

Appendix E

Terms of Service for Major U.S. Broadband Providers

Free Press extensively analyzed the terms of service, subscriber agreements, and acceptable use policies for the high-speed Internet offerings of AT&T, Verizon, Qwest, Comcast, Time Warner, and HughesNet. We found that these companies place an abundant amount of unnecessary restrictions on their customers, and assert a disconcerting level of control over their customer's online activities. Most American consumers do not take the time to read through these policies, due to a number of factors including the legal verbiage and small text size. This is a similar situation to the one faced by American consumers who try to distinguish the fine print that appears at the end of advertisements. The fine text can be extremely important. A recent example of this practice is seen in a TV advertisement for the upcoming release of the Apple iPhone. Towards the end of the advertisement, in small print at the bottom of the screen, AT&T notes that at minimum a new two-year agreement is required in order to be able to use the phone.¹ This is an important fact that the overwhelming majority of consumers would not be aware of until trying to activate the cell phone. The dominant cable and telephone providers utilize this same strategy in the conditions they apply to a customer's Internet service. These companies appear much more interested in selling their service than adequately disclosing to consumers that they assert the right to examine and stop their online activities.

The foremost restriction found in our analysis was the ease with which providers could monitor their customer's online activities and terminate their service. By giving themselves the right to monitor a customer's activities, these Internet providers can act as supervisors to the online world. These same Internet providers can terminate Internet access at will, giving them the power to silence a customer's voice to the world with the flip of a switch. Some providers assert the right to terminate service if they deem that a customer has damaged the company's reputation. Others state that they can drop a customer for any or no reason. One cannot imagine Internet providers gaining such vast power over their customers in a market where intense competition exists.

In the 1996 Telecommunications Act, Congress specifically required the FCC to promote the universal availability of "advanced telecommunications capability" that would enable users to receive *and originate* "high-quality voice, data, graphics, and video". This legislative directive illustrates that Congress recognized the importance of preserving the two-way capabilities of the Internet as it transitioned from dial-up technology. Our analysis however illustrates the significant obstacles put in place by broadband providers that deny American consumers the ability to originate content, particularly high-quality audio and video. In order for a consumer to adequately originate content, a static IP address is needed. A static IP address provides a permanent location for another user's computer to request the information. With a dynamic IP address, this location changes regularly denying the consumer the ability to host or originate content. None of the

¹ See http://www.youtube.com/watch?v=FLxB4pHH_GY

Internet providers in our analysis allow for static IP addresses within their basic tiers of service. Furthermore, the upload speeds supplied by these providers are completely inadequate for the online uses intended by Congress. In order to gain the ability to host and originate content, customers of the dominant telephone and cable companies must purchase business tiers that are too expensive for the average consumer.

These six providers analyzed provide over three-quarters of all residential U.S. broadband connections. The staggering control that these companies assert over their customers is a symptom of an uncompetitive market where abuses go unchecked.

AT&T

An analysis of AT&T's Subscriber Agreement reveals a wide variety of limitations placed on customers.

AT&T:

- Retains the power to monitor any and all traffic
- Declares the right to block and remove any content that is available to customers
- Monitors the transmission speed and can modify it at any time
- Restricts residential customers from operating an Internet server
- Reserves the right to terminate service
- Does not guarantee a minimum Internet speed

AT&T does not pre-screen Content, but AT&T and its designees shall have the right (but not the obligation) to monitor any and all traffic routed through the Service, and in their sole discretion to refuse, block, move or remove any Content that is available via the Service.

-AT&T DSL Service Subscriber Agreement

AT&T can not only monitor all traffic routed through its lines but can also block any content they deem "objectionable" or "defamatory" and terminate a customer's account if this content originated with them. Furthermore, AT&T does not guarantee a minimum Internet speed. So while AT&T is intent on redefining their service as a 6 mbps service, they cannot guarantee their customers even 6 *kbps*. AT&T can also monitor and change a customer's current connection speed at any time and without notice.

AT&T customers are barred from creating a network or hosting a server that could originate content. In the 1996 Telecommunications Act, Congress specifically required the FCC to promote the universal availability of "advanced telecommunications capability" that would enable users to receive and originate "high-quality voice, data, graphics, and video". By requiring a customer to consent to rules that block their ability to originate any content including multimedia, AT&T spurns the broadband vision as defined by Congress.

Through their acceptable use policy, AT&T exerts an unacceptable level of control over their customer's Internet activities. This control has little bearing on the company's ability to ensure network security and reliability. By asserting the legal ability to restrict content or terminate service for any lawful purpose they deem to be inappropriate, AT&T is denying their customers the true advanced telecommunications access that Congress envisioned.

Verizon

Verizon, as outlined in their Terms of Service Agreement, has many unreasonable restrictions that are for the most part unbeknownst to customers

Verizon:

- Reserves the right to refuse, move, or remove any content that the company determines is “objectionable”
- Insists on the right to change, limit or terminate a customer’s Internet service
- Monitors a customer’s Internet connection
- Retains the power to increase the cost or terminate Internet service if a customer cancels their Verizon telephone service.
- Asserts the right to deny service or terminate existing service for “any reason or no reason” or if you:
 - o Damage the name or reputation of Verizon or its affiliates
 - o Generate excessive amounts (as determined by Verizon) of Internet traffic
 - o Use the service in a way that is “objectionable for any reason”
 - o Interfere with another person’s usage or enjoyment
 - o Transmit information that is “defamatory”
 - o Use any name or mark of Verizon as a hypertext link to any Web site
 - o Use the service to “disrupt the normal flow of online dialogue”
 - o Attempt to procure a permanent IP address as a result of having a dynamic IP address

Verizon reserves the right and sole discretion to change, limit, terminate, modify at any time, temporarily or permanently cease to provide the Service or any part thereof to any user or group of users, without prior notice and for any reason or no reason.

Verizon, in its sole discretion, may refuse to accept your application for Service following a termination or suspension of your use of the Service.

-Verizon Terms of Service

Verizon, through their Terms of Service employs tremendous power over their customers. By insisting on the authority to monitor and block or remove any content “that violates this agreement or that Verizon determines, in its sole discretion, is otherwise objectionable”, Verizon gains a firm grip over the online activities of its customers. Furthermore, a Verizon customer can be denied service for any number of reasons. The most egregious is worth quoting in full “Verizon reserves the right and sole discretion to change, limit, terminate, modify at any time, temporarily or permanently cease to provide the Service or any part thereof to any user or group of users, without prior notice and for any reason or no reason”. Such a blanket statement is rare amongst the Internet provider policies we analyzed. Verizon goes on to highlight specific circumstances that they believe warrant service termination. A particularly chilling cause

for termination is damaging “the name or reputation of Verizon, its parent, affiliates and subsidiaries, or any third parties”. Other acts that give Verizon the right to terminate an account include to “disrupt the normal flow of online dialogue”, “generate excessive amounts (as determined by Verizon in its sole discretion) of Internet traffic”, “interfere with another person’s usage or enjoyment of the Internet”, “post or transmit information or communications that are defamatory”, and when assigned a dynamic IP address to “use such IP address to circumvent the changing of IP addresses assigned by the Service”. The last restriction is important when looking back to the intent of Congress in passing the 1996 Telecommunications Act.

