overhead and/or buried fiber optic service line to and within the premise. WiredWest and its subcontractors may at times require scheduled access to this property for the purpose of maintenance and service. WiredWest acknowledges that damage to customer property solely attributable to the on-site installation and maintenance of this fiber



service shall be repaired to preexisting condition. Installation of the WiredWest service may involve modifications to a rental property. While these modifications are often minor, standard professional installation may include drilling holes to run fiber optic cable and attach equipment securely to the premise. The tenant attests that these required modifications are authorized by the landlord, or its authorized representative. WiredWest is released from any liability related to damages your landlord may claim as a violation of your lease/rental agreement.

21. WiredWest shall not be liable to the Customer under this Agreement for any failure or delay in performance that is due to causes beyond its reasonable control and without its fault or negligence including, but not limited to, acts of nature, acts of civil or military authority, governmental actions, fires, civil disturbances, interruptions of power, or transportation problems. WiredWest shall also not be liable for any delay or performance failure caused by the Customer's failure to perform any of its obligations under this Agreement.
22. This Agreement shall be governed under the laws of the Commonwealth of Massachusetts, and to the extent applicable, federal law, without regard to choice of law principles. The Customer and WiredWest hereby agree that the state or federal courts of the Commonwealth of Massachusetts shall determine any dispute relating to or arising out of this Agreement.
23. THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT WIREDWEST IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM ANY FAILURE OR DELAY DURING INSTALLATION AND PROVIDING SERVICES. WIREDWEST MAKES NO GUARANTEES OR PROMISES WITH REGARD TO THE EXACT DATE OF THE COMPLETE INSTALLATION AND OPERATIONAL STATUS OF THE CUSTOMER.
24. SERVICES PROVIDED BY WIREDWEST ARE "AS IS." WIREDWEST MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. WIREDWEST ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THEIR SERVICES AND DOCUMENTS ASSOCIATED WITH SERVICES BY REFERENCE OR LINKS. REFERENCES TO THIRD PARTIES, THEIR SERVICES, AND THEIR PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. WIREDWEST SERVICES AND DOCUMENTS ASSOCIATED WITH SERVICES COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS.





## **Acceptable Use Policy**

### **Why is WiredWest providing this Policy to me?**

WiredWest Communications Cooperative Corporation (herein known as “WiredWest”) seeks to provide and foster an on-line community that can be used and enjoyed by all its telecommunications customers. To further that goal, WiredWest has developed an Acceptable Use Policy. Although much of what is included here is common sense, WiredWest takes these issues very seriously and will enforce its rules to ensure enjoyment by all of its members. WiredWest reserves the right to suspend or cancel a subscriber’s account for engaging in inappropriate conduct. (Subscribers, of course, also remain legally responsible for any such acts.) All WiredWest customers (the “customer,” “user,” “you,” or “your”) and all others who use the Service must comply with this Policy. Your failure, or others’ failure, to comply with this Policy could result in the suspension or termination of your or their Service accounts. Therefore, you should take steps to ensure that others you permit to use your Service are aware of this Policy and agree to abide by it. If you are unwilling to comply with this Policy, you must immediately stop all use of the Service and notify WiredWest so that your account could be closed. In using the telecommunication services provided over WiredWest’s fiber optic network, subscribers accept this list of restrictions as well as those set forth in WiredWest’s Terms and Conditions and agree to use the Services only for lawful purposes and not to use or allow others to use the Services in violation of the guidelines.

### **What uses and activities does WiredWest prohibit?**

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others.

