



Mediacom Online® Internet Access Service Customer and User Agreement

The following are terms and conditions for use of Internet access and related services offered to residential, business and other subscribers served by cable television systems operated by subsidiaries or other affiliates of Mediacom Communications Corporation, a Delaware corporation (“MCC”). Those services are more fully described below and are referred to collectively as “the Service.”

The Service is offered on a subscription basis. The term “Customer” is used to refer to (i) any person who subscribes for the Service by signing a paper copy of this Customer and User Agreement or an order for the Service, by applying online or otherwise, (ii) any person who subscribed for the ISP Channel or Excite@home Internet access service previously provided through a cable system operated by any subsidiary or other affiliate of MCC (the “Prior Service”) and who did not terminate his, her or its account after he, she or it was notified by e-mail or otherwise that the Service is available it as a replacement for the Prior Service or (iii) any person who downloads, installs or uses any software that is made available by MCC or any of its affiliates, contractors or suppliers for use with the Service.

In some cases, Mediacom provides the Service to the owners or managers of apartment buildings, cooperative apartment buildings, condominium complexes, hotels, motels or other buildings, properties or complexes with multiple residential, dwelling or other units on a bulk-billed basis (“MDUs”), and the owners or managers, in turn, provide the Service to units within the MDUs. In the case of any unit within any MDU to which the Service is provided (whether by Mediacom or by the owner or manager of such MDU), the term “Customer” also includes, as applicable, the owner of the unit or cooperative corporation shares for the unit or the party to the lease or other formal or informal agreement or arrangement pursuant to which such unit is occupied or who is otherwise responsible for the payment of rent, occupancy, maintenance, common or other charges for the unit (the “Unit Resident”). The provisions of this Agreement apply fully to each Unit Resident and each User through a Unit Resident, regardless of whether he or she has directly subscribed for or has a direct account with Mediacom. No Unit Resident is a third part beneficiary of those obligations or liabilities. Where appropriate, references in this Agreement to a Customer’s “account” or “subscription” (or similar references) shall be to the arrangement pursuant to which a Unit Resident is provided the Service by the owner or manager of the relevant MDU. If a Unit Resident receives a version of the Service through the owner or manager of the MDU and also has a direct account with Mediacom for additional or other features, functions or other aspects of the Service, then such references shall apply to both the arrangement with the MDU owner or manager and each direct account with Mediacom.

As described under the caption “Authorized Users and Uses” below, Customer may permit certain other persons to use the Service through Customer’s account. The term “User” means Customer or any other person that uses the Service through Customer’s account, whether or not such other person is authorized by the terms of this Agreement to use the Service.

When used with respect to any Customer or User, the term “Mediacom” or “We” or “Us” refers to the subsidiary or other affiliate of MCC that operates the cable television system through which Customer or such User obtains the Service. We use the term “Customer’s Mediacom Cable System” to refer to such cable television system. When capitalized, the word “Our” refers to Mediacom

The term “this Agreement” means the terms and conditions of this Customer and User Agreement, Our Acceptable Use Policy referred to below, the terms and conditions of any order form, annual service commitment or other written document that Customer signs or otherwise accepts in connection with his, her or its subscription to the Service and any other policies, terms and conditions related to the Service that We periodically adopt and incorporate into this Agreement or that We notify Customer are applicable to the Service, all as revised or replaced periodically as provided below. An online version of Our Acceptable Use Policy may be reviewed and printed at <http://www.mymediacom.tv/aup>. The agreement or arrangement between any Unit Resident and the owner or manager of the relevant MDU relating to the provision or use of the Service through any Unit Resident is not a part of this Agreement, and Mediacom has no obligation, responsibility or liability for performing such agreement or arrangement or for any breach or violation by such owner or manager. Each Unit Resident, however, agrees to comply with such agreement or arrangement.

All of the terms and conditions of this Agreement (including Our Acceptable Use Policy) apply to Customer. All of them also apply to any User, except for any right, remedy, obligation, liability or other term that is expressly stated as being a right, remedy, obligation or liability of “Customer” but is not stated as also applying to any other “User.” (The fact that such terms and conditions apply to any User, whether or not such User is authorized to use the Service, does not mean that Mediacom waives any rights or remedies because Customer has permitted use by an unauthorized user.)

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS AND OUR ACCEPTABLE USE POLICY. IF YOU ARE A PERSON WITHIN THE MEANING OF THE TERM “CUSTOMER” AND YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT (INCLUDING ALL OF ITS COMPONENTS), YOU SHOULD IMMEDIATELY STOP USING THE SERVICE AND CALL YOUR LOCAL MEDIACOM CABLE SYSTEM TO TERMINATE YOUR ACCOUNT AS PROVIDED BELOW UNDER THE CAPTION “TERMINATION OF THE SERVICE AND THIS AGREEMENT.” IF YOU ARE ANY PERSON OTHER THAN A CUSTOMER AND YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT (INCLUDING ALL OF ITS COMPONENTS) THAT APPLY TO USERS, YOU SHOULD IMMEDIATELY STOP USING THE SERVICE.

The Service

The Service generally consists of Internet access, Web space hosting, e-mail services, usage of any portal or other Website We or any of our affiliates offers expressly for purposes of providing the Service and other

related services (if any) that Mediacom periodically designates as part of the Internet access service We market under the service name “Mediacom Online®” (or any replacement service name selected by Mediacom). Mediacom may offer different versions of the Service that have varying features, functionalities, components and specifications. Mediacom, in its discretion, may establish different prices, eligibility requirements, restrictions, limitations and other terms and conditions for the various versions. For example, but without limitation, Mediacom may offer one or more versions that are available only to residential subscribers for non-commercial use, other versions that are available only to qualifying small businesses who meet Mediacom’s eligibility requirements and other versions that are available for other businesses or commercial or non-commercial subscribers. All of these versions may have different customer fees and charges, have different bandwidth or usage limitations and features and functionality or be subject to different terms and conditions of other kinds. Customer may view a more detailed description of the current versions of the Service online at <http://www.mymediacom.tv>. When we use the term “Service” in other parts of this Agreement, we refer to the version of the Service that Customer subscribes to at the time in question.

The Service is available and delivered only through the cable television transmission facilities operated in Customer’s Mediacom Cable System. Subject to applicable law, Mediacom reserves the right to determine and change, on an ongoing basis, the features, functionalities, components, specifications, prices, eligibility requirements, restrictions and all other aspects of and terms and conditions applicable to the Service or any version of the Service, as well as the nature and extent of the facilities and resources allocated to support the Service, including by instituting or changing speed or imposing or changing restrictions on authorized users or uses or limits on number and storage capacity of e-mail accounts, Webspace maximums or bandwidth usage. All of these may vary among different Mediacom cable systems or among different locations within any Mediacom cable system. The Service and the Internet utilize shared network facilities and not all facilities are owned or operated by Mediacom. Mediacom does not guarantee or warrant speed, latency, bandwidth, access to particular content or Internet sites or compatibility of the Service with any Customer’s or User’s computers, equipment, operating systems or software.

