

Residential Acceptable Use Policy

The following are policies ("these Policies") for use of the Operator Internet access service that is provided, through cable modems, to cable television system subscribers. We use the term the "Service" to refer to that service, together with all related or ancillary Websites and services, if any, as periodically configured or constituted. The term "Operator," "we," "our" or "us" refers to any company that is controlled by your Internet Service Provider, and through which you access the Service. The term "you" refers to any person or entity using the Service.

The Internet is a tremendous resource that is used responsibly by millions of people every day. Unfortunately, it is sometimes abused. These Policies are intended to protect Operator and its customers and the Internet community a large from irresponsible or, in some cases, illegal activities. These Policies provide guidelines and are not meant to be exhaustive. Operator reserves the right to prohibit or take action to stop or prevent activities that harm or may harm the Service or Operator or its commercial reputation and goodwill.

Violation of these Policies by you may result in suspension or termination of your access to the Service or your Service account and other consequences as detailed under the caption "Consequences if You Violate These Policies" below.

These Policies apply to all users of the Service or any of its components. They supplement, but do not supersede, the written or online Customer and User Agreements or other contracts that customers or users have for the Service. If you are not yourself a subscriber to the Service, but use it through the account of a subscriber, then that subscriber's Customer and User Agreement also applies to you. That means, among other things, that Service users must comply with both these Policies and all restrictions on or terms of usage of the Service in the applicable Customer and User Agreements or other contracts. You should read these Policies together with the applicable Customer and User Agreement.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP USE OF THE SERVICE.

Normally, we do not actively monitor use of the Service or exercise editorial control over the content of any e-mail transmissions or other material created or accessible through the Service. In addition, we do not have control over the behavior of our customers or other third parties. Accordingly, by publishing these Policies, we do not promise you that all of our customers will abide by them. As discussed further below, you should take precautions to protect against unauthorized access to your computer and files, the introduction of viruses and access by your children to pornography or other content you think is inappropriate.

You Must Comply With Law and Respect the Property and Rights of Others.

In using the Service, you must comply with all applicable federal, state, local and international laws, regulations and other governmental requirements. You may not use the Service to directly or indirectly:

- Violate any such law, regulation or requirement.
- Misappropriate the funds, property or data of any person.
- Violate the copyrights, trademarks, trade secrets, patents or other property rights of any person, including, but not limited to, by downloading, using or distributing any music or other audio files, video, photographs or other visual material or any article, publication or other content without the permission of the owner.
- Defraud, slander or defame any person.
- Violate any person's privacy rights or use any person's name, image or likeness in violation of that person's so-called "publicity rights" or other legally protected rights.
- Threaten, harass or intimidate any person or create any nuisance.
- Violate any other legal rights of any person.
- Attempt or help another person to do any of the foregoing, whether or not successful.
- For example, prohibited activities include but are not limited to:

- Transmitting, receiving or storing child pornography or any other illegal material.
- Intentionally spreading any computer virus or other harmful software or programming.
- Conducting or participating in illegal gambling or lotteries.
- Running a "pyramid" scheme, committing other fraud or engaging in other deceptive acts or practices.
- Theft or unauthorized use of funds, property or credit card or other personal information.

You should be aware that many music and movie files found on the Internet today are pirated copies of copyrighted materials, and the use or distribution of such pirated files is a violation of these Policies and copyright law.

You May Not Violate the Security of Others

You may not directly or indirectly interfere with or gain or attempt to gain access to our or any other person's network, network access or control device, system, server, computer, software or data without the knowledge and consent of us or such other person (as the case may be). Examples of prohibited activities include, but are not limited to:

- Hacking, cracking into, monitoring or using networks, systems or Internet resources without authorization.
- Accessing data not intended for you.
- Logging into or making use of a server or account you are not authorized to access.
- Intercepting, interfering with or redirecting e-mail intended for third parties, or any form of probing the security of other networks or systems or scanning ports, or other action for the unauthorized interception of data or harvesting of e-mail addresses.
- Using any program, file, script, command or the transmission of any message or content of any kind, designed to interfere with a terminal session or the access or use of the Internet or any other means of communication.

Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, is also prohibited.

The Service May Not Be Used to Access or Disseminate Offensive Materials

The Service may not be used directly or indirectly to host, access, download, store, post, disseminate, transmit or re-transmit offensive or seditious materials, including, without limitation, threatening, harassing, malicious, racist, defamatory, libelous, treasonous, excessively violent, obscene, pornographic, indecent or hateful materials or materials constituting or encouraging conduct that violates any law, regulation or order, or provides guidance, or provides guidance, information or assistance with respect to causing damage or security breaches to Operator's network or to the network of any other Internet service provider.

Do Not Use the Service for Spam or Other Unsolicited E-Mails

You may not directly or indirectly use the Service to send mass or other duplicative unsolicited e-mail messages (commercial or other) or to send any other unsolicited e-mail that provokes or, in Operator's opinion, is likely to provoke complaints. This prohibition includes, but is not limited to:

- "Spamming," as that term from time to time is generally understood within the Internet service provider industry.
- Sending unsolicited e-mails offering products or services, investment opportunities, charity requests, petitions for signatures, chain-mail or other solicitations.
- Using Internet addresses that you do not have the right to use.
- Distributing or using software designed to promote the sending of unsolicited bulk electronic messages.
- Using distribution lists containing addresses that include those who have opted out.
- Sending bulk electronic messages in quantities that exceed standard industry norms or that create the

potential for disruption of Operator's network or of the networks with which Operator interconnects.

This prohibition also includes, but is not limited to, conduct that directly or indirectly encourages, permits, or relies on spamming or other duplicative unsolicited e-mail. Examples include using the Service to collect the responses from unsolicited e-mail (for example, through a Website advertised with spam) or providing spam "support services" such as e-mail dropboxes or sales of spamware.

The Service may not be used for unsolicited e-mail, even if not prohibited by this policy, unless the message accurately identifies the sender, includes the sender's return e-mail address and the e-mail address of origin and states a clear and easy means for recipients to elect to be excluded from receiving additional e-mail from the originator.

A message is unsolicited if sent to a recipient who has not requested or invited the message. Operator reserves the right to decide, in its sole discretion, whether duplicative or mass e-mail messages are unsolicited. A complaint by the recipient is presumptive evidence that the message was unsolicited.

Release of Viruses, Denial of Service Attacks or Other Interference with Usage by Others are Prohibited

You may not directly or indirectly restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Service or the Internet. Among other things, this means you must not:

- Intentionally release any virus, worm or other harmful programming or item.
- Engage in any form of "denial of service" attack, as from time to time is generally understood within the Internet service provider industry, including, but not limited to, flooding of a network, overloading a service, attempting to "crash" a host or "mail bombing" (i.e., sending large volumes of e-mail with the apparent intent of denying another Internet user service).

Misrepresentation of Identity

You may not mislead anyone as to your identity, including, without limitation, by pretending to be someone else, falsifying address information or modifying headers to conceal your true identity. This policy is not intended to disallow the use of screen-names, aliases or anonymous remailers for any legitimate purpose.

Without limiting the scope of this Policy, you may not use the Service to engage in any form of activity commonly called "phishing," such as sending emails that falsely claim to be from a legitimate enterprise in an effort to induce recipients to surrender private information that will be used for raiding bank accounts, identity theft or other illegal or illegitimate purposes.

Newsgroups, Bulletin Boards and Other Forums

You are responsible for reviewing the charters, policies or FAQs of newsgroups, bulletin boards or other forums you use and for complying with their terms. Without limiting that requirement, you may not post advertisements, solicitations or other commercial messages unless expressly permitted by the charter, policies or FAQs.

Posting or cross-posting the same or substantially similar messages to more than five newsgroups is prohibited. Binary files may not be posted to newsgroups or online forums not specifically named for that purpose. Users posting messages or binary files to newsgroups or online forums with policies concerning the permissible daily volume of posted messages or files are required to observe those limitations.