The two-way capability envisioned by Congress is not realized when a consumer has a dynamic IP address. This characteristic restricts Verizon customers from originating content. Verizon does offer customers a static IP address. However, this can only be obtained with a business account and for an extra fee per month. Furthermore, in order to originate high-quality video, one would need an upload speed much higher than the typical DSL or cable offering. The best possible speed comes from Verizon’s Fiber service (Fios), which is available in a few high-income markets. The highest package offered provides a 5 Mbps upload speed.² However, this service is completely out of the price range of the average consumer at close to four hundred dollars per month.³

Verizon employs a number of strategies to keep customers from changing to another broadband provider. If a consumer decides to purchase both Internet and telephone service through Verizon and then decides to do away with their Verizon landline phone for a Sprint cell phone, Verizon states they can “terminate your service” and “you agree to pay any higher monthly fee that may apply to your new service agreement”. Keeping in mind the early cancellation fees, these terms paint a clear picture of anticompetitive practices in the broadband industry. Similarly, once an area has had fiber lines installed, Verizon can terminate a customer’s DSL Internet access at their discretion. Considering the Commission’s reliance on intermodal competition, this fact should be particularly unsettling.

Through their terms of service, Verizon exerts an unacceptable and unrivaled level of control over their customer’s Internet activities. This control has little bearing on the company’s ability to ensure network security and reliability. Verizon appears to have crafted their Terms of Service to do all they can to provide themselves with a laundry list of reasons to terminate the service of anyone who offends them and deny customers the opportunity to switch providers. By asserting the legal ability to restrict content, terminate service for “no reason”, and create policies that limit consumer choice, Verizon is denying their customers the true advanced telecommunications access that Congress envisioned.

² As published June 11, 2007 at <http://biz.verizon.net/pands/fios/features.asp>

³ The service costs \$389.99 per month with \$99 setup fee, a required one-year contract and a \$250 early cancellation fee. Id.

Qwest

An analysis of Qwest's Subscriber Agreement and Acceptable Use Policy expose a number of controls placed on consumers in order to gain access to the service.

Qwest:

- Monitors material accessed through their service
- Retains the power to block any "defamatory" material
- Asserts the right to restrict use for a variety of reasons
- Denies residential customers the ability to host any content through their home connection
- Restricts business status customers from hosting excessive amounts of multimedia

Qwest reserves the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material.

-Qwest Acceptable Use Policy

Qwest Web hosting accounts may not be used for purposes of distributing and storing excessive amounts of multimedia files. Multimedia files are defined as any graphics, audio, and video files.

-Qwest Broadband Subscriber Agreement

Qwest grants itself the power to monitor and block material that is "defamatory". A residential broadband subscriber does not have the option to host content. Qwest provides itself the right to restrict use "to ensure the provision of acceptable service levels to all Qwest customers". For a customer willing to pay even more for service, a business account will provide 25MB of web hosting.

In the 1996 Telecommunications Act, Congress specifically required the FCC to promote the universal availability of "advanced telecommunications capability" that would enable users to receive and originate "high-quality voice, data, graphics, and video". A business customer is allowed to use no more than 70 percent of this web hosting space for multimedia files. Multimedia files are defined as "any graphics, audio, and video files".

The Qwest terms of service require a customer to consent to rules that not only block their ability to originate content but also inhibit hosting the types of content considered by Congress to be essential to our broadband future.

Through their Acceptable Use Policy and Terms of Service, Qwest exerts an unacceptable level of control over their customer's Internet activities. This control has little bearing on the company's ability to ensure network security and reliability. By asserting the legal ability to restrict content or terminate service for any lawful purpose they deem to be inappropriate, Qwest is denying their customers the true advanced telecommunications access that Congress envisioned. These abundant restrictions and limitations fly in the face of both Congress' intent and the Commission's four broadband principles.

Comcast

An analysis of Comcast's Acceptable Use Policy reveals that the company places a variety of unreasonable restrictions on customers.

Comcast:

- Restricts customers to a dynamic IP address.
- Denies customers the ability to host any content through their home connection.
- Retains the power to block any content it deems inappropriate, unacceptable and/or undesirable.
- Asserts the right to change the speed and upstream/downstream bandwidth limitations without notice.
- Monitors bandwidth, usage, transmissions, and content including email and IP audio.
- Reserves the right to terminate service based on Comcast's sole judgment that a customer represents an overly large burden on the network.

"Comcast reserves the right, but not the obligation, to refuse to transmit or post and to remove or block any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful.

Although Comcast has no obligation to monitor the Service and/or the network, Comcast and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this Policy; and/or to protect the network, the Service and Comcast users."

- Comcast Acceptable Use Policy

Comcast reserves the right to block any content it deems to be inappropriate, even if this information is lawful. Comcast also retains the right to monitor any transmission, including e-mail. Further, if Comcast, in its sole judgment, deems a customer to be an "overly large burden on the network" or exceed the bandwidth limitations (which are not specified and can change at any time and without notice), they have the right to terminate service without notice.

Comcast's overly restrictive terms of service prevent millions of Americans from participating in the democratic telecommunications marketplace that Congress envisioned. By restricting a consumer's service to a dynamic Internet Protocol (IP) address and explicitly prohibiting the use of a static IP address, Comcast spurns the broadband vision as defined by Congress. Similarly, Comcast does not allow its customers to originate their own content from home servers.

Through their acceptable use policy, Comcast exerts an unacceptable level of control over their customer's Internet activities. This control has little bearing on the company's ability to ensure network security and reliability. By asserting the legal ability to restrict content or terminate service for any lawful purpose they deem to be inappropriate, Comcast is denying their customers the true advanced telecommunications access that Congress envisioned. Normally such boorish restrictions would be mitigated by the

demands of a competitive consumer marketplace. However, those who wish to take their business elsewhere have little option. Comcast's only viable competitors are the regional DSL monopolists, who themselves offer a much slower product with equally overbearing terms of service.

Comcast may not realize the irony contained in another section of their policy, which states, "you should remain vigilant in your use of the Internet." These abundant restrictions and limitations fly in the face of both Congress' intent and the Commission's four broadband principles.