Authorized Users and Uses

A subscriber to the Service must:

- (i) be an individual who is at least eighteen years of age or any greater age required under the laws of such individual’s jurisdiction of residence for a person to legally enter into contracts or a business entity, nonprofit organization, governmental agency or authority or other form of association, organization or entity that is owned and operated by individuals who are at least of such age;
- (ii) be the responsible party for payment for Mediacom’s cable television service provided at the premises where the Service will be used; and

(iii) meet any other eligibility requirements for the relevant version of the Service.

Customer represents and warrants to Mediacom that he, she or it satisfies such eligibility requirements and that all account information (including legal name, business name, address and telephone number) provided by Customer to Mediacom is accurate and complete. Customer agrees to promptly report to Us all changes to such information.

The manner in which the Service may be used depends on whether Customer has a residential account or a commercial account. By a “residential account” we mean an account for a version of the Service that Mediacom makes available only to residential customers for personal and household purposes. By a “commercial account” we mean an account for a version of the Service that Mediacom makes available only for commercial use or for some other nonresidential use, such as the activities of nonprofit organizations or governmental agencies or authorities

If Customer has a residential account, then:

- (i) The Service may only be used for personal and household purposes and may not be used to host a business Website or for other commercial purposes;
- (ii) The Service may be used only at Customer’s residence within Customer’s Mediacom Cable System; (iii) Not more than one computer may be connected to the Service;
- (iv) The Service may not be used in conjunction with routers or servers, including Electronic Mail, NAT, DHCP, DNS and WEB servers;
- (v) Customer and members of Customer’s household living with Customer at Customer’s residence are the only authorized users of the Service; and
- (vi) Customer and Users must comply with all other limitations, restrictions, policies, terms, conditions and restrictions that Mediacom makes applicable to the same kind of residential account.

If Customer has a commercial account, then:

- (i) The Service may be used only at Customer’s business or office location within Customer’s Mediacom Cable System at which it is initially installed;
- (ii) The Service may not be used in conjunction with routers or servers, including Electronic Mail, NAT, DHCP, DNS and WEB servers unless (and then only to the extent) expressly authorized by the terms applicable to Customer’s specific version of the Service;
- (iii) Customer and its employees, agents and representatives are the only authorized users of the Service, and the number of Users may not exceed the number specified in the terms applicable to Customer’s specific version of the Service; and

(iv) Customer and Users must comply with all other limitations, restrictions, policies, terms, conditions and restrictions applicable to the same kind of commercial account.

We sometimes use the term “Customer’s Premises” to refer to Customer’s location at which use of the Service is authorized.

Mediacom is not obligated to provide service or support for any computer network. Neither this Agreement nor any of the rights, obligations or liabilities of Customer or any User under it may be assigned or transferred by Customer or such User. The Service may not be used by any Customer acting as an Internet service provider or otherwise resold or redistributed by Customer or any User, in whole or in part.

Customer agrees not to permit any one to use the Service through Customer’s account, other than users authorized under the terms and conditions for that account. Customer acknowledges that Customer is accepting this Agreement for Customer and also on behalf of all other Users. Customer agrees to ensure that all Users are informed of and comply with the terms of this Agreement, including Our Acceptable Use Policy, and that, if any User does not so comply, Customer shall be liable jointly and severally with such User.

In some cases, the Service may include, or permit Customer or a User to access, optional or additional features, functions or services that Mediacom makes available only for an additional fee or otherwise on a restricted basis. A feature, function or service of this kind may be accessible to all or some categories of Service users generally; however, even if accessible, neither Customer nor any other User may use any such optional or additional feature, function or service unless expressly authorized to do so and Customer pays Mediacom’s applicable fees.

If Customer or any other User uses the Service in a manner inconsistent with the terms of this Agreement and all other applicable restrictions and limitations, We may increase the fees we charge Customer for the Service, terminate the Service or pursue any and all other rights and remedies. In addition, unauthorized receipt of the Service may constitute theft of service, which can result in both civil and criminal penalties.

User Names, Passwords and IP Addresses

Customer will be provided a username, an Internet Protocol (“IP”) address and the number of e-mail addresses we authorize based on the chosen package. Customer will be assigned or permitted to select one or more passwords for Customer’s Service account. The username, IP addresses (including static or “sticky” IP addresses) and e-mail addresses will continue to be the property of Mediacom or its suppliers and are not transferable by Customer. We may recover, alter or replace them at any time, without being required to compensate Customer. Unless Customer subscribes and pays for a commercial version of the Service that specifically includes assignment of a static or “sticky” IP address, IP addresses will be dynamically assigned, and the Service will not include static or “sticky” IP addresses. IP address assignments (including static or “sticky” IP addresses) are not guaranteed, and may be modified as required by Mediacom or the American Registry for Internet Numbers (ARIN).

Customer is responsible for the use of each such username, IP address, e-mail address and password, whether by Customer or other users. Customer is responsible for maintaining the confidentiality of Customer's passwords and other identifiers. Customer will be liable for any use of the Service not authorized by Customer until a reasonable time after Customer notifies Mediacom Customer Service at the telephone number for Customer's Mediacom System listed on Customer's bill or online at [http:// www.mediacomcc.com](http://www.mediacomcc.com).

Without limiting the generality of the foregoing, if Customer permits or makes possible use of the Service by any person under the age of eighteen, Customer is responsible for such use and agrees to hold Mediacom harmless from such use. Mediacom recommends that any such use by a minor be permitted only under the supervision of a responsible adult .

Equipment and Software Needed to Use the Service

In order for us to deliver the Service, Customer must have properly installed at Customer's Premises a cable modem that is DOCSIS-compliant and that meets Mediacom's technical, engineering and other requirements. The Service may also require installation or use of software, external wiring, equipment and other items. Mediacom may provide all or some of these items, either with or without separate charge. Customer may rent a cable modem from Mediacom directly or be provided a compliant modem by Mediacom as part of a service package. In some locations, customers may have the option of purchasing the modem from Mediacom or from a third party provider. Unless Customer intends to obtain the cable modem from Mediacom, Customer is strongly urged to check with Customer Service in Customer's Mediacom Cable System to find out if the cable modem Customer plans to use meets Our technical requirements.

In addition to a cable modem and any other items We or our agents, suppliers or contractors furnish for use with the Service (which we call "Mediacom Equipment"), use of the Service requires that Customer supply his, her or its own computer, an Ethernet device (if required) and an operating system that meet Our technical requirements. We inform Customer about these requirements before or at the time of the initial Service installation, and they also can be obtained by contacting Customer Service at Customer's Mediacom Cable System. The fact that We rent, sell, recommend or approve a cable modem, computer, operating system or other item for use in the Service does not make Us responsible if it has defects or problems.

Customer agrees to be responsible and liable for any degradation or interruption of the Service, damage to equipment, software or property or loss of data or other consequences suffered by Customer, Us or any third party resulting from use by Customer or other Users of any modem, computer, operating system or other item that does not conform to our technical requirements. Mediacom will not be obligated to provide customer support relating to any issues or problems that result from use of any such nonconforming item.

Mediacom or its agent or contractor will, if and as needed, schedule one or more installation visits with Customer and Customer must be present at the Customer Premises during such visits.

