



STOWE COMMUNICATIONS
ACCEPTABLE USE POLICY FOR BUSINESS SERVICES
HIGH-SPEED INTERNET

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Why is Stowe Communications providing this Policy to my business?

Stowe Communications goal is to provide its customers with the best commercial cable internet service possible. In order to help accomplish this, Access has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of Business Services Access High-Speed internet service (the "Service"). This Policy is in addition to any restriction contained in the Business Services Customer Terms and Conditions (the "Business Services Agreement").

What obligations does my business have under this Policy?

All Stowe Communications High-Speed internet customers and all others who use the Service (the "customer," "you," or "your") must comply with this Policy. Your business' failure to comply with this Policy could result in the suspension or termination of its Service account. In these cases, termination or other changes may apply. If your business doesn't agree to comply with the Policy, it must immediately stop all use of the Service and notify Stowe Communications so that it can close your business' account.

How will my business know when Stowe Communications changes this Policy and how will it report violations of this Policy?

Stowe Communications may revise this Policy from time to time. Stowe Communications will use reasonable efforts to make customers aware of any changes to this Policy, which may include posting information on the Stowe Communications Web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should read any Stowe Communications announcements they receive and regularly visit the Stowe

Communications Web site and review this Policy to ensure that their activities conform to the most recent version. Your business can send questions regarding this Policy to, and report violations of it at, stowecomm@stowecomm.com.

1. Prohibited Uses and Activities

What uses and activities does Stowe Communications prohibit?

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer-Provided Equipment, or the Stowe Communications Equipment, either individually or in combination with one another, to:

Conduct and information restrictions

Undertake or accomplish an unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or 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, or otherwise offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;

Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;

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 any required permission of the owner;

Transmit unsolicited bulk or commercial messages commonly known as "spam";

Send very large numbers of copies of the same or substantially similar messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;

Initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;

Participate in the collection of very large numbers 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;

Collect responses from unsolicited bulk messages;

Use IRC (Internet Relay Chat) or other chat services or tools to flood chats, establish more than two (2) concurrent chat connections per device at any time, or use unattended clones, bots, or other automated programs to engage in chats;

Falsify, alter, or remove message headers;

Falsify references to Access or its network, by name or other identifier, in messages;

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 (for example, "phishing");

Violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;

Technical restrictions

Stow Communications any other person's computer or computer system, network, software, or data without his or hers knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to accessing data not intended for your business, logging into or making use of a server or account your business is not expressly authorized to access, or probing the security of other hosts, networks, or account without express permission to do so;

Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers,

cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;

Copy, distribute, or sublicense any proprietary software provided in connection with the Service by Access or any third party, except that your business may make one copy of each software program for back-up purposes only;

Distribute programs that make unauthorized changes to software (cracks);

Service, alter, modify, or tamper with the Access Equipment or Service or permit any other person to do the same who is not authorized by Access;

Network and usage restrictions

Restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions or tools implementing authorized internal business policies), including, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;

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

Make the Service available to anyone other than your business or your business' authorized employees, contractors, or users (i.e. members of the public, customers of an establishment, hotel or motel guests and patron, or persons in a residence hall or apartment building) unless done with Stowe Communications written approval in accordance with an applicable Business Service Agreement;

Resell the Service or otherwise make available to anyone outside the Service Location(s) the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by the applicable Business Services Agreement;

Connect the Stowe Communications Equipment to any computer outside of your business' Service Location(s);

Interfere with computer networking or telecommunications service to any user, host or network, including, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;

Interfere with Stowe Communications ability to control or block ports for safety and security purposes and as part of its overall network management;

Interfere with Stowe Communications use and control of its domain name server ("DNS") used in connection with the Service; and

Accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). Your business 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 expressly permitted by the applicable Business Services Agreement.

2. Customer Conduct and Features of the Service

What obligations does my business have under this Policy?

In addition to being responsible for its own compliance with this Policy, your business is also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by an employee, contractor, customer, or guest with access to your business' Service account. Therefore, your business must take steps to ensure that others do not use your business' account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of all Service logins and passwords. In all cases, your business is solely responsible for the security of any device it chooses to connect to the Service, including any data stored or shared on that device.

