

# Acceptable Use Policy

TDS Broadband Service LLC d/b/a BendBroadband (“BendBroadband”) has adopted this Acceptable Use Policy (“Policy”) applicable to all users of BendBroadband’s high speed internet, email and web based services (“Users” or “Subscribers”).

## 1. APPLICABILITY

This document is an agreement that governs the use of high speed internet, email and web based services provided by BendBroadband (“Services”). By subscribing to the Services, you, the Subscriber (or “You”), agree to the terms of this Acceptable Use Policy. You are responsible for any violation of this Acceptable Use Policy or misuse of the Service through the use of your account, even if the misuse was conducted by a third party or other end user with access to your account. It is your responsibility to secure your computer(s), network and/or any device connected to the Service so that such misuse is prevented.

## 2. REVISIONS TO POLICY

BendBroadband may revise this Acceptable Use Policy from time to time by posting such revision on [www.bendbroadband.com](http://www.bendbroadband.com) or any successor url. Any revision of this Acceptable Use Policy is effective immediately upon such posting. As such, you should regularly visit [www.bendbroadband.com](http://www.bendbroadband.com) and review the posted Acceptable Use Policy. In the event of a conflict between any subscriber or commercial services agreement and this Acceptable Use Policy, the terms of this Acceptable Use Policy will govern.

## 3. VIOLATIONS

BENDBROADBAND RESERVES THE RIGHT TO INVESTIGATE VIOLATIONS OF THIS POLICY, INCLUDING THE GATHERING OF INFORMATION FROM THE SUBSCRIBER OR OTHER USERS INVOLVED AND THE COMPLAINING PARTY, IF ANY, AND THE EXAMINATION OF MATERIAL ON BENDBROADBAND'S SERVERS AND NETWORK. BENDBROADBAND PREFERS TO ADVISE USERS OF POLICY VIOLATIONS AND ANY NECESSARY CORRECTIVE ACTION BUT, IF BENDBROADBAND, IN ITS SOLE DISCRETION, DETERMINES THAT A USER HAS VIOLATED THE POLICY, BENDBROADBAND WILL TAKE ANY RESPONSIVE ACTION THAT IT DEEMS APPROPRIATE WITHOUT PRIOR NOTIFICATION, WHICH MAY INCLUDE, BUT IS NOT LIMITED TO, A WARNING, SUSPENSION OF PRIVILEGES OR TERMINATION OF YOUR SERVICES. BENDBROADBAND RESERVES THE RIGHT TO IMMEDIATELY TERMINATE YOUR ACCOUNT WITHOUT NOTICE AT BENDBROADBAND'S SOLE DISCRETION IF YOU OR OTHERS WHO USE YOUR ACCOUNT VIOLATE THIS ACCEPTABLE USE POLICY. BENDBROADBAND ALSO RESERVES THE RIGHT TO IMMEDIATELY REMOVE ANY MATERIAL OR INFORMATION FROM BENDBROADBAND'S WEBSITES OR SERVICES THAT VIOLATE THIS POLICY FOR ANY REASON WHATSOEVER AT OUR SOLE DISCRETION AND WITHOUT PRIOR NOTICE. BENDBROADBAND MAY REFER POTENTIAL VIOLATIONS OF LAWS TO THE PROPER AUTHORITIES, MAY COOPERATE IN THE INVESTIGATION OF ANY SUSPECTED CRIMINAL OR CIVIL WRONG,

AND WILL COOPERATE WITH AUTHORITIES WHEN REQUIRED TO DO SO BY LAW, SUBPOENA, OR WHEN THE PUBLIC SAFETY IS AT STAKE. BENDBROADBAND ASSUMES NO OBLIGATION TO INFORM YOU THAT YOUR INFORMATION HAS BEEN PROVIDED TO LAW ENFORCEMENT AUTHORITIES AND, IN SOME CASES, MAY BE PROHIBITED BY LAW FROM PROVIDING SUCH NOTICE. BENDBROADBAND SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY NATURE SUFFERED BY YOU OR ANY OTHER CUSTOMER, USER, OR THIRD PARTY RESULTING IN WHOLE OR IN PART FROM BENDBROADBAND'S EXERCISE OF ITS RIGHTS UNDER THIS POLICY.