Installation, maintenance, repair and removal of the Service, the Mediacom Equipment and any software used for the Service carries the risk of loss or corruption of the data stored on Customer's computer. If the installation of an Ethernet card is required, it will be necessary to open Customer's computer. Neither We nor any of our, contractors, suppliers or agents warrants against loss of data or other adverse consequences. **FOR THESE AND OTHER REASONS, WE RECOMMEND THAT CUSTOMER AND OTHER USERS BACK UP EXISTING COMPUTER FILES PRIOR TO ANY INSTALLATION, MAINTENANCE, REPAIR OR REMOVAL AND REGULARLY THEREAFTER. IN ADDITION, IT IS POSSIBLE THAT OPENING CUSTOMER'S COMPUTER IN ORDER TO INSTALL ANY REQUIRED ETHERNET CARD MAY INVALIDATE ANY WARRANTY GIVEN TO CUSTOMER BY THE COMPUTER MANUFACTURER OR SELLER.**

All Mediacom Equipment will remain property of Mediacom or its suppliers. We may, at our option, provide new, used or reconditioned Mediacom Equipment. Mediacom Equipment shall be used only for use of the Service pursuant to this Agreement. Customer agrees that he or she shall not, and shall not permit any third party, to sell, lease, encumber or transfer any Mediacom Equipment or the right to use any Mediacom Equipment. As between Customer or any other User and Us, all computer equipment and other items that Customer or such User purchases will be his, her or its property. Mediacom will not be obligated to maintain service, repair or replace any of those items.

Mediacom may periodically change the requirements for the cable modem, computers, equipment, operating system or other items needed for the Service. Mediacom is not obligated to continue to support previously acceptable modems and equipment and, if the requirements change, Customer may need to acquire new or additional equipment or other items in order to continue to use the Service.

We have the right, but not the obligation, to periodically upgrade, replace or otherwise change the firmware or software our suppliers or We provide for the Service. Customer and each User consent to such changes (whether or not we give notice of them) and agree that they may be performed remotely through "downloads" by Customer or Us to the cable modem or the Customer's computer or installation at Customer's Premises by Us or our representatives. Mediacom may modify, replace, add to or relocate the Mediacom Equipment.

Customer shall not remove, or permit any third party to remove, any Mediacom Equipment from Customer's Premises. If Customer relocates to a new address, Customer must contact Mediacom to arrange for removal of the Mediacom Equipment and We may charge a new installation fee to initiate Service at Customer's new location.

Customer shall not, and shall not permit any third party to, connect any other device to the Mediacom Equipment or any Mediacom cable system that We have not specifically authorized. The Mediacom Equipment may not be serviced by anyone other than Our employees or authorized representatives. Customer shall not, and shall not permit any third party to, modify or tamper with any Mediacom Equipment. Such prohibition includes altering a cable modem to change its downloading or uploading capacity.

Failure to comply with the foregoing requirements may not only affect use of the Service, but also cause damage to Mediacom or other customers, for which Customer shall be liable.

If Customer's Premises are in an apartment building, office complex or other multiple-unit structure, it is possible that the owner of such structure (or its agent) will provide and install the Mediacom Equipment and perform other work, service and tasks related to the Service. This Agreement applies in any such case with the same effect as if Mediacom or its agent provided and installed the Mediacom Equipment; however, no such owner (nor any of its agents) will be deemed to be an employee, subcontractor, agent or representative of Mediacom for any purpose.

Mediacom shall have the option of removing any or all of the Mediacom Equipment during or after Customer's subscription to the Service, but we do not have any obligation to do so.

Customer agrees to pay to Mediacom the full manufacturer's suggested retail price for the replacement of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned modem, equipment or other item that We or our suppliers own and provide for use with the Service, plus Our incidental repair or replacement costs.

For commercial accounts, it is strongly recommended that the number of computers connected via proxy or hub not exceed five computers per account. Mediacom is not responsible or liable for any degradation in speed or functionality of the Service or other consequences if Customer does not follow that recommendation.

Access to Customer Premises

Customer authorizes Mediacom and its employees, agents, contractors and representatives to enter Customer's Premises in order to install, maintain, inspect, repair, replace, disconnect and remove the Mediacom Equipment and software We supply directly or through any MDU owner or manager or any other third party. All such services will be conducted at a time agreed to with Customer, but Customer will not withhold Customer's agreement unreasonably. If Customer is not the owner of Customer's Premises, Customer will, upon request, furnish Us with the owner's name and address, evidence that Customer is authorized to grant access on the owner's behalf and written consent from the owner. Customer acknowledges that the inability of Our employees or representatives to access Customer's Premises on a timely basis or other operational impediments may preclude or delay delivery of the Service. Mediacom is not responsible for restoring or reconfiguring computers, networks or systems after de-installation.

Fees and Charges

Our Fees and Charges. Customer agrees to pay all fees and charges associated with the use of the Service (whether by Customer or any other User), including service fees and charges for use of equipment or other

items We supply, installation, inside-wiring and service calls. In addition, Customer agrees to pay all applicable federal, state and local taxes, franchise fee pass-through and other governmental charges or pass-through. Customer acknowledges that Customer has received and reviewed, or had the opportunity to receive and review, our current schedule of fees and charges before or at the time of Customer's subscription to the Service. If, however, Customer is a Unit Resident, you will not be directly responsible for fees or charges that Mediacom has agreed in writing are the sole responsibility of the owner or manager of the relevant MDU.

Billing Terms; Late Payments. Recurring service, equipment and other fees are billed monthly in advance. Installation, service-call and other non-recurring charges will be billed according to Mediacom's billing policies in effect from time to time. Mediacom will charge a fee for processing unpaid checks or rejected credit cards. If any payment due to Mediacom is not timely received, an administrative late charge may be assessed and the Service may be suspended or disconnected. The administrative late charge is intended to be a reasonable advance estimate of Our costs resulting from customers' late payments and non-payments. Mediacom does not extend credit to its customers and the administrative late charge is not interest, a credit service charge or a finance charge. If We institute collection action to collect overdue amounts Customer owes Us, Customer will be liable for our collection costs (which might include the costs of a collection agency, reasonable attorneys' fees and arbitration or court costs). If the Service is disconnected and Mediacom, in its sole discretion, permits reconnection, Customer may be required to pay a reconnect fee in addition to all past due charges and satisfy any other requirements We establish before the Service is reconnected.

Changes in Fees, Charges or Billing Policies. Subject to express limitations, if any, that Mediacom may agree to in writing at the time of Customer's subscription to the Service, Mediacom reserves the right to change periodically the structure and amount of its fees and charges, its billing and payment terms and policies and its fees or charges for late payment or nonpayment, subject to applicable law. We will give Customer notice of any significant change as provided under the caption "**changes to this Agreement or the Service**" below.

Payment by Credit or Debit Card. If authorized by Customer, We will charge all amounts payable by Customer related to the Service to Customer's credit or debit card in accordance with the card information Customer furnishes. By providing a credit or debit card number to Us, Customer authorizes Us to continue charging the credit or debit card for all monthly and other fees and charges (including applicable taxes) Customer owes related to the Service. Monthly service, equipment and other recurring fees and charges may be charged up to one month in advance of the first day of the month for which the charges relate. Customer agrees to inform Us immediately of any change in credit or debit card information (including a change in expiration date). If Mediacom does not receive payment from Customer's credit or debit card issuer, Customer agrees to pay all amounts due upon Our demand.