Time Warner

An examination of Time Warner Cable's Subscriber Agreement and Acceptable Use Policy reveals excessive restrictions on customers

Time Warner Cable:

- Reserves the right to modify or delete any aspect of the Internet service including content
- Assumes no liability for the accuracy of the information it transmits
- Retain the ability to change the speed of any service tier with customer acceptance coming from continued use
- Monitors a customer's usage to ensure compliance
- Allow themselves to copy and distribute any material transmitted through their Internet service
- Asserts the right to suspend or reduce the speed of Internet service
- Reserves the right to edit, block or remove any "unacceptable" material
- May terminate a customer's service for "any or no reason"
- Disallows transmitting content that infringes on the dignity of others

I agree that TWC or ISP may change the speed of any tier by amending the price list or Terms of Use. My continued use of the HSD Service following such a change will constitute my acceptance of any new speed. I also agree that TWC may use technical means, including but not limited to suspending or reducing the speed of my HSD Service, to ensure compliance with its Terms of Use and to ensure that its service operates efficiently.

Either TWC or I may terminate all or any portion of my Services at any time for any or no reason, in its sole discretion, in accordance with applicable law.

- Time Warner Cable Subscriber Agreement

Time Warner Cable through their subscriber agreement and acceptable use policy seizes tremendous control over their customers. By ensuring a customer has as little power as possible, Time Warner Cable can manhandle a customer as they see fit. The cable provider can "modify, or delete any aspect, feature or requirement of the Services (including content, price, equipment and system requirements)". In addition, Time Warner Cable may "change the speed of any tier". The customer through their "continued use" of the Internet service consents to these restrictions.

Further, Time Warner Cable can reduce or suspend your Internet access to ensure that "its service operates efficiently". By granting themselves the right to monitor a customer's "usage patterns", Time Warner Cable opens an avenue to peer into a user's online activities. A customer would violate Time Warner Cable's acceptable use policy by transmitting any materials that infringe on the "dignity of others". Moreover, Time Warner Cable can terminate a customer's Internet access "for any or no reason". In turn, the cable provider has the "right...to edit, refuse to post or transmit...or remove or block

any material transmitted through, submitted to or posted on the HSD Service, if it determines in its discretion that the material is unacceptable”. This material includes “personal home pages”.

Similar to other Internet providers, Time Warner Cable does not provide residential subscribers with a static IP address.⁴ This is an important note considering in the 1996 Telecommunications Act, Congress specifically required the FCC to promote the universal availability of “advanced telecommunications capability” that would enable users to receive and originate “high-quality voice, data, graphics, and video”. In an effort to still provide a place for users to originate content, the company does offer a residential customer a personal home page. Unfortunately, the service only provides 5 MB of storage space, nowhere near enough space to originate video. Furthermore, the personal home page service also denies a customer the ability to stream both audio and video.⁵

Through their Subscriber Agreement and Acceptable Use Policy, Time Warner Cable exerts considerable power over their customer activities and options. This control has little bearing on the company’s ability to ensure network security and reliability. By asserting the legal ability to restrict content and terminate service for “no reason”, Time Warner Cable is denying their customers the true advanced telecommunications access that Congress envisioned.

⁴ A customer must subscribe to the third level of Business Class service in order to receive a static IP address. This subscription costs a \$124.95 per month, with a required one-year contract and a \$100 installation fee. See http://natdiv.twcbc.com/pdfs/products_prices111506.pdf

⁵ Time Warner Cable, Personal Home Page Policy, Available at <http://www.timewarnercable.com/kansascity/customer/policies/homepolicy.html>

HughesNet

An analysis of HughesNet's Acceptable Use Policy, Subscriber Agreement, and Fair Access Policy brings to light a variety of unreasonable restrictions placed on customers.

HughesNet:

- Controls the maximum number and size of emails and the maximum amount of bandwidth for all customers
- Limits the amount of data that can be downloaded during a typical day
- Asserts the right to reduce the connection speed of any customers who exceeds their download threshold.
- Asserts the right to suspend or terminate existing service if you:
 - o Damage the name or reputation of HughesNet or its affiliates
 - o Generate excessive amounts of Internet traffic
 - o Interfere with another person's usage or enjoyment
 - o Transmit information that is "defamatory"
 - o Use any name or mark of HughesNet as a hypertext link to any Web site
 - o Use the service to "disrupt the normal flow of online dialogue"
 - o Operate a server of any kind

Service Plan	Threshold
Home	200 MB
Pro	375 MB
ProPlus	425 MB
Small Office	500 MB
Business Internet	1250 MB

- HughesNet Fair Access Policy

HughesNet places onerous restrictions on their customers through their various policies and agreements. With an Acceptable Use Policy strikingly similar to Verizon, HughesNet succeeds in placing a wide variety of vague and overbearing reasons for an Internet service suspension or termination. This becomes all the more unsettling when considering that many HughesNet customers do not have any other broadband options available to them. Like Verizon, HughesNet reserves the right to terminate service for damaging "the name or reputation of HughesNet, Hughes Network Systems, or its affiliates and subsidiaries, or any third parties". Other acts that give HughesNet the right to terminate an account include to "disrupt the normal flow of online dialogue", "generate excessive amounts (as determined in our sole discretion) of Internet traffic", and "interfere with another person's usage or enjoyment of the Internet". These controls put in place by HughesNet, serve to rob the customer of rights and bolster the position of their Internet provider.

HughesNet also places cumbersome download limits on customers. A typical residential customer faces stiff consequences when they exceed the limit. Upon exceeding the threshold, customers receive sub-dial up speeds for the ensuing 24 hours.⁶ This severely hampers the online activities of customers who wish to receive high-quality video. Correspondingly, customers who seek to originate high-quality video will have similar difficulties. HughesNet requires a subscription to the highest residential Internet package in order to gain access to a static IP address for an extra \$10 per month.⁷ While HughesNet should be commended for offering residential customers the opportunity to originate content, the upload speed of this package is 200 kbps, far from adequate in order for a customer to originate high-quality video or audio. HughesNet also burdens customers with a wide variety of equipment and cancellation fees.

Through their various policies and agreements, HughesNet places a heavy burden on their customers and has extensive control over their Internet access speeds. HughesNet provides service primarily to those who do not have access to a wireline provider. Unfortunately, these speed limitations and freedom to restrict customer's access create a service that is a far cry from the "third pipe" provider both consumers and the Commission are seeking.

