

Reynolds Cable Inc.

High Speed Internet Services – Acceptable Use Policy

The following policies are for the use of all High Speed Internet access services that are provided by Reynolds Cable Inc. to DSL or fixed wireless broadband subscribers. These policies apply to all users of the service. They supplement, but do not supersede, the Terms of Service agreement or other contracts that the subscriber has for the service.

The Internet is a wonderful resource, but unfortunately it is sometimes abused. These Policies are intended to protect Reynolds Cable Inc., its customers, and others from irresponsible, disruptive, or illegal activities. These Policies provide guidelines and are not meant to be exhaustive.

Reynolds Cable inc. reserves the right to restrict, suspend, or terminate service without refund or forgiveness of contract in the event that these policies are violated. These policies may be updated or revised periodically and in such cases the latest available version of this policy will be available for viewing at reytel.net/tos.html. Use of the Reynolds Cable Inc. network constitutes understanding and agreement to these policies.

Customer Responsibilities

- Subscribers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the service. Reynolds Cable Inc. has no responsibility for any material created on the Reynolds Cable Inc. network or accessible using the service.
- Subscribers assume responsibility for any misuse of service or AUP violations by anyone accessing the Reynolds Cable Inc. network through their account, regardless of the subscriber's knowledge or consent.
- Subscribers are responsible for the security of their computers and data, to take measures to protect against viruses and to limit access by children to inappropriate content.
- Subscribers are responsible for taking prompt corrective action(s) to remedy any violation of this AUP and to help prevent similar future violations.

Prohibited Activities

Unlawful Activities: Service shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Threatening Material or Content: The service shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others.

Intellectual Property Rights: IP Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Sharing or Resale: The service provided is for single family residence or home-office use only. Internet sharing is allowed only within the boundaries of the residence. Allowing others to use this connection via wired, wireless (WiFi or other technology) or by other means is prohibited. Reselling the service is also strictly prohibited.

Network Abuse

Spam/E-mail Abuse: A subscriber shall not directly or indirectly use the service to send mass or other duplicative unsolicited e-mail messages (commercial or other) or to send any other unsolicited e-mail that provokes or is likely to provoke complaints. This prohibition includes any violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services.

Denial Of Service Attack: A subscriber shall not engage in any form of "denial of service" attack including, but not limited to, flooding of a network, overloading a service, attempting to "crash" a host or "mail bombing" (i.e., sending large volumes of e-mail with the apparent intent of denying another Internet user service).

Peer-To-Peer Sharing: A subscriber shall not utilize peer-to-peer or other file sharing methods in a manner which interferes with Reynolds Cable Inc.'s ability to operate an efficient network and provide normal service to others. Subscribers should not maintain a large number of connections or utilize large portions of their bandwidth for extended periods of time. Abusing network bandwidth affects all subscribers and will likely result in traffic shaping.

Bandwidth Abuse: A subscriber shall not engage in any activity that interferes with Reynolds Cable Inc.'s ability to provide service to others, including the use of excessive bandwidth. This behavior includes but is not limited to: Excessive downloads, uploads, video streaming, or hosting a server.

Security Violations

- Unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- Hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- Impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- Using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- Distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- Knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- Engaging in the transmission or receiving of pirated software;
- Failure to take reasonable security precautions to help prevent violation(s) of this AUP.

Monitoring of Services

Reynolds Cable Inc. has no obligation to monitor or control postings, messages or transmissions made or accessed or received using the Service and expressly disclaims any responsibility for any offense or injury arising out of your or others' access to or dissemination of any content posted or transmitted. The Terms of Service Agreement for the service, however, provides that, to the maximum extent permitted by applicable law, Reynolds Cable Inc. reserves the right, without notice to you, to monitor content and transmissions electronically from time to time, and, subject to certain conditions, to disclose any information it learns as a result to governmental authorities or other third parties.

IF YOU DO NOT AGREE TO BE BOUND BY THESE POLICIES, YOU SHOULD IMMEDIATELY DISCONTINUE USE OF THE SERVICE.