User's Internet Activities May Result in Third-Party Charges. The Service will allow access, through the Internet, to third parties who sell or provide goods, services, content and information. Customer

or other Users may, therefore, incur charges as a result of using the Service to order or use on-line goods, services or other offerings via the Internet or otherwise. All such charges payable to third parties, including all applicable taxes, are solely the responsibility of Customer or another User. In addition, each User is solely responsible for protecting the security of his, her or its identity, credit card information or other information provided in connection with such transactions. Mediacom is not responsible for the Websites, products, services, acts or omissions of third parties, for filling orders or servicing customers of those third parties or handling or resolving any claim or dispute that Customer or any other User may have with any third party.

Credit Inquiries. Customer authorizes Us to make inquiries and to receive information about Customer's credit experience from others, enter this information in Customer's file we keep and, subject to applicable law and Our privacy policies, disclose such information to appropriate third parties for reasonable business purposes.

Billing Errors. Subject to applicable law, Customer must notify Us of any billing errors or other requests for refund, credit or adjustment within thirty days of the date of the disputed bill.

Users Must Comply with Our Acceptable Use Policy

Use of the Service by Customer or any other User is subject to Mediacom's Acceptable Use Policy, as in effect from time to time. The current version of Our Acceptable Use Policy is posted online at <http://www.mymediacom.tv/aup>. Any future changes to Our Acceptable Use Policy will be posted at that Webpage or another Webpage we designate by notice to Service customers. Since Our Acceptable Use Policy may be revised periodically, Customer and other Users should regularly consult Our online Acceptable Use Policy to be sure the most recent version is being followed. We will provide a 'hard copy' if Customer makes a request to Customer's Mediacom Cable System.

Each of Customer and the other Users acknowledges that he or she has read and understands Our Acceptable Use Policy and that its provisions affect the uses that may be made of the Service.

The Service also may involve use of a "portal" or other Website operated by Us or one of our affiliates, agents or contractors. Use of any such Website by Customer or any other User is subject to this Agreement and any additional terms and conditions published or linked to that Website

The Service shall not be used by Customer or any other User in any way that violates any law or regulation, subjects Mediacom or any of its suppliers, contractors, agents or affiliates to liability or violates any policy, terms or conditions applicable to the Service, including Our Acceptable Use Policy and any Website terms and conditions referred to in this Agreement.

Mediacom shall not be liable to Customer or any other User for any action We take if We believe that Customer or any other User has violated Our Acceptable Use Policy, any other applicable policies, terms or conditions any law or regulation or any third party rights. Customer and each User agree that

those actions may include immediate suspension or termination of the Service or use of usernames, passwords, IP or e-mail addresses or URLs, or removal of or restriction of access to content or material that Customer or other Users make available that we believe to be obscene, indecent, offensive, libelous, slanderous or defamatory or in violation of any law, any third party's copyright or privacy, publicity, trademark or other right or any of the policies, terms and conditions applicable to the Service. We may take those actions without notice to Customer or any other User.

Changes to the Service, this Agreement and Our Acceptable Use Policy

Subject to applicable law and express limitations, if any, that Mediacom may agree to in writing at the time of Customer's subscription to the Service, Mediacom may, at any time and periodically:

- Increase, institute new or otherwise change fees and charges for the Service; and
- Modify or replace this Agreement, including Our Acceptable Use Policy, and institute and change or replace other policies and procedures relevant to the Service.

Mediacom will give Customer (on behalf of itself and all other Users) at least ten days' prior notice of any such changes that, in Our good faith judgment, materially adversely affect Customer's rights or obligations under this Agreement or otherwise with respect to the Service, except that shorter advance notice may be given if We believe reasonably and in good faith that We or the Service might be adversely affected if longer notice were given. We will give notice by a posting at <http://www.mymediacom.tv> (or another Web location of which Customer is notified) or via e-mail, postal mail or another appropriate means.

SUBJECT TO APPLICABLE LAW, CONTINUED USE OF THE SERVICE FOLLOWING NOTICE OF SUCH CHANGE SHALL BE DEEMED TO BE CUSTOMER'S AND EACH USER'S ACCEPTANCE OF ANY SUCH MODIFICATION. SUBJECT TO APPLICABLE LAW, IF CUSTOMER DOES NOT AGREE TO ANY SUCH MODIFICATION, CUSTOMER MUST IMMEDIATELY STOP USING THE SERVICE AND NOTIFY MEDIACOM THAT CUSTOMER IS TERMINATING THIS AGREEMENT IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT UNDER THE CAPTION "TERMINATION OF THE SERVICE AND THIS AGREEMENT" BELOW, AND IF ANY OTHER USER DOES NOT AGREE TO ANY SUCH MODIFICATION, HE OR SHE MUST IMMEDIATELY STOP USING THE SERVICE.

Subject to applicable law, we may also, at any time and periodically, without prior notice:

- Change, add to or remove portions of the Service (including content, features, functionality, hours of availability and equipment requirements); and
- Institute and change the features and functionality of the Service and limits and restrictions that affect features and functionality (including changes in upstream or downstream speed, limits on number and storage capacity of e-mail accounts, changes in Web hosting maximums, blocking of access to certain Websites, limits on downloads, institution or changes of traffic prioritization or protocol filtering measures)

SUBJECT TO APPLICABLE LAW, IF CUSTOMER IS DISSATISFIED WITH THE SERVICE AFTER ANY SUCH ACTION, CUSTOMER'S ONLY RIGHT AND REMEDY IS TO TERMINATE THIS AGREEMENT AS STATED UNDER THE CAPTION "TERMINATION OF THE SERVICE AND THIS AGREEMENT" BELOW, AND IF ANY OTHER USER IS DISSATISFIED WITH THE SERVICE AFTER ANY SUCH ACTION, SUCH USER'S ONLY RIGHT AND REMEDY IS TO CEASE USING THE SERVICE.

Certain Service Characteristics

There are certain technological and other characteristics of the Service and the Internet that may create risks for users. These risks are not unique to use of the Service, but also are present in varying degrees with other services that enable Internet access or other electronic communication or information sharing. Some, but not all, of these risks are the following:

The Service Permits Access to Content Users May Find Objectionable; The Internet May Be Used for Fraudulent Purposes. The Service provides access, directly or through the Internet, to the Websites and content and other materials of third parties, some of which may be offensive to Customer, a User or others, may be unsuitable for children or may violate law or protected rights of Customer, a User or others. Not all information obtained on the Internet or through similar resources may be accurate or reliable. Third parties may misuse the Internet and similar resources that are accessed through the Service, including to promote fraudulent schemes or to sell products or services that are misrepresented. Mediacom has no responsibility or liability with respect to the Websites, information, products, services, content or other materials of third parties that are accessed, distributed, provided or advertised through or over the Service. Questions or complaints regarding content or material should be addressed to the content or material provider. Software programs claiming to be capable of restricting access to sexually explicit material on the Internet are commercially available. Mediacom, however, makes no representation or warranty about their effectiveness and it is each User's obligation to determine if they meet his, her or its needs.