⁶ See <http://www.dslreports.com/shownews/84296>

⁷ The highest residential tier "ProPlus" costs \$79.99 per month. All packages require a \$399.98 installation fee and a two-year contract (a \$100 mail-in rebate is offered). Figures collected on June 13, 2007 from http://www.nationwidesatellite.com/HughesNet/service_plans/HughesNet_plans.asp

The following are excerpts from AT&T's DSL Subscriber Agreement [*emphasis added*], available at: <http://www.att.net/general-info/terms-dsl-data.html>

h. Speed of Service. The actual speed of the Services experienced by you may vary and depends on a number of factors, such as the location of your residence, the amount of traffic on the Internet, the ability of your computer to process data, environmental factors, and other factors beyond the control of AT&T. **AT&T reserves the right to monitor or change your current plan speed at any time. No minimum level of speed is guaranteed.**

a. Improper Use. You agree to comply with the "ABCs of AT&T Worldnetiquette," which are described in Section 10. **You cannot create a network (whether inside or outside of your residence) with AT&T DSL Service using any type of device, equipment, or multiple computers unless AT&T has granted you permission to do so and you use equipment and standards acceptable to AT&T.** AT&T may cancel, restrict, or suspend the Services and this Agreement under Section 11 below for violating these provisions.

b. You may not use your Service connection to host a dedicated Internet server site.

b. Monitoring and Removal of Content. AT&T does not pre-screen Content, but **AT&T and its designees shall have the right (but not the obligation) to monitor any and all traffic routed through the Service, and in their sole discretion to refuse, block, move or remove any Content that is available via the Service. Without limiting the foregoing, we shall have the right to remove any Content that violates this Agreement or is otherwise objectionable.** You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by us or submitted to us.

b. AT&T Cancellation for Violation of the Agreement. **We may immediately suspend, restrict, or cancel the Services and this Agreement, should you violate any of the terms of this Agreement.** If the Services are suspended, restricted, or cancelled under this Section (11.b.), any fees and charges will accrue through the date that AT&T fully processes the suspension, restriction, or cancellation.

The following are excerpts from Verizon's Terms of Service [*emphasis added*], available at: <http://www2.verizon.net/policies/tos.asp>

3.7.1 You may not resell the Broadband Service, **use it for high volume purposes**, or engage in similar activities that constitute resale (commercial or non-commercial), as determined solely by Verizon.

3.7.5 **You may not use the Broadband Service to host any type of server whether personal or commercial in nature.**

6. REVISIONS. We may revise the terms and conditions of this Agreement **from time to time** (including any of the policies which may be applicable to usage of the Service) by posting such revisions to the Website at the Resource Center under Announcements. You agree to visit these pages periodically to be aware of and review any such revisions. Increases to the monthly price of the Service (excluding other charges as detailed in Paragraphs 12.1(a)-(d)) shall be effective thirty (30) days after posting; revisions to any other terms and conditions shall be effective upon posting. **By continuing to use the Service after revisions are in effect, you accept and agree to the revisions and to abide by them.** If you do not agree to the revision(s), you must terminate your Service immediately.

8.2 **Verizon or its suppliers may, at any time, without notice or liability, restrict the use of the Service or limit its time of availability in order to perform maintenance activities and to maintain session control.**

8.3 **Changes to your local voice telephony service. If you change your local telephone company, or move your local telephone service to a wireless or Internet telephony service provider, we may in our discretion either terminate your Service or continue to provide Broadband without local service at the then-current rates, terms and conditions applicable to your new Service arrangement. You agree to pay any higher monthly fee that may apply to your new Service arrangement.** Please see Paragraph 12.2 for additional terms relating to price changes. **If we elect to terminate your Service under this Paragraph 8.3, then we reserve the right to charge any early termination fees that may apply,** and you will be required to return any Equipment you received at no charge from Verizon or an Equipment fee will apply.

8.4 **Conversion from DSL Service to Verizon Fios Internet Service.** At such time as **Verizon is able to provision the Service utilizing fiber optic technologies, we may in our discretion terminate your DSL Service and no longer make DSL service available to your location.** In cases of such termination, we will offer to you Verizon Fios Internet Service and we will

disclose to you applicable rates and additional terms, if any, and such rates and terms may differ from the DSL Services provided under this Agreement.

12.1 Prices and Fees. You agree to pay the fees and charges applicable to your selected Service(s). You also agree to pay all other charges, including but not limited to a) applicable taxes, b) surcharges, c) recovery fees, d) telephone charges, e) activation fees, f) installation fees, g) set-up fees, h) equipment charges, i) termination fees, and j) other nonrecurring charges. The taxes, fees and other charges detailed in this paragraph a)-d) may vary on a monthly basis; any variations will be reflected in your monthly charge. **Surcharges and recovery fees are not taxes and are not required by law, but are set by Verizon. The amounts and what is included in such charges are subject to change. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest, and charges due to insufficient credit or insufficient funds.** Set up fees, activation fees, installation fees, other non-recurring fees, and equipment charges, if applicable, will be included in your first month's bill. Monthly recurring charges will be billed one month in advance; usage charges will be billed in arrears, if applicable. Verizon or its agent will bill you directly, or bill your credit card or your local Verizon telephone bill (telephone billing available in selected areas only), as you request and as approved by Verizon. Your billing options will be presented to you during the ordering process. **IF YOU ELECT TO BE BILLED ON YOUR VERIZON PHONE BILL, BY USING THE SERVICES YOU AGREE TO HAVE VERIZON CHARGES INCLUDED ON YOUR PHONE BILL.**

13.1.3 Termination and/or Suspension by Verizon. Without prejudice to any other rights that Verizon may have, **Verizon reserves the right and sole discretion to change, limit, terminate, modify at any time, temporarily or permanently cease to provide the Service or any part thereof to any user or group of users, without prior notice and for any reason or no reason.** In the event you or Verizon terminate this Agreement, you must immediately stop using the Service

13.2 Terminated Account. **Verizon, in its sole discretion, may refuse to accept your application for Service following a termination or suspension of your use of the Service.** If your Service is terminated for any reason, you agree to pay a reconnection fee if the Service is reactivated.

14.2.1 By You: You are responsible for management of your information, including but not limited to back-up and restoration of data (for example, address book and calendaring information), erasing data from disk space you control and changing data on or settings for your modem and/or router. **Verizon is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer or server.**

14.2.2 By Verizon: For the purposes of backup and maintenance, we may use, copy, display, store, transmit, translate, rearrange, reformat, view and distribute your information to multiple Verizon servers. **Verizon may access, copy, block or remove any content stored on a Verizon Service, whether pursuant to a subpoena or otherwise.** We do not guarantee that these procedures will prevent the loss of, alteration of, or the improper access to, your information.