Attempting to circumvent the approval process for posting to a moderated or restricted newsgroup, bulletin board or other forum is prohibited. This includes, but is not limited to, misrepresenting your identity or information about you or forging, altering or removing header information, but this does not prevent you from using a screen-name if permitted by the rules for the newsgroup, board or forum. You may not use the Service to connect to any

newsgroup, bulletin board or other forum from which you have previously been banned.

You may not attempt to "flood" or disrupt the normal functioning of any newsgroup, bulletin board or other forum, such as by posting a large number of messages that contain no substantive content or duplicative content.

Internet "Chat"

The Service will enable you to participate in online "chat" discussions. These discussions may be hosted by Operator servers, by third party servers or may not involve any servers at all.

The Service may not be used to perform chat "flooding" or other abusive practices. "Flooding" is deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text.

Any computer or other device connected through the Service may not maintain more than two simultaneous chat connections. This includes, but is not limited to, the use of automated programs, such as "bots" or "clones." Automated programs may not be used when the account holder is not physically present at the device.

The Service may not be used to access any chat server or resource in violation of the acceptable use policy for that server or resource. The Service may not be used to manipulate any chat server or resource in order to harass or disconnect other Internet users, or to gain privileges that have not been authorized.

A customer may not use the Service to connect to chat servers or resources from which he or she has been previously banned. You may not misrepresent your identity, but this does not prevent you from using a screen-name if consistent with the rules governing use of the chat resource.

The Service may not be used to continue to send chat messages to an Internet user who has indicated his or her desire to not receive such messages.

You Must Comply With the Rules of Websites and Other Resources You Access

Through the Service, you may have access to search engines, subscription services, newsgroups, chat areas, bulletin boards, Web pages and other resources that publish terms of use, policies, rules, guidelines or agreements to govern their use. You must review and adhere to any such terms, policies, rules, guidelines and agreements, which may include standards unique for the particular resource. In addition, the use of any software or content in connection with or through the Service must be in accordance with any applicable license agreements or terms of use.

You are Responsible for Violations by All Persons Using Your Account

If you are a subscriber to the Service, you are responsible for any misuse of the Service by anyone using it through your account, even if a friend, family member, guest or other person committed the inappropriate activity with access to your account. A violation of these Policies by someone using the Service through you or your account will be considered a violation by you, whether or not with your knowledge or consent.

The resale or distribution of the Service or any part of it is not permitted, unless expressly permitted in a written agreement with Operator. In addition, you must comply with any restrictions on the persons you may permit to use the Service that are contained in your Customer Agreement or otherwise apply.

You May Not Use Our Name or the Names of Our Licensors or Suppliers

You must not use any of the corporate or business names, logos or trade or service names or marks of Operator or any of its affiliates, licensors, contractors or suppliers unless and to the extent you are expressly and specifically authorized to do so by a written agreement with us or the owner of such name, logo or mark.

Operator's Right to Monitor Content and to Limit Access to Certain Websites or Other Resources

Operator has no obligation to monitor or control postings, messages or transmissions made or accessed or received using the Service and expressly disclaims any responsibility for any offense or injury arising out of your or others' access to or dissemination of any content posted or transmitted. The applicable Customer and User Agreement for the Service, however, provides that, to the maximum extent permitted by applicable law, Operator reserves the right, without notice to you, to monitor content and transmissions electronically from time to time, including, but not limited to, email, newsgroups, chat boards and Webpage content and, subject to certain conditions, to disclose any information it learns as a result to governmental authorities or other third parties. You should consult the terms of the applicable Customer and User Agreement for a more complete statement of these rights.

To the maximum extent permitted by applicable law, Operator also reserves the right, without notice to you, to:

- Refuse to permit you or other users of your account to post, transmit or store messages or material that we deem unacceptable, undesirable, offensive or in violation of your Customer and User Agreement, these Policies, other requirements applicable to the Service, law or third-party rights.
- Use content "spiders" or other technology that accesses your postings, messages, computer or data files to search for or detect such messages or material.
- Block, filter or remove any such messages or material.
- Block or discontinue access to any newsgroup, bulletin board, forum, Website or other resource that would otherwise be accessible through the Service or the Internet.