Viruses. Software, e-mail or other content or material downloaded or otherwise received through the Service may contain viruses. Mediacom is not obligated to provide any type of software or other system, either hardware or software, to Customer for the purpose of detecting or preventing infection by computer virus or other harmful attacks. It is Customer's or another User's sole responsibility to take appropriate precautions to protect against damage to or destruction of hardware, software, files and data. Mediacom shall have no liability whatsoever for any damage to or loss or destruction of any hardware, software, files or data resulting from any virus, lock, key, bomb, worm, Trojan horse or other harmful feature. Mediacom may, but is not obligated to, run third party virus check software on Customer's computer prior to installing software related to the Service. Mediacom does not represent or warrant that any doing so will detect or correct any or all viruses. Mediacom may, but is not required to, suspend or terminate availability of the Service to Customer if a virus is found to be present on any User's system or in any communications initiated or received by any User through the Service.

Internet Usage Carries Inherent Risks of Access by Third Parties to Users' Data. Technological characteristics of the Internet may create the risk that third parties will gain unauthorized access to a User's computer, files and communications or learn about the User and his, her or its activities. Mediacom is not obligated to provide any type of security system, either hardware or software, to Customer for the purpose of preventing unauthorized access, or infection by computer virus or other harmful attacks. Customer and each User are solely responsible for the security of their computers and connected devices and communications made using the Service. Mediacom is not responsible or liable for the actions of third parties or harm, loss, damage or other consequences to Customer or Users resulting from such actions. Some, but not all, of these risks are the following:

Cookies and Other Tracking Technologies. Accessing certain Websites through the Service may result in the Website operator using "cookies," "clear gifs" or other methods to track all or part of a User's Internet usage. It is the User's responsibility to determine if these methods are used by any Website visited and to prevent or disable them through whatever procedures, if any, that are available.

Eavesdropping. The risk of "eavesdropping" exists on the Internet. This means that other persons may be able to access a User's computer and communications. Any sensitive or confidential information that a User sends is sent at such User's sole risk. Software programs claiming to be capable of encryption are commercially available. Mediacom makes no representation or warranty regarding the effectiveness of such programs.

FTP/HTTP. Certain data transfer protocols, such as FTP (File Transfer Protocol) and HTTP (Hyper Text Transfer Protocol), may allow other Service and Internet users to gain access to the User's computer and stored data. Each User is solely responsible for the security of his, her or its computer and stored data, and any unauthorized access resulting from his, her or its use of such transfer protocols or otherwise.

File and Print Sharing. The Service functions as a Local Area Network. As a result, Service users outside of Customer's Premises may be able to access a User's computer. Additionally, some software may permit third parties across a network such as the Service and the Internet to gain access to a User's computer files. For example, some computer operating systems include file sharing and print sharing capabilities that, when enabled, permit others to gain access to Customer's computer files, even if Customer is not using the Service. Mediacom, therefore, recommends that each User disable file and print sharing and other capabilities that allow others to gain access to the computer being used with the Service, and each User expressly assumes all risks of a failure to do so.

Hacking, Cracking, Identity Theft and Other Security Breaches. Any User's computer or network may be vulnerable to unauthorized access or use by third parties. Examples include practices commonly referred to as "hacking" or "cracking," unauthorized usage of a User's computer, network

or systems, monitoring a User's usage without that User's knowledge or consent, accessing data without permission, probing the security of a User's computer, network or system or engaging in so-called "identity theft," which occurs when another person uses someone else's name, password, IP address or other personal information to take on that person's identity for fraudulent or other unauthorized purposes.

High Risk Activities. The Service is not fail-safe and is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service could lead to severe injury to people, business, property or environment ("High Risk Activities"). Such High Risk Activities may include vital business or personal communications, or activities where absolute accurate data or information is required. Mediacom is not liable for any consequence if the Service is used for High Risk Activities, even if such consequence results from an error or Service interruption or failure We cause.

The Service Relies on Contractors or Suppliers We Do Not Control. Mediacom may use the services, equipment, infrastructure and content of others in providing the Service. While We select third parties We think are reliable, Mediacom is not responsible for the acts or omissions of third parties, including any Service defects or interruptions resulting from the performance or non-performance of the services, equipment or software they supply. In addition, those third parties may impose restrictions or requirements on the use of the components of the Service they provide and obligate Us to condition use of the Service on compliance by Customer and other Users with those restrictions or requirements. Each User shall comply with any such third-party restrictions or requirements that We make part of this Agreement or our Acceptable Use Policy or otherwise make applicable to the Service, and the relevant third party is a beneficiary of such obligation and may enforce it against Users directly. This means such third party may sue and recover damages from Customer or other Users if Customer or any other User fails to comply with such third-party restrictions or requirements.

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Monitoring or Investigating Use of the Service

Mediacom has no obligation to monitor or control content, materials or communications viewed, made or received using the Service. We disclaim any responsibility for any offense or injury arising out of Customer's, any User's or any other person's access to or dissemination of any such content, materials or communications. Customer and each User agree that We or our agents have, to the maximum extent

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Mediacom may ask Customer or any other User to reasonably cooperate with law enforcement authorities or other third parties in their investigations of possible violations of law, terms of usage, copyrights or trademarks or other legal or contractual rights resulting from use of the Service by Customer or other Users. Any User's failure to so cooperate may result in suspension or termination of the Service.

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Time for Asserting Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AND EACH USER AGREES THAT REGARDLESS OF ANY STATUTE OR OTHER LAW TO THE CONTRARY, CUSTOMER OR SUCH USER MUST FILE ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE (EXCEPT WITH RESPECT TO BILLING DISPUTES WHICH ARE SUBJECT TO THE SHORTER TIME LIMITATION SET FORTH ELSEWHERE IN THIS AGREEMENT) WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR SUCH CLAIM OR CAUSE OF ACTION SHALL BE FOREVER BARRED.

Arbitration of Disputes

In order to expedite resolution and control the cost of disputes, any legal or equitable claim (referred to as a "Claim") by Mediacom, Customer or any User that directly or indirectly results from, arises out of or relates to this Agreement or the Service (including any advertising or promotion of the Service) will be resolved as described under this caption. This applies to all such Claims, whether based on contract, common law, constitutional provision, statute, regulation, ordinance, tort (including negligence or fraud or other intentional tort) or any other legal or equitable theory, and whether arising before or after the effective date of this Agreement. The term "Customer/User" means Customer or any User, whomever has a Claim. The fact that any of the following provisions refers to any User other than Customer does not create on the part of any User any right, remedy, claim or cause of action that it otherwise would not have under the express terms of this Agreement or imply that any Mediacom Party has any obligation or liability to any User other than Customer.

Informal Resolution. Mediacom and Customer (for itself of any User) will first try to resolve any Claim informally. Accordingly, except for Claims described under "**Certain Rights Are Not Affected**" below, a formal proceeding may not be commenced for at least 60 days after one party notifies the other of a Claim in writing. If Customer initiates the Claim (for itself of any User), then Customer must send the written notice to General Counsel, Mediacom Communications Corporation, 100 Crystal Run Road, Middletown New York 10941. If Mediacom initiates the Claim, then We will send Customer the notice to Customer's e-mail or postal address on Our account records.