14.4 Monitor of Network Performance. Verizon automatically measures and monitors network performance and the performance of your Internet connection and our network as part of this process. We also will access and record information about your computer's profile and settings and the installation of software we provide in order to provide customized technical support and you agree to permit us to access and record such data for the purposes described in this Agreement. We do not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of Verizon or its authorized vendors, contractors and agents. **You hereby consent to Verizon's monitoring of your Internet connection and network performance, and the access to and adjustment of your computer settings, as they relate to the Service, Software, or other services, which we may offer from time to time.**

15.7 You agree that Verizon assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, data, documents, graphics, images, information, advice, or opinion contained in any emails, message boards, chat rooms or community services, or in any other public services, and does not endorse any advice or opinion contained therein. **Verizon does not monitor or control such services, although we reserve the right to do so. Verizon may take any action we deem appropriate, in our sole discretion, to maintain the high quality of our Service and to protect others and ourselves.**

ATTACHMENT A

ACCEPTABLE USE POLICY

2. Verizon reserves the right to deny Service to you, or immediately to terminate your Service for material breach, if your use of the Service or your use of an alias or the aliases of additional users on your account, whether explicitly or implicitly, and in the sole discretion of Verizon: (a) is obscene, indecent, pornographic, sadistic, cruel or racist in nature, or of a sexually explicit or graphic nature; (b) espouses, promotes or incites bigotry, hatred or racism; (c)

might be legally actionable for any reason, (d) **is objectionable for any reason**, or (e) in any manner violates the terms of this Acceptable Use Policy.

3. You may NOT use the Service as follows: (a) **for any unlawful, improper or illegal purpose or activity**; (b) to post or transmit information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred or racism; or which might be legally actionable for any reason; (c) to access or attempt to access the accounts of others, to spoof or attempt to spoof the URL or DNS or IP addresses of Verizon or any other entity, or to attempt to penetrate or penetrate security measures of Verizon or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data; (d) to bombard individuals or newsgroups with uninvited communications, data or information, or other similar activities, including but not limited to "spamming", "flaming" or denial or distributed denial of service attacks; (e) to transmit unsolicited voluminous emails (for example, spamming) or to intercept, interfere with or redirect email intended for third parties using the Service; (f) to introduce viruses, worms, harmful code and/or Trojan horses on the Internet; (g) to post information on newsgroups which is not in the topic area or charter (e.g. off-topic posting) of the newsgroup; (h) **to interfere with another person's usage or enjoyment of the Internet or this Service**; (i) **to post or transmit information or communications that are defamatory, fraudulent, obscene or deceptive, including but not limited to scams such as "make-money-fast" schemes or "pyramid/chain" letters**; (j) **to damage the name or reputation of Verizon, its parent, affiliates and subsidiaries, or any third parties**; (k) to transmit confidential or proprietary information, except solely at your own risk; (l) to violate Verizon's or any third party's copyright, trademark, proprietary or other intellectual property rights, including trade secret rights; (m) to use more than one IP address obtained from Verizon; (n) **to generate excessive amounts (as determined by Verizon in its sole discretion) of Internet traffic**, or to disrupt net user groups or email use by others; (o) to engage in activities designed to or having the effect of degrading or denying Service to Verizon users or others (including activities that compromise a server, router, circuit, software or other Internet component); (p) to use any name or mark of Verizon, its parent, affiliates or subsidiaries, as a hypertext link to any Web site or in any advertising publicity or other commercial manner; (q) to use the Service to operate a server in a manner that interferes with the network or other users' use of the Service; (r) to use the Service or the Internet in a manner intended to threaten, harass, intimidate; (s) to cause the screen to "scroll" faster than other subscribers or users are able to type to it, or any action that has a similar disruptive effect, on or through the Service; (t) **to use the Service to disrupt the normal flow of online dialogue**, (u) to use the Service to violate any operating rule, policy or guideline of any other online services provider or interactive service; (v) to attempt to subvert or to aid third parties to subvert, the security of any computer facility or system connected to the Internet; (w) to

impersonate any Verizon employee or official or other person or use a false name while using the Service or implying an association with Verizon; (x) to install "auto-responders," "cancel-bots" or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net user groups or email use by others; (y) to make false or unverified complaints against any Verizon subscriber, or otherwise abusing any of Verizon's complaint response procedures; (z) to use software or any other device that would allow your account to stay logged on while you are not actively using the Service, unless you are a Broadband customer; (aa) to export software or any information in violation of US export laws; (bb) to use the Service in contravention of the limitations of the pricing plan you have chosen; (cc) **for Broadband customers who use static IP address, to use an IP address other than the one assigned by Verizon;** (dd) **for customer who have been assigned a dynamic IP address to use such IP address to circumvent the changing of IP addresses assigned by the Service or** (ee) **to open connections to more than one Verizon Usenet news service at a time.**

8. Verizon may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement. **You acknowledge that Verizon shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates this Agreement or that Verizon determines, in its sole discretion, is otherwise objectionable.**

The following are excerpts from Qwest's Acceptable Use Policy [*emphasis added*], available at: <http://www.qwest.com/legal/usagePolicy.html>

Inappropriate Content. Users shall not use the Qwest Network and Services to transmit, distribute or store material that is inappropriate, as reasonably determined by Qwest, or material that is obscene (including child pornography), **defamatory**, libelous, threatening, abusive, hateful, or excessively violent.

Email and Unsolicited Messages. Users shall not use the Qwest Network and Services to transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email, where such emails could reasonably be expected to provoke complaints ("spam"). Further, Users are prohibited from using the service of another provider to send spam to promote a site hosted on or connected to the Qwest Network and Services. In addition, Users shall not use the Qwest Network and Services in order to (a) send e-mail messages which are excessive and/or intended to harass or annoy others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged TCP/IP packet header information, (d) send malicious e-mail, including, without limitation, "mailbombing", (e) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider, or (f) **use an e-mail box exclusively as a storage space for data.**

Qwest takes no responsibility for any material created or accessible on or through the Qwest Network and Services. **Qwest is not obligated to monitor such material, but reserves the right to do so.** Qwest will not exercise any editorial control over such material. In the event that Qwest becomes aware that any such material may violate this AUP and/or expose Qwest to civil or criminal liability, **Qwest reserves the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material.**

The following are excerpts from Qwest's Subscriber Agreement [*emphasis added*], available at: http://www.qwest.com/legal/highspeedinternetsubscriberagreement/files/HSI_Subscriber_Agreement_ENG_v8_030107-.pdf

(v) *Web Hosting Service.* Some Qwest customers are eligible to receive one of four optional Web hosting packages, described more fully on the Qwest.net web site. Additional charges may apply. If you are an eligible Web hosting customer, Qwest will provide the Services described for the package you select, including space on a shared Web server for your Web site, as well as assistance with domain name registrations. If you use the Web hosting feature of the Services, this section also applies to your use of the Services.

