

HORIZON

CABLE TV INC.

HIGH-SPEED CABLE MODEM ACCEPTABLE USE POLICY

1. INTRODUCTION

This Acceptable Use Policy ("AUP") governs your use of the Internet services ("Service") provided by Horizon (the "ISP"), whether you subscribe to the Service or not, and you agree to all the terms set forth herein. It is the responsibility of all ISP high-speed cable modem customers, and all others who may have access to the ISP network, to comply with this AUP and all other Horizon policies.

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 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 Internet Service Agreement and 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, file transfer, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- 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. This includes activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature.
- 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’s 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, file transfer, 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, music, video and other digital content.
- L. Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- M. Using the Service to harm minors in anyway.
- N. Making the Service available by any means to anyone other than you, family or other occupants located in the same immediate residence, or on-premise employees (i.e. members of the public, customers of an establishment, other businesses, hotel or motel guests and patrons, or residence hall or apartment building), unless done with ISP’s written authorization and in accordance with an applicable additional service plan.
- O. Reselling the Service unless done with ISP’s written authorization and in accordance with an applicable additional service plan.
- P. Restricting, inhibiting or otherwise interfering with the ability of any other person to use or enjoy the ISP’s equipment or the service, including, without limitation, posting or transmitting any information or software which contains a virus or other harmful feature: or generating levels of traffic sufficient to impede others’ ability to send or retrieve information.
- Q. Running 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, email, Web hosting, file sharing, and proxy services and servers.

3. SECURITY

You are responsible for any misuse of the Service, even if the misuse was committed by a family member, employee, contractor, customer, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account or connection to gain unauthorized access to the Service. You agree to keep any network (wireless or otherwise) installed on your Premises completely secured and only accessible by authorized users in accordance with the Terms of Service. 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.

4. ENFORCEMENT OF ACCEPTABLE USE POLICY

Horizon does not routinely monitor the activity of Service accounts for violation of this AUP. However, in an effort to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although Horizon has no obligation to monitor the Service and the Network, Horizon and its suppliers reserve the right at any time to monitor bandwidth, usage, transmission, and content from time to time to operate the Service; to identify violations of this Policy; and to protect the network, the Service and Horizon users.

Horizon prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way which Horizon or its suppliers, in their sole discretion, believe violates this AUP, Horizon 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. In this case, termination or other charges may apply. Neither Horizon nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Horizon's exclusive remedies and Horizon may take any other legal or technical action it deems appropriate.

Horizon reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Horizon's servers and network. During and investigation, Horizon may suspend the account or accounts involved and/or remove or block material which potentially violates this Policy. In this case, termination charges may apply. You expressly authorize Horizon 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 Horizon 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, Horizon is authorized to delete any files, programs, data and e-mail messages associated with your account.

The failure of Horizon or its suppliers to enforce this AUP, for whatever reason, shall not be construed as waiver of any right to do so at any time. You agree that if any portion of this 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.

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