Formal Resolution by Arbitration. Except as provided under "**Certain Rights Are Not Affected**" below, if Mediacom and Customer cannot resolve a Claim informally, the Claim will be resolved only by binding arbitration. The arbitration will be conducted under the procedures and rules stated under this caption and the following applicable rules of the American Arbitration Association (the "AAA") that are in effect at the time the arbitration is initiated (referred to as the 'AAA Rules'):

- For any Claim involving \$10,000 or less, the AAA Consumer Arbitration Rules; or
- For any Claim involving \$10,000 or more, the AAA Commercial Arbitration Rules.

If there is a conflict between the AAA Rules and the rules set forth in this Agreement, the rules set forth in this Agreement will govern. To start arbitration, Mediacom or Customer/User must do the following things:

- Write a demand for arbitration. The demand must include a description of the Claim and the amount of damages sought to be recovered.
- Send three copies of the demand for arbitration plus the appropriate filing fee to: American Arbitration Association, 13455 Noel Road, Suite 1750, Dallas, Texas 75240-6636.
- Send one copy of the demand for arbitration to the other party. For this purpose, any Claim by Mediacom against or involving any User shall be effective if sent to Customer.

If Customer/User fails to contact Mediacom within one year of the date of the occurrence of the event or facts giving rise to a dispute (except with respect to billing disputes which are subject to the shorter time limitation set forth elsewhere in this Agreement), Customer/User waives the right to pursue, in any forum, including arbitration or courts, a claim based upon such event, facts or dispute.

ARBITRATION MEANS THAT CUSTOMER/USER WAIVE CUSTOMER/USER'S RIGHT TO A JURY TRIAL. ARBITRATION MAY ALSO MEAN THAT CUSTOMER/USER'S OR OUR OTHER RIGHTS (INCLUDING "DISCOVERY" RIGHTS AND THE KINDS AND AMOUNTS OF DAMAGES CUSTOMER/USER MAY BE AWARDED) MAY BE MORE LIMITED OR OTHERWISE DIFFERENT FROM THOSE THAT WOULD BE AVAILABLE IN A TRIAL BEFORE A COURT.

Limitation of Available Damages, Including Punitive or Exemplary Damages, and Attorneys' Fees. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF MEDIACOM AND CUSTOMER/USER AGREES THAT THE ARBITRATOR MAY AWARD ONLY DAMAGES SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT WHICH ARE SUPPORTED BY ADMISSIBLE EVIDENCE. THE ARBITRATOR CANNOT AWARD DAMAGES THAT ARE NOT EXPRESSLY AUTHORIZED BY THIS AGREEMENT. THE ARBITRATOR ALSO CANNOT AWARD ATTORNEYS' FEES. EACH OF MEDIACOM AND CUSTOMER/USER WAIVES ANY CLAIM FOR AN AWARD OF DAMAGES OR ATTORNEYS' FEES THAT ARE EXCLUDED UNDER THIS AGREEMENT OR IN EXCESS OF ANY LIMIT CONTAINED IN THIS AGREEMENT. For a statement of the exclusions of and limitations on Mediacom's liability, see the captions "**Exclusions and Limitations of Liability and Remedies**" and "**Disclaimer of Warranties**" above. Notwithstanding the foregoing, should it become necessary to resort to court proceedings to enforce a party's compliance with the dispute resolution and arbitration process set forth herein, and the court requires compliance, then all of the costs and expenses, including reasonable attorneys' fees, incurred by the party requesting such enforcement shall be reimbursed by the non-complying party to the requesting party.

Class Actions are Precluded. All parties to the arbitration must be individually named. To the maximum extent permitted by applicable law, Mediacom and Customer/User agree that there shall be no right or authority for any claims to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported or representative capacity on behalf of the general public (such as a private attorney general), other subscribers, persons similarly situated. CUSTOMER/USER UNDERSTANDS AND ACKNOWLEDGES THAT BY CONSENTING TO SUBMIT CLAIMS TO ARBITRATION PURSUANT TO THIS AGREEMENT, CUSTOMER/USER MAY BE FORFEITING HIS, HER OR ITS RIGHT TO COMMENCE OR SHARE IN ANY AWARDS IN ANY SUCH CLASS, CONSOLIDATED OR REPRESENTATIVE ACTIONS.

Certain Rights Are Not Affected. This Agreement does not prevent either party from seeking interim injunctive relief from a court in order to preserve the status quo or to protect assets until the arbitration has been commenced and the arbitrator has an opportunity to consider the matter of interim relief. This Agreement also does not prevent either party from resorting to court proceedings to enforce a party's compliance with the dispute resolution and arbitration process set forth herein. In addition, either party seeking only equitable remedies involving a breach of obligations relating to ownership or protection of intellectual property rights may seek such remedies in the federal or state courts having jurisdiction over the party against whom that relief is sought. Nothing in this Agreement shall affect Our ability to suspend or terminate Service for non-payment of amounts owed to Mediacom at the time due or otherwise as provided in this Agreement. Furthermore, nothing in this Agreement will prevent Mediacom from bringing an action in a court having jurisdiction over Customer/User in order to collect any unpaid amounts or from seeking to recover its collection costs, including attorneys' fees.

Certain Arbitration Rules and Procedures. Information about the arbitration process and the AAA's Arbitration Rules and its fees are available from the AAA on the Internet at <http://www.adr.org> or by contacting the AAA at the above address. The arbitration will be based on written submissions of the parties and the documents relating to the dispute, unless either party requests that the arbitration be conducted using the AAA's telephone or in-person procedures. Additional charges may apply for these procedures. Any in-person arbitration shall take place at a location that the AAA selects in the state in which Customer's Premises are located. Any arbitration shall remain confidential. Neither Customer/User nor Mediacom may disclose the existence, content or results of any arbitration or award, except as may be required by law, or to confirm and enforce an award.

Both Customer/User and Mediacom have the right to be represented by counsel in arbitration. In conducting the arbitration and making any award, the arbitrator shall be bound by and strictly enforce the terms of this Agreement and may not limit, expand, or otherwise modify its terms. In the arbitration proceeding, the arbitrator must follow the governing law specified below in this Agreement and any award may be challenged if the arbitrator fails to do so. Otherwise, the arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court that has jurisdiction.

Fees and Expenses of Arbitration. Customer/User must pay the applicable AAA filing fee when Customer/ User submit a written request for arbitration to the AAA. The AAA's filing fee and administrative

expenses for a document arbitration will be allocated according to the AAA's Rules, except that for claims of less than \$1,000, Customer/User will only be obligated to pay a filing fee of \$20 and Mediacom will pay all of the AAA's other costs and fees. If Customer/User elects an in-person arbitration process, Customer/User must pay his, her or its share of the higher administrative fee and the additional costs for this process. Unless applicable substantive law mandatorily provides otherwise, each party will pay its own expenses to participate in the arbitration, including attorneys' fees and expenses for witnesses, document production and presentation of evidence. The prevailing party may, however, seek to recover the AAA's fees and the expenses of the arbitrator from the other party.