The specification in these Policies of these Operator rights is intended solely to confirm that you agree that Operator may take any of the actions stated without violating your rights and without incurring any liability to you as a result of any such action we take or its consequences. The fact that we reserve these rights does not mean that Operator has, and we disclaim, any control over or responsibility or liability for your postings, messages, content, actions or omissions or those of any other user of your account, any other Operator customer, any operator of any Website or Internet resource or any other third party. The fact that we reserve these rights with respect to you or other Service users does not create any obligation to exercise them, nor does any exercise of any such right in any one or more instances create any obligation to exercise them in similar or other instances. Without limiting the generality of the foregoing, We disclaim any obligation or liability to Customer or any User because we have or may have any rights similar to those stated under this caption with respect to any other subscriber to or user of the Service or if we fail to exercise any such right.

Bandwidth, Data Storage and Other Limitations

You must comply with the bandwidth usage, data storage and other limitations on the Service that are in effect from time to time. Operator has established a monthly data consumption threshold of 250Gigabytes (GB). If your usage exceeds these limitations, Operator may at its sole discretion, charge you for the excess usage, reduce transmission speed or other Service parameters, limit, suspend or terminate the Service or take other actions. By way of example (without limitation) you may not:

- Use or run dedicated, stand-alone equipment or servers from your premises that provide network content or any other services to anyone outside of your premises. Examples of prohibited equipment and servers include, but are not limited to, email, Web hosting, file sharing, and proxy services and servers;
- 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 traffic sufficient to impede others' ability to use, send, or retrieve information;
- Restrict, inhibit, interfere with, or otherwise disrupt or cause performance degradation, regardless of intent, purpose or knowledge, to the Service;
- Resell the Service or otherwise make available to anyone outside your premises the ability to use the Service (for example, though Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal use only and you agree not to use the Service for operation as an Internet service provider;

- Connect the Operator 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 the Service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and
- Access or 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.

Operator 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 the restrictions enumerated above, that harm its network or other customers using the Service, or that negatively affect its network or other customers using the Service.

Operator and its affiliates, suppliers, and agents reserve the right to monitor customer transmissions and to disclose, block, or remove them in order to enforce the restrictions in this Policy and the Subscriber Agreement.

Network Management

Operator 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. If the company did not 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, Operator can deliver the best possible broadband Internet experience to all of its customers.

The company uses reasonable network management practices that are consistent with industry standards. While Operator tries to use tools and technologies that are minimally intrusive, its network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet. The tools and techniques that Operator uses to manage its network can and do change frequently. For example, these network management activities may include, but may not be limited to, (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily delaying or terminating to or from high-bandwidth users during periods of high network congestion, and (iv) using other tools and techniques that Operator may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

Operator also reserves the right to suspend or terminate Service accounts where bandwidth consumption is not characteristic of a typical user of the Service as determined by Operator in its sole discretion. You must also ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, or represent (as determined by Operator in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with Operator's ability to deliver and monitor the Service or any part of its network.

If you use the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, Operator may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to a different version of the Service if you wish to continue to use the Service at higher bandwidth consumption levels. Operator may also provide versions of the Service with different speed and bandwidth consumption limitations, among other characteristics, subject to applicable Service plans.

Operator reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved. During an investigation, Operator may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to Operator 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, Operator is authorized to delete

any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

The rights of Operator specified under this Policy are in addition to any others that it may have under other Policies, your Customer or User Agreement or otherwise.

Consequences if You Violate These Policies

You are contractually obligated to abide by these Policies when using the Service and, if you are a subscriber to the Service, to ensure that others individuals who use the Service through your account likewise comply.

