

Wave's High-Speed Internet Service Acceptable Use Policy

Introduction.

It is Wave's intent to provide our customers with the best Internet service possible. In order to accomplish this task, we have adopted this Acceptable Use Policy ("Policy"). This Policy outlines acceptable use of the Wave Broadband High-Speed Internet Service SM (the "Service"), as well as permissible and prohibited conduct for using the Service to access the Internet.

QUESTIONS REGARDING THIS POLICY AND COMPLAINTS OF VIOLATIONS OF IT BY WAVE CUSTOMERS AND USERS CAN BE DIRECTED TO customerservice@wavebroadband.com.

1. Customer Responsibility: It is the responsibility of all Wave High-Speed Internet customers and all others who have access to Wave's network ("customer," "you," or "your"), to comply with this Policy. Failure to comply with this Policy could result in the suspension or termination of your Service. **IF YOU DO NOT AGREE TO COMPLY WITH THIS POLICY, YOU MUST IMMEDIATELY STOP USE OF THE SERVICE AND NOTIFY WAVE SO THAT YOUR ACCOUNT MAY BE CLOSED. WAVE RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THE SERVICE AND ANY APPLICABLE SUBSCRIBER AGREEMENTS OR SERVICE ORDERS IF YOU ENGAGE IN ANY OF THE PROHIBITED ACTIVITIES LISTED IN THIS POLICY OR IF YOU USE THE WAVE EQUIPMENT OR SERVICE IN A WAY WHICH IS CONTRARY TO ANY WAVE POLICIES OR ANY OF WAVE'S SUPPLIERS' POLICIES.** You must strictly adhere to any policy established by another service provider that you access through the Service.

2. Prohibited Uses and Activities: Prohibited uses include, but are not limited to, using the Service, Customer Equipment, or the Wave Equipment to:

(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;

(iii) access any other person's computer or computer system, software, or data without such person's knowledge and consent; breach or circumvent, or attempt to breach or circumvent, the security system of any host, network, server, or user account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a network, server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts;

(iv) use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, port scanning, network probing, encryption circumvention devices, or Trojan Horse programs; provided, that any port scanning, network probing or other similar network or security tools are permitted when used by you for purposes of securing or optimizing your own network, or if explicitly authorized by the destination host network;

(v) upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way, information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner;

(vi) copy, distribute, or sublicense any software provided by Wave or any third-party in connection with the Service, except that you may make one copy of each such software program for back-up purposes only;

(vii) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of network traffic that impede the ability of other authorized users of the Service to use the Service;

(viii) restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Wave (or Wave supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Wave (or Wave supplier) facilities used to deliver the Service;

(ix) for Wave residential customers, resell the Service or otherwise make available to anyone outside of your residence the ability to use the Service (e.g., wi-fi, or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis. For Wave residential customers, the Service is for personal and non-commercial use only and residential customers agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose, or as an end-point on a non-Wave local area network or wide area network;

(x) for residential subscribers, connect multiple computers to set up a local area network that in any manner would result in a violation of the terms of this Policy or an applicable Service plan;

(xi) transmit unsolicited bulk or commercial messages or "spam." This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

(xii) send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files to a recipient that disrupts or clogs Wave's network;

(xiii) distribute programs that remove locks or time-outs built into software (cracks);

(xiv) for Wave residential customers, run programs, equipment, computers or servers from your residence that provide network content or any other services to anyone outside of your residence, such as public e-mail, web hosting, file sharing, and proxy services and servers;

(xv) initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme;

(xvi) participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;

(xvii) collect responses from unsolicited messages;

(xviii) impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity;

(xix) service, alter, modify, or tamper with the Wave Equipment or Service or permit any other person to do the same who is not authorized by Wave;

(xx) connect the Wave Equipment to any computer outside of your premises;

(xxi) collect, or attempt to collect, personal information about third parties without their consent;

(xxii) interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host; and/or

(xxiii) violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

3. Security: As a Service customer, it is your responsibility to secure your computer and network equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. 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. You are responsible for any misuse of the Service, even if the misuse was committed without your authorization. Therefore, you must take steps to ensure that others do not use your computer or network to gain unauthorized access to the Service or to use the Service in an unauthorized manner.

4. Inappropriate Content and Transmissions: Wave reserves the right (but assumes no obligation), to refuse to transmit or post and to remove or block any data, information or materials, in whole or in part, that Wave, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate, and regardless of whether this material or its dissemination is unlawful. Neither Wave nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, file transfers, web searches, e-mail sent or received, visits or postings to social media sites, instant message transmissions, etc.) made using the Service. However, Wave 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 this Policy and any other applicable subscriber agreements or service orders.