#### 4. BUSINESS RELATED USE

If You are a commercial subscriber of BendBroadband, You must notify BendBroadband if You connect an email server to your Internet Service, and the email server must be connected via a static IP. The remaining content of this paragraph 4 shall not apply to commercial subscribers, except to the extent that your subscription expressly addresses such use.

The remaining content of this paragraph 4 is applicable to the Internet Service provided for personal and family use within a single residential household. You agree that you will not use, nor allow others to use, the Internet Service as an Internet service provider. You may not establish a web page using a server located at your home. You agree that You will not, nor allow others to, establish or operate a web server, FTP server, file server, email server or game server or run any other server applications and/or software providing server-like functionality in connection with the Internet Service. You will not resell or redistribute, or allow others to resell or redistribute, access to the Internet Service in any manner, including by wireless means. Use of any form of transmitter, router or wide area network, that enables persons or entities outside your service address to use the Services, whether or not a fee is sought, is prohibited. **It is strongly recommended** that any wireless devices behind your cable modem or cable router be encrypted for use only within your single residential household.

#### 5. NO ILLEGAL ACTIVITY/TORTIOUS CONDUCT OR FRAUDULENT USE

The Services may be used only for lawful purposes. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. Any activity or use of the Services that violates system or network security or integrity are prohibited and may result in criminal and civil liability.

Violations under this section (which may be addressed in more detail in other sections of this Policy) include, without limitation, the following:

- Transmitting or distributing material protected by copyright, trademark, trade secret, or other intellectual property rights used without proper authorization.
- Transmitting or distributing material that is obscene, illegal, defamatory, libelous, fraudulent, deceptive, indecent, constitutes an illegal threat, violates privacy or publicity rights, or violates export control laws. For example, exporting encryption software over the internet or otherwise, to points outside the United States, is prohibited.
- Using the Services to impersonate a person or entity.

- Transmitting, transferring or posting files that contain viruses, worms, “Trojan Horses” or any other contaminating or destructive features.
- Using the Services for unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, relay communication through a resource, or to breach security or authentication measures without express authorization of the owner of the system or network.
- Using the Services for unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network.
- Interfering with service to any user, host, or network, including but not limited to: mail bombing, flooding, or denial of service attacks.
- Forging the header of any transmitted information packet, email, or Usenet posting.
- Modifying or tampering with any hardware, software, or configuration provided by BendBroadband including but not limited to: routers, switches, and cable modem configuration files (provided, however, that You may configure those functions which are readily available for configuration without intentionally circumventing the measures BendBroadband has in place to protect other settings on a device).
- Reselling or otherwise redistributing the Services.
- Disrupting any aspect of the Services through any means, or otherwise using the Services in any manner which threatens to or actually causes damage to the BendBroadband network, or is considered to be abuse of the network.
- Assuming or assigning a BendBroadband IP address that was not allocated to the user by BendBroadband or its network.
- Using the Services for distribution of advertisement delivery software unless: (i) the user affirmatively consents to the download and installation of such software based on a clear and conspicuous notice of the nature of the software, and (ii) the software is easily removable by use of standard tools for such purpose included on major operating systems (such as Microsoft’s “add/remove” tool).
- Using the Services to distribute software that covertly gathers information about a user or covertly transmits information about the user.
- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and/or harvesting).
- Conducting or participating in illegal gambling or soliciting of illegal pyramid schemes.
- Threatening, harassing, abusing, or intimidating others.
- Performing any activity on the Services that otherwise constitutes a criminal offense.