Customer's or User's Obligation to Indemnify Us

Mediacom's customers (and the persons who use their accounts) are the active parties in using the Service. Misuse of the Service may result in claims by third parties against Mediacom, and We cannot reasonably or practically monitor or control the activities of our customers or their employees who use their accounts to prevent those claims. Customer and each User jointly and severally agree to defend, indemnify and hold harmless the Mediacom Parties and each of them from any and 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: (a) any breach or violation of this Agreement by Customer or such User; (b) if applicable, any breach or violation by any Unit Resident or User through any Unit Resident of any agreement or arrangement with the MDU owner or manager relating to the Service; (c) the use of the Service or the Internet or the placement or transmission of any content, software or other materials on the Internet by Customer or such User; (d) infringement or violation by Customer or such User of any person's property, contractual or other right, including copyright, patent, trade secret, and trademark rights; or (e) any act or omission of Customer or such User or any of his, her or its agents or contractors or any person using the Service through a computer or other device of Customer or such User or whom Customer or such User otherwise permits or allows to access or use the Service or related equipment, software or other items.

Termination of the Service and this Agreement

This Agreement will continue in effect until canceled as provided below. We will automatically renew the Service if Customer subscribes on a periodic basis, including monthly and annual subscriptions, as long as we continue to carry the Service. The following are the only means by which this Agreement may be terminated:

Unless Customer has subscribed for the Service under an annual service commitment or for some other fixed term, Customer may terminate the Service and this Agreement for any reason at any time after the first full calendar month of Customer's subscription to the Service by giving Mediacom at least twenty-four hours advance notice. If Customer has subscribed to the Service under an annual service commitment or for some other fixed term, then Customer's right to terminate shall be governed by the applicable conditions of its commitment. Customer may give notice of termination by calling or

delivering a written termination notice to Customer's Mediacom Customer Support department during normal operating hours. Disconnect and other termination fees and charges may apply if Customer terminates the Service, including if Customer subscribes to the Service for a fixed period of time as part of a promotion or in order to obtain a special rate, any early termination or similar fees and charges specified in Customer's subscription terms. Mediacom will not be required to refund any portion of the monthly charge paid or due for the month in which cancellation occurs.

Mediacom may cease providing the Service to Customer and terminate this Agreement

- Immediately at any time, without prior notice, if Customer or any User fails to comply in full with any term of this Agreement (including Our Acceptable Use Policy) or if Customer fails to comply in full with any of the terms or conditions applicable to any other service that Customer receives from Mediacom or any of its affiliates; or
- For any other reason (whether or not with cause) upon at least ten days' notice to Customer.

If We exercise that right because of a violation of this Agreement by Customer or any User, then Customer may be subject to disconnect, termination or other fees and charges and We may also exercise other rights and remedies. If you are a Unit Resident, then you acknowledge and agree that the Service may be suspended, terminated or interrupted, without liability on the part of Mediacom, if agreement between Mediacom and the owner or manager of the relevant MDU expires or is terminates; if the owner or manager fails to pay Mediacom or otherwise violates its contractual obligations; or otherwise because of acts or omissions of the owner or manager or other circumstances that you do not control.

Customer Obligations Upon Termination

Customer agrees that upon termination of this Agreement:

- Customer must, and must cause all other Users to, immediately cease use of the Service, the Mediacom Equipment and the Software.
- Customer must return to Us the Mediacom Equipment (including the modem if Customer is leasing a modem from Us), by any method reasonably requested by Mediacom, within ten days after termination of the Agreement. Customer must also return all copies of all Software or, if requested by Us, destroy all copies and certify such destruction to Us. Customer will permit Our employees and representatives to access Customer's premises, at an agreed to time during regular business hours, to remove the Mediacom Equipment or such Software.
- Customer must pay in full for any use of the Service, the Equipment and the Software up to the later of the effective date of termination of this Agreement or the date on which the Service has been disconnected, the Mediacom Equipment has been returned to us and the Software has been returned to us or destroyed upon our request. Customer shall also pay in full all other applicable fees and charges.

We may charge Customer the full manufacturer's suggested retail price for a replacement if any such equipment or other item is not returned, is only partially returned, or is returned damaged (ordinary wear and tear excluded) at the end of this Agreement, together with any incidental costs incurred by Us relating to its recovery or replacement. Customer authorizes Us to charge Customer's credit or debit card on file with Mediacom (if applicable) for any such charges.

Any prepaid monthly service fees for Service not received will be refunded or applied to offset termination charges or other fees, charges or amounts Customer owes to Us.

The terms of this Agreement under the following captions will survive any termination of this Agreement indefinitely: Disclaimer of Warranties; Exclusions and Limitations of Liability and Remedies; Arbitration of Disputes; Customer's Obligation to Indemnify Us; Customer Obligations Upon Termination; and Miscellaneous. Customer's payment obligations and all other provisions of this Agreement and other obligations of the parties hereunder which, by the nature or purpose of their terms, would be expected to survive such termination or which relate to the period prior to termination, and any claims, rights and remedies for any violation of this Agreement by Customer or any User, will also survive.

After Service ends, any incoming e-mail sent to canceled accounts will not be bounced back or forwarded to another account. Mediacom reserves the right, upon termination, to delete any content or materials of Customer or any User stored on the servers or devices We use for the Service without further notice, and so Customer and Users should copy those materials to the hard disks of their own computers or other storage devices. In addition, Customer's or any User's right to use the username and IP and e-mail addresses and URLs for Webspace We host will end and revert to Mediacom. Mediacom shall not be required to compensate Customer or any User or have any liability as a result of any of the foregoing.

Export Laws

Customer and each User agree not to transfer, by electronic transmission or otherwise, any content or other materials derived from the Service, Mediacom Equipment or Software to either a foreign national or a foreign destination in violation of any U.S. law that prohibits, restrict or otherwise regulates export and re-export. Customer and each User further agrees not to upload through the Service any data or software in violation of any such law.

Miscellaneous

This Agreement shall be governed by the laws of the State of New York, notwithstanding any other choice of law that would be required under the conflict of law principles of that or any other jurisdiction; however, The Federal Arbitration Act, not state law, shall govern the arbitrability of all disputes between Mediacom and Customer or any User regarding this Agreement and the Service

To the maximum extent permitted by applicable law, Customer, each User and Mediacom agree that the provisions of the Uniform Computer Information Transactions Act, as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this Agreement.

Customer, each User and Mediacom consents to the jurisdiction and venue of AAA office, and the Federal and State courts sitting in or having jurisdiction, within the State in which Customer's Premises are located (and the appellate courts to which judgments of such Federal and State courts may be appealed) with respect to any Claim, dispute or litigation hereunder or relating to the Service.

Customer, each User and Mediacom waives, to the fullest extent permitted by applicable law, any right such person may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement.

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed as nearly as possible to reflect the original intent of the parties and the remainder of the provisions shall remain in full force and effect.

No amendment or modification to this Agreement shall be valid or binding on Us unless we agree to it in writing. Course of conduct or dealing, trade practice or course of performance shall not act to modify any provision of this Agreement. Mediacom's failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any of its rights or remedies. Mediacom's waiver of any right or election of any remedy in one instance will not affect any rights or remedies in another instance. A waiver will be effective against Mediacom only if made in writing and signed by an authorized officer of Mediacom Communications Corporation.

This Agreement is freely assignable by Mediacom to any of its affiliates or any other third party. Mediacom is acting as an independent contractor and shall have exclusive control of the manner and means of performing its obligations. Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee, principal-agent or respondent superior relationship between Mediacom any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the Service, nor impose upon any such person any obligations for any losses, debts or other obligations incurred by the other. No owner or manager of any MDU shall be deemed to be an agent, employee, representative, contractor or subcontractor of Mediacom.