It is also your business' responsibility to secure the customer-Provided Equipment and any other Service Location(s) equipment or programs not provided by Stowe Communications that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

How does Access address inappropriate content and transmission?

Stowe Communications reserves the right 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 in violation of Sections 1 or 2 of this Policy, or otherwise harmful to Stowe Communications network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither Stowe Communications nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions as well as materials available or online storage features such as websites and servers) made on the Service. However, Stowe Communications 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, the Business Services Agreement, and applicable law.

What requirements apply to electronic mail?

The Service may not be used to communicate or distribute e-mail or other forms of communications in violation of Section 1 in this Policy. As described below in Section 3 of this Policy, Stowe Communications uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).

Stowe Communications is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address(es) by your business or by someone else trying to send e-mail to your business or its employees, contractors, or users. Stowe Communications 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 Stowe Communications sole discretion. In the event that Stowe Communications believes in its sole discretion that any subscriber name account name or e-mail address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Stowe Communications (1) reserves the right to block access to and prevent the use of any of these identifiers and (2) may at any time require any customer to change his or her identifier. In addition, Stowe Communications may at any time reserve any identifiers on the Service for Stowe Communications own purposes. In the event that a Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

Stowe Communications Service plan limit the storage of message on Stowe Communications systems to a set number of days and may set a fixed upper limit on the size and/or number of messages that you may send or receive through the Service. Neither Stowe Communications nor any of its suppliers shall have any liability for the

deletion of, or failure to store, messages or of the mis-delivery of, failure to deliver or the untimely delivery of messages.

Stowe Communications helps protect its customers from viruses and other unwanted content and programs included in e-mail servers and other systems employ various virus detection and prevention tools that it updates frequently to respond to the latest threats on the internet. These tools will automatically remove viruses and other unwanted material from e-mails whenever possible. This applies both to e-mails your business sends as well as to e-mails your business receives. Stowe Communications systems also may scan all incoming and outgoing e-mails traffic over the Service using automated tools applying recognized and commonly used techniques for identifying and blocking spam and other unwanted or harmful code or content.

What requirements apply to instant, video, and audio messages?

Each user is responsible for the contents of his or hers instant, video, and audio messages and the consequences of any of these messages. Stowe Communications assumes no responsibility for the timeliness, mis-delivery, deletion, or failure to store these messages. In the event that a Service account is terminated for any reason, all instant, video and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well.

What requirements apply to my business' Service account Internet reputation?

Stowe Communications provides the Service for use in your business. Most everything your business does using the Service will be directly attributable to it and affect its reputation. However, because Stowe Communications provides the systems to deliver the Service, there are some things that your business can do using the Service that are directly attributable to Stowe Communications and affect its reputation. Most obviously, if your business uses the Service to send spam (or what spam reporting services or recipients classify as spam) or uses the Service for an improper purpose such as phishing, these activities may affect Access reputation because of its ownership of the IP addresses associated with the Service. Of course, these activities also violate this Policy.

Stowe Communications reserves the right to suspend or terminate Service accounts when your business' use of the Service or any of its features, that negatively impacts Stowe Communications reputation as determined in its sole discretion. For example, any use of the Service or its features that results in your business' Service account, or any associated Stowe Communications information, being listed on, for example, spam reporting web sites such as Spamhaus, SBL, ROKSO, TrendMicro Maps, or SenderScore Blocklist, or anti-phishing or anti-spyware services, may result in Stowe Communications Suspending or terminating your business' Service account in these situations, Stowe Communications prefers to work directly with your business to address the problems causing the harm to Stowe Communications reputation so that they do not happen again.

3. Network Management and Limitations on Data Consumption

Why does Stowe Communications manage its network?

Stowe Communications manages its network with one goal: to deliver the best possible broadband internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as Stowe Communications works to promote the use and enjoyment of the internet by all of its customers. The company uses reasonable network management practices that are consistent with industry standards. Stowe Communications tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the internet and the challenges and threats on the internet.

The need to engage in network management is not limited to Stowe Communications. In fact, all internet service providers manage their networks. Many of them use the same or similar tools that Stowe Communications does. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, Stowe Communications can deliver the best possible broadband internet experience to all of its customers.

How does Stowe Communications manage its network?

