

## Acceptable Use Policy

IN ORDER TO PROVIDE HIGH QUALITY CUSTOMER SERVICE AND TO INSURE THE INTEGRITY OF CHARTER'S BUSINESS INTERNET ACCESS SERVICE ("SERVICE"), CHARTER HAS ADOPTED THIS ACCEPTABLE USE POLICY.

PLEASE READ THIS ACCEPTABLE USE POLICY PRIOR TO ACCESSING THE SERVICE. BY USING THE SERVICE, THE CUSTOMER AGREES TO THE TERMS OF THE ACCEPTABLE USE POLICY.

CHARTER RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THE CUSTOMER'S ACCOUNT WITHOUT NOTICE AT CHARTER'S SOLE DISCRETION, IF THE CUSTOMER OR OTHERS USING THE CUSTOMER'S ACCOUNT VIOLATE THIS ACCEPTABLE USE POLICY. CHARTER ALSO RESERVES THE RIGHT TO IMMEDIATELY REMOVE ANY MATERIAL OR INFORMATION THAT VIOLATES THIS POLICY FOR ANY REASON WHATSOEVER AT OUR SOLE DISCRETION WITHOUT PRIOR NOTICE.

### 1. NO ILLEGAL OR FRAUDULENT USE

The Customer agrees not to use, nor allow others to use, the Service to violate any applicable federal, state, local or international laws. The Customer agrees not to use the Service to commit a crime or fraud, or to plan, encourage or help others to commit a crime or fraud, including but not limited to engaging in a pyramid scheme, a ponzi scheme or sending chain letters.

### 2. NO COPYRIGHT OR TRADEMARK INFRINGEMENT

The Customer agrees not to use the Service to send, receive or post any information that infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to digitization of music, movies, photographs or other copyrighted materials or software. Charter is registered under the Digital Millennium Copyright Act of 1998.

### 3. NO THREATS OR HARASSMENT

The Customer agrees not to use, nor allow others to use, the Service to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy of any other person or entity.

### 4. NO HARM TO MINORS

The Customer agrees not to use the Service to harm or attempt to harm a minor, including but not limited to using the Service to send pornographic, obscene or profane materials.

The Customer agrees to comply with the Children's Online Privacy Protection Act of 1998 and all other applicable laws designed to protect children.

### 5. NO "SPAMMING"

The Customer agrees not to use, nor allow others to use, the Service to send unsolicited advertising (including but not limited to mass or bulk e-mail), promotional materials or other forms of solicitation ("spamming"). Charter reserves the right, in Charter's sole discretion, to determine whether such posting or transmission constitutes an advertisement, promotional material or any other form of solicitation.

### 6. NO "HACKING"

The Customer agrees not to use, nor allow others to use, the Service to access the accounts of others or to attempt to penetrate security measures of Charter's or other computer systems ("hacking") or to cause a disruption of service to other on-line users. You agree that you will not use tools designed to compromise network security, such as password-guessing programs, cracking tools, packet sniffers, port scanning or other network-probing tools.

### 7. NO SYSTEM DISRUPTION

The Customer agrees not to use, or allow others to use, the Service to disrupt Charter's network, or computer equipment owned by other Charter customers. The Customer also agrees not to use or allow others to use the Service to disrupt other Internet Service Providers or services, including but not limited to by e-mail bombing or the use of mass mailing programs.

### 8. NO IMPERSONATION OR FORGERY

The Customer agrees not to impersonate another user, falsify one's company name, user name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. The Customer agrees not to forge or misidentify any message header of any electronic transmission, originating or passing through the Service.

### 9. NO ABUSE OF NEWSGROUPS

The Customer agrees not to post a similar item to more than three (3) newsgroups or mailing lists. The Customer agrees that the Customer will not post or transmit any private, third-party e-mail to any newsgroup or mailing list without the explicit approval of the sender.

### 10. NO "VIRUSES"

The Customer agrees that the Customer will not use, nor allow others to use, the Service to intentionally transmit computer "viruses," worms, "Trojan horses" or other harmful software programs and will use the Customer's best efforts to prevent the unintentional transmission of such viruses or other harmful software.