## 6. NO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

BendBroadband respects the intellectual property rights of others and expects You to do the same. It is a violation of this Policy to use the Services to unlawfully transmit or store copyrighted material. This includes, but is not limited to digitized music, movies, books, photographs, art or other copyrighted materials or software. If BendBroadband has a reasonable belief, in its sole judgment, that You have violated this Policy, BendBroadband may take any action it deems appropriate, which may include, without limitation, notifying You of a suspected violation, suspending your Services or

terminating your Services. These actions are in addition to and do not affect or modify any other rights and remedies that BendBroadband may have under law or contract.

## **7. NO THREATS OR HARASSMENT**

You agree that You will not use, nor allow others to use, the Services to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy of any other person or entity.

## **8. NO HARM TO AND PROTECTION OF MINORS**

You agree that You will not use, nor allow others to use, the Services to harm or attempt to harm a minor, including but not limited to using the Services to send pornographic, obscene or profane materials, or violating the Children's Online Privacy Protection Act.

## **9. NO "SPAMMING"**

You agree that You will not use, nor allow others to use, the Services to send materials in a manner inconsistent with federal and state laws, including without limitation the CAN-SPAM Act of 2003 (15 U.S.C. §§ 7701-7713 and 18 U.S.C. § 1037). Violation of these laws is a violation of this Policy, and BendBroadband reserves the right to seek damages and other available relief from You and/or any third party, as applicable. These materials include without limitation mass or bulk e-mail, numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content. We reserve the right, in our sole discretion, (a) to determine whether such postings or transmissions constitute an advertisement, promotional material or any other form of solicitation in violation of such laws, and (b) to route all outbound consumer email through BendBroadband's designated servers to limit potential SPAM generated by virus infected computers. These actions allow BendBroadband to be recognized as a responsible provider of email services to the Internet Service Provider community.

## **10. NO "HACKING"**

You agree that You will not use, nor allow others to use, the Services to access the accounts of others or to attempt to penetrate security measures of the Services or access any other person's computer or computer system, software, or data without their knowledge and consent ("hacking") or to cause a disruption of service to other on-line users. You agree that You will not use, nor allow others to use, tools designed for compromising network security, such as password guessing programs, cracking tools, packet sniffers or network probing tools.

## **11. NO SYSTEM DISRUPTION**

You agree that You will not use, nor allow others to use, the Services to disrupt BendBroadband's network or computer equipment owned by other BendBroadband customers. You also agree that You will not use, nor allow others to use, the Services to disrupt other Internet service providers or services, including but not limited to by e-mail bombing or the use of mass mailing programs.

## **12. NO IMPERSONATION OR FORGERY**

You agree that You will not, nor allow others to, impersonate another user, falsify one's user name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. You agree that You will not, nor allow others to, forge any message header of any electronic transmission, originating or passing through the Internet Service.

## **13. NO ABUSE OF NEWSGROUPS OR INTERNET CHAT ROOMS**

Users may not SPAM newsgroups or chat rooms and must comply with the written charters, FAQs, rules, or terms of service for those forums the User chooses to participate. Users are responsible for determining the policies of a given group/room before posting to it. Additionally, Users are not permitted to:

- Cross-post the same or substantially similar message excessively
- Post binary files to non-binary groups
- Flood or disrupt a group

## **14. NO EXCESSIVE BANDWIDTH USAGE**

You shall not interfere with BendBroadband's ability to provide Internet Services to others, including engaging in the use of excessive bandwidth. In the event your usage of the Internet Service does not comply with the package of service you selected or the Service Agreement, BendBroadband may take such steps as it determines appropriate, including, but not limited to the following: (a) seeking a clarification of your activity patterns; (b) disconnecting your sessions during periods of such violations; (c) requiring You to upgrade to a higher service offering; (d) assess additional charges for each month in which excessive usage occurred; and/or (e) terminating your Service. Additionally, BendBroadband may use tools and techniques as it determines appropriate in order to efficiently manage its network and to ensure a quality user experience for its subscribers.

