



Acceptable Use Policy

Why is Cleveland Broadband providing this Policy to me?

Cleveland Broadband's goal is to provide its customers with the best Internet service possible. In order to help accomplish this, Cleveland Broadband has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of Cleveland Broadband's Internet service (the "Service").

All Cleveland Broadband Internet customers (the "customer," "user," "you," or "your") and all others who use the Service must comply with this Policy. Your failure, or others' failure, to comply with this Policy could result in the suspension or termination of your or their Service accounts. Therefore, you should take steps to ensure that others you permit to use your Service are aware of this Policy and agree to abide by it. If you are unwilling to comply with this Policy, you must immediately stop all use of the Service and notify Cleveland Broadband so that it can close your account.

How will I know when Cleveland Broadband changes this Policy and how do I report violations of it?

Cleveland Broadband may revise this Policy from time to time by posting a new version on the web site at www.clevelandbroadband.com. Cleveland Broadband will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending email announcements or posting information on our Web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should read any Cleveland Broadband announcements they receive and regularly visit the Web site and review this Policy to ensure that their activities conform to the most recent version. You can send questions regarding this Policy to, and report violations of it, at info@clevelandbroadband.com.

1. Prohibited Uses and Activities

What uses and activities does Cleveland Broadband 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 or Customer Equipment either individually or in combination with one another, to:

Conduct and information restrictions

- 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 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 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, empty 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 email 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;
- falsify, alter, or remove message headers;
- falsify references to Comcast 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

- access any other person's computer or computer system, network, software, or data without his or her 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 you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts 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 Cleveland Broadband or any third party, except that you may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software (cracks);
- use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, web hosting, file sharing, and proxy services and servers;
- use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;

- service, alter, modify, or tamper with the Cleveland Broadband Equipment or Service or permit any other person to do the same who is not authorized by Comcast;

Network and usage restrictions

- use the Service for any purpose other than personal and non-commercial residential use (except for your individual use for telecommuting);
- use the Service for operation as an Internet service provider or for any business, other legal entity, or organization purpose (whether or not for profit);
- restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other person to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or
- 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 any Cleveland Broadband (or Cleveland Broadband supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Cleveland Broadband (or Cleveland Broadband supplier) facilities used to deliver the Service;
- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through WiFi or other methods of networking), in whole or in part, directly or indirectly, with the sole exception of your use of Cleveland Broadband-provided WiFi service in accordance with its then-current terms and policies;
- connect the Cleveland Broadband Equipment to any computer outside of your Premises;
- 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 abusing operator privileges, and attempts to "crash" a host; or
- access and use the Service with anything other than 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 you to do so.

2. Customer Conduct and Features of the Service

What obligations do I have under this Policy?

You are responsible for your own compliance with this Policy. You are also responsible for any use or misuse of the Service that violates this Policy by anyone else you permit to access the Service (such as a friend, family member, or guest) with one exception: In cases where you permit others to access your Internet Service with their own login information, those users are responsible for complying with all then-current terms and policies that apply to their access.

Cleveland Broadband recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by Cleveland Broadband and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

In all cases, you are solely responsible for the security of any device you connect to the Service, including any data stored or shared on that device. It is also your responsibility to secure the Customer Equipment and any other Premises equipment that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

How does Cleveland Broadband address inappropriate content and transmissions?

Cleveland Broadband 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 I or II of this Policy, or otherwise harmful to Cleveland Broadband's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither Cleveland Broadband nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, email, file transfer, blog, newsgroup, and instant message transmissions) made on the Service. However, Cleveland Broadband 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 Subscriber Agreement, and applicable law.

3. Network Management

Why does Cleveland Broadband manage its network?

Cleveland Broadband 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 Cleveland Broadband 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. Cleveland Broadband 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 Cleveland Broadband. In fact, all large Internet service providers manage their networks. Many of them use the same or similar tools that Cleveland Broadband 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, Cleveland Broadband can deliver the best possible broadband Internet experience to all of its customers.

4. Violation of this Acceptable Use Policy

What happens if you violate this Policy?

Cleveland Broadband reserves the right immediately to suspend or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement, or if anyone else you permit to access the Service violates this Policy.

How does Cleveland Broadband enforce this Policy?

Cleveland Broadband does not routinely monitor the activity of individual Service accounts for violations 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. Cleveland Broadband has no obligation to monitor the Service and/or the network. Cleveland Broadband 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 Cleveland Broadband users.

Cleveland Broadband prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Cleveland Broadband also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Cleveland Broadband's intervention. However, if the Service is used in a way that Cleveland Broadband or its suppliers, in their sole discretion, believe violates this Policy, Cleveland Broadband or its suppliers 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 Cleveland Broadband nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Cleveland Broadband's exclusive remedies and Cleveland Broadband may take any other legal or technical actions it deems appropriate with or without notice.

Cleveland Broadband 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 and data on Cleveland Broadband's servers and network. During an investigation, Cleveland Broadband may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to Cleveland Broadband and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your Service account, Cleveland Broadband is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).