Any violation of any of these Policies may result in a demand for immediate removal of offending material, temporary or permanent filtering, blocked access, suspension or termination of all or part of the Service, or other action appropriate to the violation, as determined by Operator in its sole discretion. When appropriate in Operator's sole judgment, it is Operator's preference to give notice so that violations may be addressed voluntarily; however, Operator reserves the right and the sole discretion to act without notice. Operator may involve, and cooperate with, law enforcement if criminal or other illegal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law.

Neither Operator nor any of its affiliates, licensors, contractors or suppliers shall have any liability for any such responsive actions.

Operator is not responsible for the forwarding of e-mail sent to any account that has been suspended or terminated. Such e-mail will be returned to sender, ignored, deleted, or stored temporarily at Operator's sole discretion.

If you or any person using the Service through your account violates these policies, the foregoing shall not in any way limit Operator's rights or remedies under law, your applicable Customer and User Agreement or otherwise available. In addition, you agree to reimburse and indemnify Operator and its affiliates, employees, licensors, contractors suppliers and agents for all claims, suits, proceedings, investigations, liabilities, damages, judgments, costs and expenses, including reasonable attorneys' fees, that directly or indirectly resulting from, arising out of or related to any such violation.

How You Can Report Suspected Violations

Any complaints regarding violations of this Policy by any Operator customer should be directed to your local Operator cable system at the address and telephone number stated on your bills for the Service. Where possible, include details that would assist Operator in investigating and resolving the complaint (i.e., expanded headers and a copy of the offending transmission).

You are Responsible for the Security of Your Computers and Data, to Take Measures to Protect Against Viruses and to Limit Access by Children to Inappropriate Content

Users of the Service are responsible for maintaining the basic security of their systems to prevent their use by others in a manner that violates these Policies and for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

You are solely responsible for the security of any computer or device you use in connection with the Service and any data stored or software installed on that computer or device to prevent use by others in a manner that violates these Policies. Examples of failure to provide basic security include, but are not limited to, improperly securing a mail server so that it may be used by others to distribute spam and improperly securing an FTP server so that it may be used by others to illegally distribute copyrighted material. You are responsible for taking corrective actions on vulnerable or exploited systems to prevent abuse.

Without limiting the generality of the foregoing, each computer or other device used with the Operator Online service must be maintained in accordance with generally accepted security principles. Without limitation, each user

must:

- Keep your computer operating system up to date with all of the latest service packs and operating system patches.
- Implement standard anti-virus practices ("virus" refers to the entire group of destructive software including but not limited to viruses, worms and Trojans), which include but are not limited to:
 - Using anti-virus software such as Computer Associates, Norton Internet Security or McAfee or other anti-virus program with up-to-date virus definitions;
 - Performing a full scan of each hard disk for viruses at least weekly; and
 - Exercising reasonable judgment about handling email and other files that are likely virus carriers. (Do not open email or email attachments that come from unknown sources or that have unexpected subject headings or that show evidence of multiple forwarding.)
- Enable the firewall built into your operating system or a third party firewall program such as Norton Internet Security, Zone Alarm Pro or other personal firewall software.
- Scan each computer at least once weekly with Anti-Spyware programs such as Spybot and Adaware or other Spyware detection and removal tool.
- Immediately resolve any known security problems with your computer, software or stored data.

Users of the Operator Online service who connect to the Internet through a wireless modem, router or other device are required to take the additional security measures that are recommended by the manufacturer of the wireless device used or security experts. You should consult the user manuals or other literature that was included with your wireless device, visit the areas of the manufacturer's website that contains security information and/or consult reliable sources of information about wireless security available on the World Wide Web.

Information about low-cost or no-cost security solutions and how to keep your operating system updated and enhance the security of your equipment and files usually can be found on the Website of the manufacturer of your operating system or elsewhere on the World Wide Web. Operator recommends that you use additional methods to prevent or minimize unauthorized use of or access to your computer or data, including (a) altering your user password frequently, and in any case, every three months; (b) disabling file or printer sharing of any sort; and (c) password protecting any particularly sensitive files or applications on your computer. Operator strongly discourages the conduct of confidential transactions (such as online banking, credit card usage) over any wireless connection.