Stowe Communications uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Business Service Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (1) identifying spam and preventing its delivery to customer e-mail accounts, (2) detecting malicious internet traffic and preventing the distribution of viruses or other harmful code or content, (3) temporarily lowering the priority or traffic for users who are the top contributors to current network congestion, and (4) using other tools and techniques that Stowe Communications may be required to implement in order to meet its goal of delivering the best possible broadband internet experience to all of its customers.

Are there restrictions on data consumption that apply to Service?

The Service is for commercial use only in a small, medium, or large business as determined by the applicable Business

Service Agreement. Therefore, Stowe Communications reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical commercial user of the Service as determined by the company in its sole discretion, or where it exceeds published data consumption limitations. Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (1) file transfer protocol ("FTP"), (2) peer-to-peer applications, and (3) newsgroups. Your business must also ensure that its use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by Stowe Communications in its sole discretion) an overly large burden on the network. In addition, your business must ensure that its use of the Service does not limit or interfere with Stowe Communications ability to deliver and monitor the Service or any part of its network.

If your business uses the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, Stowe Communications may, in its sole discretion, suspend or terminate your business' Service account or request that it subscribe to a different version of the Service if it wishes to continue to use the Service at higher data consumption levels. Stowe Communications may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Business Services Agreements. Comcast's determination of the data consumption of the data consumption for Service accounts is final.

4. Violation of this Acceptable Use Policy

What happens if your business violates this Policy?

Stowe Communications reserves the right immediately to suspend or terminate your business' Service account and terminate the Business Services Agreement if it violates the terms of this Policy or the Business Services Agreement.

How does Stowe Communications enforce this Policy?

Stowe Communications does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with the data consumption provisions of this Policy. However, in the company's efforts to promote good citizenship within the internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. Access has no obligation to monitor the Service and/or the network. However, Stowe Communications and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Stowe Communications users.

Stowe Communications prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Stowe Communications also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Stowe Communications intervention. However, if the Service is used in a way that Stowe Communications or its underlying providers, in their sole discretion, believe violates this Policy, Stowe Communications or its underlying providers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, filtering of internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither Stowe Communications nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Stowe Communications exclusive remedies and Stowe Communications may take any other legal or technical actions it deems appropriate with or without notice.

Stowe Communications 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 on Stowe Communications servers and network. During an investigation, Stowe Communications may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. Your business expressly authorizes and consents to Stowe Communications and its underlying providers cooperating with (1) law enforcement authorities in the investigation of suspected legal violations, and (2) and system administrators at other internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your business' Service account, Stowe Communications is authorized to delete any files, programs, data, email and other messages associated with your business' account (and any secondary accounts).

The failure of Stowe Communications or its underlying providers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. Your business agrees 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.

Your business agrees to indemnify, defend and hold harmless Stowe Communications and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your business' indemnification will survive any termination of the Business Service Agreement.

5. Copyright and Digital Millennium Copyright Act Requirements

What is Stowe Communications DMCA policy?

Stowe Communications 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, your business 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 Stowe Communications 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 Stowe Communications, in its sole discretion, believes is infringing these rights. Stowe Communications may terminate the Services at any time with or without notice for any affected customer or user.

How do copyright owners report alleged infringements to Stowe Communications?

Copyright owners may report alleged infringements of their works that are stored on the Service by sending Stowe Communications authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA.

Upon Stowe Communications receipt of a satisfactory notice of claimed infringement for these works, Stowe Communications will respond expeditiously to either directly or indirectly (1) remove the allegedly infringing work(s) stored on the Service or (2) disable access to the work(s). Stowe Communications will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

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

Stowe Communications
P.O. Box 1522
Stowe, VT 05672 Phone:
802-253-9282
Fax: 802-253-7812
Email: stowecomm@stowecomm.com

Copyright owners may use their own 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 Stowe Communications, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

What can customers do if they receive a notification of alleged infringement?

If your business receives a notification of alleged infringement as described above, and it believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then your business may send a counter notification to Stowe Communications. Upon notification that satisfies the requirements of DMCA, Stowe

Communications 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, your business expressly agrees that Stowe Communications will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against your business, it can file a counter notification with Stowe Communications 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.