#### **11. NO RESELLING**

The Customer agrees that the Customer will not, nor allow others to, resell or redistribute access to the Service in any manner. The prohibition on resale or redistribution of access includes, but is not limited to, the provision of e-mail, FTP and Telnet access. Charter reserves the right to disconnect or reclassify the Service to a higher grade for failure to comply with any portion of this provision.

#### **12. NO EXCESSIVE USE OF BANDWIDTH**

If Charter determines, in its sole discretion, that the Customer is using an excessive amount of bandwidth, Charter may require the Customer to upgrade the Customer's service level and pay Charter's then-current rates for such service.

#### **13. REVISIONS TO POLICY**

Charter reserves the right to update or modify this Policy at any time upon thirty (30) days prior written notice. Notice of modifications to this Policy may be given by posting such changes to Charter's homepage (<http://www.charter.com> [[www.charter-business.com](http://www.charter-business.com)]), by electronic mail or by conventional mail.

### **Privacy Policy**

#### **1. COMMITMENT TO CONFIDENTIALITY**

Charter strives to honor the confidentiality of its customers. Charter wants its Customers to have confidence while using the Internet. This Privacy Policy is designed to explain Charter's commitment to its Customers' privacy and Charter's monitoring activities. Independent contractors and agents of Charter, that are acting on behalf of Charter in providing the Service, are also bound by this Privacy Policy.

#### **2. ACCOUNT INFORMATION**

Charter requests certain company information at the time a Customer subscribes to the Service. Charter requests the company name, address, telephone number and e-mail address. This information is used to manage a Customer's account for billing purposes. It is not shared with a third party, except in very limited circumstances such as is required by law or in order to enhance the Customer's service experience.

#### **3. CUSTOMER SURVEYS**

From time to time, Charter takes customer surveys. Charter may contact a Customer as part of a customer survey. Participation in customer surveys is purely voluntary, but Charter welcomes and encourages Customers to respond to these surveys. Personal information gained in these responses will be held in confidence.

#### **4. RIGHT TO MONITOR COMMUNICATIONS AND DISCLOSE INFORMATION**

It is generally Charter's policy not to share a Customer's company information. However, Charter has the right to monitor the Service. Charter may disclose information about a Customer's company and/or account at Charter's sole discretion in order to comply with the Electronic Communications Privacy Act, the Digital Millennium Copyright Act or any other laws, to enforce Charter's Acceptable Use Policy, to protect the integrity of Charter's operations, to protect Charter customers or to prevent a crime.

Customer expressly grants Charter permission to disclose the Customer's company information in response to: (a) a subpoena issued in a civil or criminal investigation or in litigation; (b) a civil investigative demand issued by a government entity; or (c) a court order. Charter may disclose Customer's identifiable information to law enforcement agencies when expressly required to do so by law.

#### **5. COLLECTION AND USE OF TECHNICAL INFORMATION**

When a Customer uses interactive television and cable internet services, Charter gathers technical data about a Customer's use of the Service. Charter uses the technical information to understand customer interests, to enhance the value of the Service and to customize the Service based upon customer interests.

#### **6. THIRD PARTIES**

Some third parties might acquire information about a Customer when the Customer uses or visits websites or services via the Service. Charter does not undertake to monitor, and may not be capable of monitoring, the collection, use or disclosure of such information.

#### **7. COMMUNICATIONS REGARDING THIS PRIVACY POLICY**

If a Customer has any questions concerning this Privacy Policy, the Customer may contact the Charter representative identified on the Customer Agreement.

#### **8. REVISIONS TO THE PRIVACY POLICY**

Charter reserves the right to update or modify this Privacy Policy at any time upon thirty (30) days prior written notice. Notice of modifications to this Privacy Policy may be given by posting such changes to Charter's website at (<http://www.charter.com>) [[www.charter-business.com](http://www.charter-business.com)]), by electronic mail or by postal mail.