Each subscriber and user is solely responsible for the security of his or her computers and connected devices and communications or other activities using the Service. Operator is not obligated to provide any type of security system, either hardware or software, to subscribers or users for the purpose of preventing unauthorized access. If Operator does provide any such hardware or software, it is not responsible or liable if it does not work as intended or is otherwise ineffective. Operator, is not responsible or liable if use of any security method, software, tool or other measure that Operator requires, recommends or provides does not prove to be adequate to prevent damage to or loss or destruction of any software, files or data resulting from any virus, bomb, worm or other harmful item or unauthorized access to or use of your computer or other equipment, account, files or data. You assume all risk of accessing content through the Service. Operator and its affiliates, licensors, contractors and suppliers do not assume any responsibility for the content contained on the Internet or otherwise available through the Service and they shall not have any liability for any claims relating to access to such content. Content questions or complaints should be addressed to the content provider.

Software programs claiming to be capable of restricting access to sexually explicit material on the Internet are commercially available. Operator, however, makes no representation or warranty about their effectiveness and it is your obligation to determine if they meet your needs.

Content You Publish

You are solely responsible for any content that you publish or distribute on the Web or otherwise through the Service. You must, for example, take appropriate precautions to prevent minors from receiving inappropriate content. By using the Service to reproduce, publish, display, transmit and distribute content, you shall warrant that the content complies with these Policies and authorize Operator and its distribution service providers or other

contractors to reproduce, publish, display, transmit, store and distribute such content as necessary for the provision or otherwise in connection with the Service.

These Policies are Also for the Benefit of Certain Third Parties

In providing the Service, Operator may use the services, equipment and infrastructure and content of affiliates, software licensors, network "backbone" providers, and other contractors, suppliers and third parties. Each such person is expressly made a third party beneficiary of these Policies and the disclaimers, exclusions and limitations of warranties and liabilities, and Your indemnification obligations, stated in these Policies and in your applicable Customer and User Agreement. This means that each is entitled to directly assert and enforce against you these Policies and those disclaimers, exclusions, limitations and obligations in its, his or her own name and right.

Otherwise, there are no third party beneficiaries of these Policies.

Revisions to These Policies

Operator may, as provided in your applicable Customer and User Agreement, at any time and from time to time modify, supplement, replace or otherwise change these Policies, in whole or in part, effective when posted here or another public Web site that Operator has notified you may be used for that purpose. Notice may also be provided via electronic mail, regular mail or other appropriate method.

Accordingly, you should consult this document regularly to ensure that your activities conform to the most recent version. In the event of a conflict between the express terms of your applicable Customer and User Agreement or other subscriber agreement and the express terms of these Policies, the terms of these Policies shall govern.

Certain Principles of Interpretation

If any example is given (through the use of the words "such as," "for example," "e.g." or otherwise) of the meaning, intent or operation of such provision, such example is intended to be illustrative only and not exclusive or limiting. Unless the context otherwise unambiguously requires, the word "or" means "and/or." The term "person" is to be broadly construed and includes any natural person or any corporation, trust, association, limited liability company, partnership, joint venture or other entity. The headings used in these Policies shall not affect in any way their meaning or interpretation.

No Waiver

The failure of Operator to enforce these Policies, 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.

Additional Information

For practical tips from the Federal Government and the technology industry to help you be on guard against Internet fraud, secure your computer and protect your personal information, click on the following link: <http://onguardonline.gov/index.html>. For the Federal Trade Commission's tips to parents about protecting their children's online privacy, click here: www.ftc.gov/bcp/conline/edcams/kidzprivacy/adults.htm.

While we are providing these links, we are not responsible for the content of the linked sites and do not guarantee that the tips or suggestions made will be effective for the intended purposes.

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Questions regarding these policies can be directed by you or, if you are not a subscriber to the Service, by the subscriber whose account you use to access the Service to the appropriate local Operator cable system at the address and telephone number appearing on the bills for the Service.