(C) Web Hosting Storage Space and Other Limitations. Your Web hosting storage space is limited. Limits are based on your Service type and are available at <http://sitecontrol.qwestoffice.net> and http://www.qwest.com/smallbusiness/internet/qwestnet_features.html. **Qwest Web hosting accounts may not be used for purposes of distributing and storing excessive amounts of multimedia files. Multimedia files are defined as any graphics, audio, and video files. Any Web hosting site whose disk space usage for storing multimedia files exceeds 70% of its total usage in terms of total size or number of files will be considered to be using an excessive amount.** If you selected MSN Premium or windows Live™ this Section does not apply to you; provided that you agree to the terms of either the MSN or Windows Live™ Subscription Agreement.

(D) Traffic Allowance. Traffic limits are located at <http://sitecontrol.qwestoffice.net>. **If you exceed your traffic allowance, you will be charged a traffic overage charge depending on the resources utilized, and you may be given the option to either (a) reduce the resources used to an acceptable level, or (b) upgrade your Service to a higher priced plan.**

(a) **Limits on Use.** You agree not to use the Service for high volume or excessive use, in a business or for any commercial purpose if your Service is a residential service, or in a way that impacts Qwest network resources or Qwest's ability to provide services. You agree not to: (i) offer public information services (unlimited usage or otherwise), (ii) permit more than one dial-up log-on session to be active at one time, or (iii) permit more than one broadband log-on session to be active at one time, except if using a roaming dial9up access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment complex) to your modem and/or router to access the Service (including the establishment of a wireless fidelity ("WiFi") hotspot), but the Service may only be used at the single home or office location or single unit within a multiple dwelling unit for which Service is provisioned by Qwest. You may not use a WiFi hotspot in violation of this Agreement or in a way that circumvents Qwest's ability to provide Service to another customer (e.g., you cannot use a WiFi hotspot to provide Service outside your single home or office location or outside your single unit within a multiple dwelling unit and you cannot resell Service provided over a WiFi hotspot). You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may only be used in the U.S. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions of the this Agreement applicable to Service and not for any malicious purposes. Malicious purposes include without limitation Spam, viruses, worms, Trojans, etc. **Qwest may restrict your use of or interrupt the Service without notice for: (i) maintenance activities; (ii) equipment, network, or facility upgrades or**

modifications; and (iii) to ensure the provision of acceptable service levels to all Qwest customers. Qwest is not responsible or liable for any Service deficiencies or interruptions caused by such events

(e) Monitoring and Testing the Service. **Qwest may, but is not obligated to, monitor the Service.** You are responsible for monitoring your accounts for access to newsgroups and Web sites that may contain improper material. You will notify Qwest of the continual receipt of e-mail that you view as illegal or that is unsolicited. You must not design or provide systems used for the collection of information about others without their express knowledge and consent. Qwest may also test Service for maintenance purposes to detect and/or clear trouble.

The following is an excerpt from Comcast's Acceptable Use Policy [*emphasis added*], available at: <http://www.comcast.net/terms/subscriber.jsp>

Prohibited Uses and Activities

- i. undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is **libelous, obscene, unlawful, threatening, defamatory, or which infringes the intellectual property rights of any person or entity**, or which in any way constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;
- ii. post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, **regardless of whether this material or its dissemination is unlawful**;
- xiv. **run 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, e-mail, Web hosting, file sharing, and proxy services and servers;
- xix. **service, alter, modify, or tamper with the Comcast Equipment or Service or permit any other person to do the same who is not authorized by Comcast;**

4. CHANGES TO SERVICES

Subject to applicable law, we have the right to change our Services, Comcast Equipment and rates or charges, at any time with or without notice. **We also may rearrange, delete, add to or otherwise change programming or features or offerings contained in the Services, including but not limited to, content, functionality, hours of availability, customer equipment requirements, speed and upstream and downstream rate limitations.** If we do give you notice, it may be provided on your monthly bill, as a bill insert, in a newspaper or other communication permitted under applicable law. If you find a change in the Service(s) unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the change, this will constitute your acceptance of the change. Please take the time to read any notices of changes to the Service(s). We are not liable for failure to deliver any programming, services, features or offerings except as provided in Section 11e.

Inappropriate Content and Transmissions

Comcast reserves the right, but not the obligation, to **refuse to transmit or post and to remove or block any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful.** Neither Comcast nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmissions as well as materials available on the Personal Web Pages and Online Storage features) made on the Service. However, Comcast and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with the Subscriber Agreement and any other applicable agreements and policies.

IP ADDRESSES

Comcast will provide you with dynamic Internet protocol ("IP") address(es) as a component of HSI, and these IP address(es) can and do change over time. You will not alter, modify, or tamper with dynamic IP address(es) assigned to you or any other customer. You agree not to use a dynamic domain name server or DNS to associate a host name with the dynamic IP address(es) for any commercial purpose. You also agree not to use any software that provides for static IP address(es) on or in conjunction with any computer(s) or network device connected to HSI. If applicable, Comcast will release and/or recover the dynamic IP address(es) when the Service or this Agreement is disconnected, discontinued, or terminated.

Monitoring of Postings and Transmissions.

Comcast shall have no obligation to monitor postings or transmissions made in connection with HSI. **However, you acknowledge and agree that Comcast and its agents have the right to monitor, from time to time, any such postings and transmissions, including without limitation e-mail, newsgroups, chat, IP audio and video, and Web space content.** Comcast may also use and disclose them in accordance with the Comcast High-Speed Internet Acceptable Use Policy and other applicable policies, and as otherwise required by law or government request. **We reserve the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in our sole discretion, is unacceptable, undesirable or in violation of this Agreement.**

Personal Web Page and File Storage

As part of the Service, Comcast provides you with access to personal Web pages and storage space through the Personal Web Pages and Online Storage features

(collectively, the "Personal Web Features"). You are solely responsible for any information that you or others publish or store on the Personal Web Features. You must ensure that the intended recipient of any content made available through the Personal Web Features is appropriate. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. **Comcast reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether this material or its dissemination is unlawful.** This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material that violates the privacy rights or property rights of others (copyrights or trademarks, for example). **For purposes of this Policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. Comcast may remove or block content contained on your Personal Web Features and terminate your Personal Web Features and/or your use of the Service if we determine that you have violated the terms of this Policy.**

Network, Bandwidth, Data Storage and Other Limitations

Comcast may provide versions of the Service with different speeds and bandwidth usage limitations, among other characteristics, subject to applicable Service plans. You shall ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other user's use of the Service, **nor represent (in the sole judgment of Comcast) an overly large burden on the network.** In addition, you shall ensure that your use of the Service does not restrict, inhibit, interfere with, disrupt, degrade, or impede Comcast's ability to deliver and provide the Service and monitor the Service, backbone, network nodes, and/or other network services.