#### **Technical restrictions**

- a) Access any other person’s computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; 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 without express permission to do so;
- b) Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- c) Copy, distribute, or sublicense any proprietary software provided in connection with the Service by WiredWest or any third party, except that you may make one copy of each software program for back-up purposes only;
- d) Distribute programs that make unauthorized changes to software (cracks);



- e) Use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network (“Premises LAN”), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, web hosting, file sharing, and proxy services and servers;
- f) Use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- g) Service, alter, modify, or tamper with the WiredWest equipment or service or permit any other person to do the same who is not authorized by WiredWest;

#### **Network and usage restrictions**

- a) Restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other person to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or impede others’ ability to use, send, or retrieve information;
- b) Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any WiredWest (or WiredWest supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any WiredWest (or WiredWest supplier) facilities used to deliver the Service;
- c) Re-sell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly, with the sole exception of your use of WiredWest -provided Wi-Fi service in accordance with its then-current terms and policies;
- d) Connect the WiredWest Equipment to any computer outside of your Premises;
- e) Change, disable or tamper with any of the provided equipment;
- f) 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 abusing operator privileges, and attempts to “crash” a host; or access and use the Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

#### **What obligations do I have under this Policy?**

You are responsible for your own compliance with this Policy. You are also responsible for any use or misuse of the Service that violates this Policy by anyone else you permit to access the Service (such as a friend, family member, or guest) with one exception: In cases where you permit others to access your WiredWest provided, Wi-Fi identified Internet Service with their own login information, those users are responsible for complying with all then current terms and policies that apply to their access. WiredWest recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by WiredWest 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.

In all cases, you are solely responsible for the security of any device you connect to the Service, including any data stored or shared on that device. It is also your responsibility to secure the WiredWest Equipment and any other Premises equipment or programs not provided by WiredWest that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

### **Why does WiredWest manage its network?**

WiredWest manages its network with one goal: to deliver the best possible experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as WiredWest works to promote the use and enjoyment of the Internet by all of its customers. The company uses reasonable network management practices that are consistent with industry standards. WiredWest tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

The need to engage in network management is not limited to WiredWest. In fact, all large Internet service providers manage their networks. Many of them use the same or similar tools that WiredWest does. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, WiredWest can deliver the best possible broadband Internet experience to all of its customers.

### **What happens if you violate this Policy?**

All WiredWest customers (the "customer," "user," "you," or "your") and all others who use the Service must comply with this Policy. Your failure, or others' failure, to comply with this Policy could result in the suspension or termination of your or their Service accounts. Therefore, you should take steps to ensure that others you permit to use your Service are aware of this Policy and agree to abide by it. If you are unwilling to comply with this Policy, you must immediately stop all use of the Service and notify WiredWest so that it can close your account.

### **How does WiredWest enforce this Policy?**

WiredWest does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. WiredWest has no obligation to monitor the Service and/or the network. WiredWest and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate



the Service; identify violations of this Policy; and/or protect the network, the Service and WiredWest users.

WiredWest prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. WiredWest also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without WiredWest's intervention. However, if the Service is used in a way that WiredWest or its suppliers, in their sole discretion, believe violates this Policy, WiredWest or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. WiredWest and its affiliates, suppliers, or agents will not have any liability for any of these responsive actions. These actions are not WiredWest's exclusive remedies and WiredWest may take any other legal or technical actions it deems appropriate with or without notice.

WiredWest 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 and data on WiredWest's servers and network. During an investigation, WiredWest may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to WiredWest and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your Service account, WiredWest is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).

If Customer uses the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, WiredWest may, in its sole discretion, suspend or terminate your Service account or request that it subscribe to a different version of the Service if it wishes to continue to use the Service at higher data consumption levels. WiredWest may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Services Agreements. WiredWest's determination of the data consumption for Service accounts is final.

Customer shall promptly notify WiredWest of any event that would be reasonably likely to give rise to any such interference, impairment, affect, exposure, reselling, or service usage violation. If WiredWest reasonably determines that Customer is using the Service(s) in violation of the Acceptable Use Policy section above, WiredWest may immediately terminate the Service(s). Customer accepts liability for any damages resulting from Customer failure to comply with Acceptable Use Policy service usage restrictions. Customer and WiredWest each agree to cooperate with and support each other in complying with any requirements applicable to their respective rights and obligations hereunder imposed by any governmental or quasi-governmental authority.



The Company reserves the right to change this Acceptable Use policy at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on this website immediately. Please check the latest information posted herein to be informed of any changes.