5. Online Communication: The Service may not be used to send unsolicited bulk or commercial messages and may not be used to collect responses from unsolicited messages sent from accounts on other Internet hosts or e-mail services that violate this Policy or the acceptable use policy of any other Internet service provider. Activities that have the effect of facilitating unsolicited commercial messages or unsolicited bulk messages, whether or not the messages are commercial in nature, are prohibited. Forging, altering, or removing electronic mail headers is prohibited. You may not reference Wave or the Wave network in the header or by listing an IP address that belongs to Wave or the Wave network in any unsolicited communication even if that communication is not sent through the Service. For subscribers with a Wave email address, Wave is not responsible for forwarding e-mail sent to any account that has been suspended or terminated. Any such e-mail will be returned to the sender, ignored, deleted, or stored temporarily at Wave's sole discretion. In the event that Wave believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") using the Service may or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Wave (i) reserves the right to block access to and prevent the use of any such identifier, and (ii) may at any time require any customer to change his or her identifier. In addition, Wave may at any time reserve any identifiers on the Service for Wave's own purposes.

6. Personal Web Page and File Storage: This Section applies to subscribers who have a personal web page and storage space through Wave's Personal Web Pages and Online Storage 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. Wave reserves the right to remove, block, or refuse to post or store any information, materials, or other content, in whole or in part, that Wave, in its sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether the 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. Wave 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 Wave determines that you have violated the terms of this Policy.

7. Network, Bandwidth, Data Storage and Other Limitations: You must comply with all current, applicable bandwidth, data storage, and other limitations on the Service established by Wave and its suppliers. In addition, unless otherwise provided by your subscriber agreement or service order, 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 access or use the Service with a static IP address or using any protocol other than DHCP unless you are subject to a Service plan or Service order that expressly permits otherwise. You must ensure that your activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of Wave) an unusually large burden on Wave's network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede Wave's ability to deliver the Service and monitor the Service, Wave's network backbone, network nodes, and/or other Wave network services.

8. Copyright Infringement: Wave is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Wave's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Wave believes in its sole discretion is infringing these rights. Wave may terminate the Service of any such customer or user at any time with or without notice. Copyright owners may report alleged infringements of their works that are committed using the Service by sending Wave's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Wave's receipt of a satisfactory notice of claimed infringement for these works, Wave will take appropriate action. If the affected customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to Wave. Upon Wave's receipt of a counter notification that satisfies the requirements of DMCA, Wave will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that Wave will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send Wave a notification of claimed infringement to report alleged infringements of their works to:

Wave Broadband
401 Kirkland Parkplace
Suite 500
Kirkland, Washington 98033
Phone: (425) 576-8200
Fax: (425) 576-2836
E-mail: customerservice@wavebroadband.com

Copyright owners may use any form of notification of claimed infringement form that satisfies the requirements of [Section 512\(c\)\(3\)](#) of the U.S. Copyright Act. Under the DMCA anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Wave, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you can file a counter notification with Wave's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of [Section 512\(g\)\(3\)](#) of the U.S. Copyright Act.

9. Violation of Acceptable Use Policy: Wave does not routinely monitor the activity of Service accounts for violation of this Policy. 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 Wave has no obligation to monitor use of the Service and/or the

network, Wave 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 Wave's network, the Service and Wave's customers and users.

Wave prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way that Wave or its suppliers, in their sole discretion, believe violate this Policy, Wave or its suppliers may take any responsive actions they deem appropriate. These actions may include, but are not limited to, temporary or permanent removal of content, cancellation of online posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. None of Wave or its affiliates, suppliers, or agents will have any liability for any these responsive actions. These actions are not Wave's exclusive remedies and Wave may take any other legal or technical action it deems appropriate. Wave reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material transmitted over Wave's servers, routers and network. During an investigation, Wave may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize Wave and its suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. This cooperation may include Wave providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, subscriber name, IP address, information regarding your use of the Service and other account information. Upon termination of your account, Wave is authorized to delete any files, programs, data and e-mail messages associated with your account.

The failure of Wave or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy 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 Wave and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorneys' fees) resulting from you engaging in any of the prohibited activities listed in this Policy or resulting from your violation of this Policy or of any other posted Wave policy related to use of the Service. Your indemnification obligations will survive any termination of your Service.