You further agree to comply with all Comcast network, bandwidth, and data storage and usage limitations. **You shall ensure that your bandwidth consumption using the Service does not exceed the limitations that are now in effect or may be established in the future.** If your use of the Service results in the consumption of bandwidth in excess of the applicable limitations, that is a violation of this Policy. In such cases, Comcast may, in its sole discretion, terminate or suspend your Service account or request that you subscribe to a version of the Service with higher bandwidth usage limitations if you wish to continue to use the Service at higher bandwidth consumption levels.

In addition, you may only access and use the Service with 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 otherwise.

Violation of Acceptable Use Policy

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

The following is an excerpt of Time Warner Cable's Subscriber Agreement [*emphasis added*], available at: http://help.twcable.com/html/twc_sub_agreement2.html

3. Installation; Equipment and Cabling

(e) TWC shall have the right to upgrade, modify and enhance TWC Equipment and Software from time to time through "downloads" from TWC's network or otherwise. **Without limiting the foregoing, TWC may, at any time, employ such means to limit or increase the throughput available through individual cable modems whether or not provided by TWC.**

4. Use of Services; TWC Equipment and Software

(a) I agree that TWC has the right to add to, modify, or delete any aspect, feature or requirement of the Services (including content, price, equipment and system requirements). **I further agree that my ISP (and, if applicable, OLP) has the right to add to, modify, or delete any aspect, feature or requirement of the HSD Service (including content, price and system requirements).** If TWC changes its equipment requirements with respect to any Services, I acknowledge that I may not be able to receive such Services utilizing my then-current equipment. Upon any such change, my continued use of Services will constitute my consent to such change and my agreement to continue to receive the relevant Services, as so changed, pursuant to this Agreement, the Terms of Use and the Tariff(s). If I participate in a promotional offer for any Service(s) that covers a specified period of time, I agree that I am assured only that I will be charged the promotional price for such Service(s) during the time specified. I agree that TWC shall have the right to add to, modify, or delete any aspect, feature or requirement of the relevant Service(s), other than the price I am charged, during such promotional period.

(iii) **If I receive HSD Service, I agree not to use the HSD Service for operation as an Internet service provider, for the hosting of websites (other than as expressly permitted as part of the HSD Service) or for any enterprise purpose whether or not the enterprise is directed toward making a profit.** I agree that, among other things, my use of any form of transmitter or wide area network that enables persons or entities outside the location identified in the Work Order to use my Services, whether or not a fee is sought, will constitute an enterprise purpose. Furthermore, if I use a wireless network within my residence, I will limit wireless access to the HSD Service (by establishing and using a secure password or similar means) to the members of my household.

(h) **I agree that TWC has no liability for the completeness, accuracy or truth of the programs or information it transmits.**

6. Special Provisions Regarding HSD Service

(a) Speeds and Network Management. I acknowledge that each tier or level of the HSD Service has limits on the maximum speed at which I may send and receive data at any time, as set forth in the price list or Terms of Use. I understand that the actual speeds I may experience at any time will vary based on a number of factors, including the capabilities of my equipment, Internet congestion, the technical properties of the websites, content and applications that I access, and network management tools and techniques employed by TWC. **I agree that TWC or ISP may change the speed of any tier by amending the price list or Terms of Use. My continued use of the HSD Service following such a change will constitute my acceptance of any new speed. I also agree that TWC may use technical means, including but not limited to suspending or reducing the speed of my HSD Service, to ensure compliance with its Terms of Use and to ensure that its service operates efficiently. I further agree that TWC and ISP have the right to monitor my usage patterns to facilitate the provision of the HSD Service and to ensure my compliance with the Terms of Use and to efficiently manage its network and the provision of services. TWC or ISP may take such steps as it determines appropriate in the event my usage of the HSD Service does not comply with the Terms of Use.** Additionally, TWC may use such tools and techniques as it determines appropriate in order to efficiently manage its network and to ensure a quality user experience for its subscribers (“Network Management Tools”). These Network Management Tools are described in the Terms of Use, which include the Acceptable Use Policy,

(i) I acknowledge that **material posted or transmitted through the HSD Service may be copied, republished or distributed by third parties, and that the TWC Parties will not be responsible for any harm resulting from such actions.**

(ii) I grant to TWC, and I represent, warrant and covenant that I have all necessary rights to so grant, the non-exclusive, worldwide, royalty-free, perpetual, irrevocable, right and license to use, reproduce, modify, adapt, publish, translate, distribute, perform and display in any media all material posted on the public areas of the HSD Service via my account and/or to incorporate the same in other works, but only for purposes consistent with operation and promotion of the HSD Service.

(e) Use of ISP and OLP Service. **I agree that TWC and/or my ISP and/or OLP has the right, but not the obligation, to edit, refuse to post or transmit, request removal of, or remove or block any material transmitted through, submitted to or posted on the HSD Service, if it determines in its discretion that the material is unacceptable** or violates the terms of this Agreement, any TWC consumption limits or any other Terms of Use. Such material might include personal home pages and links to other sites. In addition, I agree that,

under such circumstances, TWC may suspend my account, take other action to prevent me from utilizing certain account privileges (e.g., home pages) or cancel my account without prior notification. I also agree that TWC and/or ISP and/or OLP may suspend or cancel my account for using all or part of the HSD Service to post content to the Internet or to engage in "peer to peer" file exchanges or other forms of file exchanges that violate this Agreement or the Terms of Use.

9. Review and Enforcement

(a) **TWC may suspend or terminate all or a portion of my Services without prior notification if TWC determines in its discretion that I have violated this Agreement, any of the Terms of Use or any Tariff(s), even if the violation was a one-time event.** If all or a portion of my Services are suspended, I will not be charged for the relevant Services during the suspension. If my account is terminated, I will be refunded any pre-paid fees minus any amounts due TWC.

(b) If I receive HSD Service, I acknowledge that TWC has the right, but not the obligation, to **review content on public areas of the HSD Service, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and the Terms of Use.**

(c) I agree that **TWC shall have the right to take any action that TWC deems appropriate** to protect the Services, TWC's facilities or TWC Equipment.

10. Termination of Service

(a) Either TWC or I **may terminate all or any portion of my Services at any time for any or no reason**, in its sole discretion, in accordance with applicable law.