## **15. NO "VIRUSES"**

You agree that You will not use, nor allow others to use, the Internet Service to restrict, inhibit, or otherwise interfere with the ability of any other person to use or enjoy the Internet Service or the Internet, regardless of intent, purpose or knowledge, including, without limitation, by posting or transmitting any information or software which contain computer "viruses," worms, "Trojan horses" or other harmful software programs and that You will use your best efforts to prevent the transmission of such viruses.

## **16. EMAIL ACCESS & DELIVERY**

BendBroadband is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by You or by someone else trying to send e-mail to You. BendBroadband is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at BendBroadband's sole discretion. In the event that BendBroadband believes in its sole discretion that any e-mail address on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, BendBroadband reserves the right to block access to and prevent the use of any of the email address. In the event that a Service account is terminated for any reason, all

e-mail content associated with that account (and any secondary accounts) will be permanently deleted upon such termination.

## 17. BENDBROADBAND MONITORING

BendBroadband may not, as an ordinary practice, proactively or routinely monitor the activity of your Internet Service account for violations of this Acceptable Use Policy and/or the law, though it reserves the right to do so. If BendBroadband is alerted to violations or potential violations of this Policy, however, BendBroadband will take whatever measures it deems necessary and appropriate to stop or prevent those violations. BendBroadband's failure to enforce this Acceptable Use Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that any portion of this Acceptable Use Policy held invalid or unenforceable will as much as possible be construed consistent with the intent and applicable law; the remaining portions of this Acceptable Use Policy will remain in full force and effect. BendBroadband reserves the right at any time to monitor bandwidth, usage, transmissions, and/or content on the Services from time to time; to seek or identify violations of this Policy; to troubleshoot connectivity problems; and/or to protect the network, the Services and BendBroadband users. This Policy is for the benefit of BendBroadband and its third party content or information service providers and licensors, and each shall have the right to assert and enforce the provisions set forth in this Policy directly on its own behalf.

## 18. USER RESPONSIBILITY

You are responsible for following the Policy. You are also responsible for the actions of others who may use your account. Users are solely responsible for the security and misuse of any device that is connected to the Services, regardless of whether the misuse was committed by the User or a third party with access to the User's Service account. BendBroadband recommends that Users implement appropriate measures to secure their systems and these measures may include installation of firewalls, antivirus protection with regular updates, regularly checking for and applying security patches for software and operating systems, and general security conscience use of the Services.

## 19. CONTACT INFORMATION

Contact information for Notices. Unless otherwise agreed in writing signed by BendBroadband and You, any notification that BendBroadband sends to You pursuant to this Policy may be in writing to your address of record, or via Email to the Email address on file with BendBroadband. Notification of changes to this Policy may be made at any time by posting a revised Policy on BendBroadband's website. You must respond in a timely manner to complaints concerning misuse of the Services obtained from BendBroadband. Failure to responsibly manage the use of the Services obtained from BendBroadband may be cause for termination of Service(s) to You and, depending upon the terms under which you acquired the Services, could lead to the imposition of early termination fees.

Contact for Reporting Abuse. Any party seeking to report a violation of this Policy may contact BendBroadband via Email at [abuseclaims@tdstelecom.com](mailto:abuseclaims@tdstelecom.com) .

Agent for Digital Millennium Copyright Act. Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent by mail or email:

Name: Designated Copyright Agent

Company: BendBroadband

Address: 525 Junction Road, Madison, WI 53717, Attn: Legal Department

Email: [copyrightagent@tds.net](mailto:copyrightagent@tds.net)

Notices of alleged copyright infringement should include the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyrighted material;
2. A description of the copyrighted work that you claim has been infringed;
3. Identification of where (including the URL if possible) the material that you claim is infringing is located;
4. Your address, telephone number and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.