For any inquiries or notices required by Customer or any User in connection with this Agreement or the Service, Customer or such User may contact Mediacom's customer service center at the address and phone number of which are listed on Customer's bill.

Mediacom may deliver any required or desired notice to Customer or any User by posting the notice on the Service, posting the notice on a Website about which Customer has been notified, by sending notice via e-mail or first class U.S. postal mail to Customer's address of record or e-mail address on Mediacom's account records or by any other means stated in this Agreement. Customer and each User agree that any one of the foregoing will constitute sufficient notice. Because Mediacom may periodically notify Customer about important information regarding the Service and the Agreement by such methods, Customer agrees to regularly check his, her or its postal mail, e-mail and all postings on the Service and on any such Website and to notify each User of any such information sent, posted or published by such means or on such Website.

Mediacom shall not be responsible for performance of its obligations hereunder where delayed or hindered by, war, riots, embargos, strikes, interruptions in telecommunications services, acts or omissions of its vendors or suppliers or other third parties, accidents, acts of God, or any other event beyond its control.

This Agreement, as amended or supplemented periodically, constitutes the entire agreement between Mediacom and Customer or any User regarding the Service and supersedes and replaces any and all prior written or oral agreements. The statements made by a Mediacom Party on its Website, in promotional or marketing materials or otherwise than in an express provision of this Agreement are not incorporated into this Agreement, are not representations or warranties and do not create obligations or liability. The terms and conditions of its Agreement shall prevail notwithstanding any different or additional terms and conditions of any purchase order or other form for purchase or payment submitted by Customer

All remedies available to Mediacom under or with respect to this Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The exercise of any suspension or termination right granted to Mediacom in this Agreement shall not result in a breach of this Agreement, and neither such exercise nor any consequence thereof (even if Mediacom was notified or otherwise aware that such consequence would or might result) shall give rise to any claim by or liability to Customer, whether in contract, tort or otherwise.

This Agreement shall be interpreted according to its fair meaning and not strictly for or against either party. All definitions apply equally to the singular and plural forms of the terms defined. The words **"include," "includes"** and **"including"** shall be deemed to be followed by the phrase "without limitation." 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. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. The headings used in this Agreement shall not affect in any way the meaning or interpretation of this Agreement.

If any provision of this Agreement or any policies, terms, conditions or agreements related to the Service states that Mediacom 'may' take or refrain from taking any action or that any action requires the consent, approval or agreement of Mediacom or otherwise gives Mediacom any right, option, election or discretion that is not expressly limited, then the decision as to whether, when and how to take or refrain from taking such action, give or withhold such consent or approval or exercise or refrain from exercising such right, option, election or discretion is within the sole and absolute discretion of Mediacom.

Except as expressly provided in this Agreement, there are no third party beneficiaries of this Agreement. Each Mediacom Party is expressly made a third party beneficiary of the disclaimers, exclusions and limitations of warranties, liabilities and remedies and the indemnification obligations of Customer and other Users contained in this Agreement and, therefore, each is entitled to directly assert and enforce those disclaimers, exclusions and limitations and those indemnification obligations in its, his or her own name and right. In addition, each Third Party Licensor of Software is expressly made a third party beneficiary of the provisions of this Agreement under the caption "**Software that Mediacom or its Suppliers License to Customer**" and, therefore, such Third Party Licensor is entitled to directly assert and enforce those provisions in its own right. This Agreement is between Mediacom and Customer, and does not give any User other than Customer any rights or remedies or create any obligations or liabilities on the part of Mediacom to any User other than Customer; however, in view of the fact that, by its nature, the Service is susceptible to being used by third parties, each User shall be subject to, and by his, her or its use of the Service shall agree to be bound by, the provisions of this Agreement applicable to Users.

Pursuant to California Civil Code Section 1789.3 and California Business and Professions Code Section 17538, residents of California are hereby advised of the following: The Service is provided by the affiliate of Mediacom Communications Corporation whose name, address and phone number are listed on Customer's bills for the Service. Customer may obtain a paper copy of this Agreement or any of the other policies, terms or conditions referred to in this Agreement, and of Our schedule of fees and charges relating to the Service, by making a request to Mediacom at that address. The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in California may be contacted in writing at 400 R. Street, Suite 3090, Sacramento, CA 95814 or by calling 1-800-952-5210.



ACCEPTABLE USE POLICY

The following are policies ("these Policies") for use of the Mediacom Online® 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 "Mediacom," "we," "our" or "us" refers to any company that is controlled by Mediacom Communications Corporation, a Delaware corporation, 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 Mediacom and its customers and the Internet community at large from irresponsible or, in some cases, illegal activities. These Policies provide guidelines and are not meant to be exhaustive. Mediacom reserves the right to prohibit or take action to stop or prevent activities that harm or may harm the Service or Mediacom 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 Mediacom'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 Mediacom'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 Mediacom's network or of the networks with which Mediacom 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. Mediacom 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 Mediacom 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.

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The resale or distribution of the Service or any part of it is not permitted, unless expressly permitted in a written agreement with Mediacom. 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 Mediacom 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.

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

Mediacom 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, Mediacom 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 Webspaces 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, Mediacom 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 Mediacom rights is intended solely to confirm that you agree that Mediacom 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 Mediacom 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 Mediacom 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

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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. Mediacom has established a monthly data consumption threshold of 250 Gigabytes (GB). If your usage exceeds these limitations, Mediacom 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, through 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 Mediacom 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.

Mediacom 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. Mediacom 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

Mediacom 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, Mediacom 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 Mediacom 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 Mediacom 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 Mediacom may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

Mediacom 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 Mediacom 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 Mediacom 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 Mediacom'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, Mediacom 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. Mediacom may also provide versions of the Service with different speed and bandwidth consumption limitations, among other characteristics, subject to applicable Service plans.

Mediacom reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved. During an investigation, Mediacom may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to Mediacom 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, Mediacom is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

The rights of Mediacom 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 Mediacom in its sole discretion. When appropriate in Mediacom's sole judgment, it is Mediacom's preference to give notice so that violations may be addressed voluntarily; however, Mediacom reserves the right and the sole discretion to act without notice. Mediacom 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 Mediacom nor any of its affiliates, licensors, contractors or suppliers shall have any liability for any such responsive actions.

Mediacom 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 Mediacom'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 Mediacom's rights or remedies under law, your applicable Customer and User Agreement or otherwise available. In addition, you agree to reimburse and indemnify Mediacom 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 Mediacom customer should be directed to your local Mediacom cable system at the address and telephone number stated on your bills for the Service. Where possible, include details that would assist Mediacom 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

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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 Mediacom 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 Mediacom 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. Mediacom 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. Mediacom 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. Mediacom is not obligated to provide any type of

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security system, either hardware or software, to subscribers or users for the purpose of preventing unauthorized access. If Mediacom does provide any such hardware or software, it is not responsible or liable if it does not work as intended or is otherwise ineffective. Mediacom, is not responsible or liable if use of any security method, software, tool or other measure that Mediacom 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. Mediacom 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. Mediacom, 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 Mediacom 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, Mediacom 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

Mediacom 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 Mediacom 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

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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 Mediacom 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/online/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.

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 Mediacom cable system at the address and telephone number appearing on the bills for the