The following is an excerpt from HughesNet's Subscriber Agreement [*emphasis added*], available at:

[http://go.gethughesnet.com/HUGHES/Rooms/DisplayPages/layoutInitial?Container=com.webridge.entity.Entity\[OID\[9D329AFE12DA7C42A6367F89C61ED51F\]\]](http://go.gethughesnet.com/HUGHES/Rooms/DisplayPages/layoutInitial?Container=com.webridge.entity.Entity[OID[9D329AFE12DA7C42A6367F89C61ED51F]])

2.2. MODIFICATION OF THE SERVICE. HNS may discontinue, add to or revise any or all aspects of the Service in HNS' sole discretion, with or without notice, including without limitation access to support services, publications and any other products or services ancillary to the Service. For purposes of illustration and not limitation, **HNS may: (a) establish and enforce limitations concerning use of the Service, e.g., the maximum number and/or size of email messages that may be sent from or received by an account on the Service, and the maximum amount of bandwidth that may be used by a single user or a single account;** (b) take any action that HNS deems appropriate to prevent and/or delete bulk email; (c) delete old email messages from any account; (d) quarantine or delete messages or content suspected of containing viruses or other malware; (e) refuse to process email or instant messages that fit criteria defined by us; or (f) modify any user setting. In the event that HNS makes any changes to the Service or its availability, HNS may, but is not required to, notify you.

The following is an excerpt from HughesNet's Acceptable Use Policy [*emphasis added*], available at: http://help.twcable.com/html/twc_misp_aup.html

The ISP Service may not be used to upload, post, transmit or otherwise make available any materials or content that violate or infringe on the rights or dignity of others. These include, but are not limited to, materials infringing or compromising intellectual property rights or the ability to maintain trade secrets and other personal information as private; the ability to avoid hate speech; threats of physical violence; harassing conduct; sexually oriented material that is offensive or inappropriate; and unsolicited bulk e-mail.

The following is the HughesNet Fair Access Policy [*emphasis added*], available at: [http://go.gethughesnet.com/HUGHES/Rooms/DisplayPages/layoutInitial?Container=com.webridge.entity.Entity\[OID\[BD8BE0839F414B4FB7CDDCA10EFA5369\]\]](http://go.gethughesnet.com/HUGHES/Rooms/DisplayPages/layoutInitial?Container=com.webridge.entity.Entity[OID[BD8BE0839F414B4FB7CDDCA10EFA5369]])

To ensure fair Internet access for all HughesNet[®] subscribers, HUGHES[®] maintains a Fair Access Policy (FAP). This policy establishes an equitable balance in Internet access for HughesNet subscribers. **Hughes assigns a download threshold to each service plan that limits the amount of data that may be downloaded during a typical day. A small percentage of subscribers who exceed this limit will experience a temporary reduction of speed.**

Explanation: □ The Fair Access Policy is straightforward. Based on an analysis of customer usage data, Hughes has established a download threshold for each of the HughesNet service plans that is well above the typical usage rates.

Subscribers who exceed that threshold will experience reduced download speeds for approximately 24 hours.

During this recovery period, the HughesNet service may still be used, but speeds will be slower. **Web browsing, for example, will be significantly slower than subscribers' normal browsing experience.** Subscribers will return to normal download speeds after the recovery period as long as they minimize their bandwidth-intensive activities. If they continue these activities during this recovery period, reduced download speeds may continue beyond 24 hours.

	Threshold
Home	200 MB
Pro	375 MB
ProPlus	425 MB
Small Office	500 MB
Business Internet	1250 MB

The following is an excerpt of HughesNet's Acceptable Use Policy [*emphasis added*], available at:

[http://go.gethughesnet.com/HUGHES/Rooms/DisplayPages/layoutInitial?Container=com.webridge.entity.Entity\[OID\[495C47F0021DB84DAFCE2C8F9C99D2D9\]\]](http://go.gethughesnet.com/HUGHES/Rooms/DisplayPages/layoutInitial?Container=com.webridge.entity.Entity[OID[495C47F0021DB84DAFCE2C8F9C99D2D9]])

2.2 OTHER PROHIBITED CONDUCT.

You agree not to use the Service as follows: (a) for any unlawful, improper or criminal purpose or activity; (b) to post or transmit information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are libelous, defamatory, invasive of another person's privacy, obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred or racism, or might be legally actionable for any reason, or hurts minors in any way; (c) to forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service; (d) to intentionally or unintentionally violate any applicable local, provincial, state,

national or international law, including, but not limited to, rules, orders and regulations having the force of law; (e) to attempt to access or access the accounts of others, to spoof or attempt to spoof the URL or DNS address, or to attempt to penetrate or penetrate our security measures or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data; (f) to bombard individuals or newsgroups with uninvited communications, data or information, or other similar activities, including but not limited to "spamming," "flaming" or denial or distributed denial of service attacks; (g) to transmit unsolicited voluminous emails (for example, spamming) or to intercept, interfere with or redirect email intended for third parties using the Service; (h) to introduce viruses, worms, harmful code and/or Trojan horses on the Internet; (i) to post information on newsgroups which is not in the topic area of the newsgroup; (j) **to interfere with another person's usage or enjoyment of the Internet or this Service;** (k) **to post or transmit information or communications that are defamatory, fraudulent, obscene or deceptive, including** but not limited to scams such as "make-money-fast" schemes or "pyramid/chain" letters; (l) **to damage the name or reputation of HughesNet, Hughes Network Systems, or its affiliates and subsidiaries, or any third parties;** (m) to transmit confidential or proprietary information, except solely at your own risk; (n) to violate our or any third party's copyright, trademark, proprietary or other intellectual property rights, including trade secret rights; (o) **to generate excessive amounts (as determined in our sole discretion) of Internet traffic, or to disrupt net user groups or email use by others;** (p) to engage in activities designed to or having the effect of degrading or denying Service to HughesNet users or others (including activities that compromise a server, router, circuit or software); (q) **to use any name or mark of HughesNet, Hughes Network Systems, or its parent, affiliates or subsidiaries, as a hypertext link to any Website or in any advertising publicity or other commercial manner;** (r) **to use your HughesNet account for the purpose of operating a server of any type;** (s) to use the Service or the Internet in a manner intended to threaten, harass, or intimidate others; (t) to cause the screen to "scroll" faster than other subscribers or users are able to type to it, or any action that has a similar disruptive effect, on or through the Service; (u) **to use the Service to disrupt the normal flow of online dialogue,** (v) to use the Service to violate any operating rule, policy or guideline of any other online services provider or interactive service; (w) to attempt to subvert, or to aid third parties to subvert, the security of any computer facility or system connected to the Internet; (x) to impersonate any person or using a false name while using the Service; (y) to install "auto-responders," "cancel-bots" or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net user groups or email use by others; (z) to make false or unverified complaints against any HughesNet subscriber, or otherwise abusing any of our complaint response procedures; (aa) to export software or any information in violation of US export laws; or (bb) to use the Service in contravention of the limitations of the pricing plan you have chosen.