



Acceptable Use Policy

For a complete copy of this document, please see
<http://www.rcn.com/internet/agreement.html>.

RCN's dedication to customer service means that RCN strives to maintain an Internet Access Service ("Access Service") that provides RCN customers with an enjoyable Internet experience, and an experience that is free from interference by persons who use the Access Service in an improper or unlawful manner.

RCN's Online Policies address frequently asked questions regarding proper online conduct. These policies include information on: RCN Account Charges; the content of the material that you may find on or through the Access Service; goods and services available online through the Access Service; and procedures for reporting complaints regarding a person's online conduct.

RCN's Online Policies, including the following list of Prohibited/Abusive Activities, are part of your subscriber agreement. Please note that if you engage in any such activities, RCN may suspend or terminate your account. As explained in your subscriber agreement, your use of RCN Internet Access Service must be governed by all applicable laws and regulations, including all applicable local, state, national, and international laws and regulations. In addition to other applicable laws, this includes all laws relating to copyright, trademark, trade secrets, obscenity, defamation, rights of privacy and publicity, false advertising, and fraud.

In addition to such laws and regulations, when using the Access Service you must use your best efforts to avoid interfering with any other person's use and enjoyment of the Access Service. You must also ensure that your use of the Access Service is governed by generally accepted rules of proper Internet conduct.

Please use your best judgment, be respectful of other subscribers, and take the time to review the activities listed below. These activities are not proper Internet conduct and are prohibited activities on the Access Service. Following these rules will ensure that everyone has an enjoyable Access Service experience.

PROHIBITED / ABUSIVE ACTIVITIES

For purposes of the Prohibited/Abusive Activities, the term "content" means information or material of any type capable of being posted or transmitted on or through the Access Service, including material in print, graphic, pictorial audio, or audio-visual form.

When using the Access Service:

- (a) **Defamation.** You agree not to post or transmit any content in violation of any applicable law of libel or defamation in the United States or elsewhere.
- (b) **Fraud.** You agree not to post or transmit any fraudulent content on or through the Access Service. This includes any content that you know or have reason to know is false, and that you intend for others to rely on.
- (c) **False Advertising.** You agree not to post or transmit on or through the Access Service any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.
- (d) **Unsolicited Advertising.** You agree not to post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to other subscribers, individuals, or entities, except in those areas (e.g., classified advertisement areas) that are designated for such a purpose. You further agree not to involve or associate RCN in any way with the posting or transmission of unsolicited advertising, promotional materials, or other forms of solicitation, including but not limited to unsolicited advertisements sent from another service provider advertising an RCN-hosted web page, and unsolicited advertisements sent from another service provider which request that replies be sent to an RCN email address.
- (e) **Copyright Violations.** You agree not to post or transmit on or through the Access Service any content that infringes another person's or entity's copyright in all or any part of the content.
- (f) **Trademark, Service Mark, and Trade Dress Violations.** You agree not to post or transmit on or through the Access Service any content that infringes, dilutes or otherwise violates another person's rights in its trademarks, service marks, trade dress, or other indicia of origin.
- (g) **Trade Secret Violations.** You agree not to post or transmit on or through the Access Service any content that reveals trade secrets or other confidential or proprietary information belonging to another person or other entity.
- (h) **Obscenity.** You agree not to post or transmit any obscene or pornographic content, including, but not limited to, child pornography, on or through the Access Service.
- (i) **Harassment, Threats, and Abuse.** You agree not to use the Access Service to harass, intimidate, threaten, or abuse any person or entity, by any means, including the use of vulgar, hateful, racially or ethnically offensive, sexually harassing, or otherwise objectionable content.

- (j) **False Pretenses.** You agree to not use the Access Service to impersonate any person, including but not limited to, an RCN official or an information provider, guide, or host, or communicate under a false name or a name that you are not entitled or authorized to use in all forms of online communication, including but not limited to, screen names, subscriber profiles, chat dialogue, and message posting.
- (k) **Chain Letters.** You agree to not post or transmit chain letters, or letters or messages that offer a product or service based on the structure of a chain letter, on or through the Access Service.
- (l) **Inappropriate Content.** You agree not to post or transmit on or through the Access Service content that is patently inappropriate material under the circumstances – e.g., content or topics not related to the topics focused on by the participants in a particular news group or mailing list.
- (m) **Scrolling.** You agree not to cause the screen to "scroll" faster than other subscribers or users are able to type to it, or any action to a similar disruptive effect on or through the Access Service.
- (n) **Disruptive Activities.** You agree not to use the Access Service to disrupt the normal flow of online dialogue, or otherwise act in a manner that negatively affects use of the Internet by other subscribers, users, individuals, or entities.
- (o) **Violations of Service Providers' Rules.** You agree to not use the Access Service to violate any operating rule, policy, or guideline of any other online service provider or interactive service.
- (p) **Multiple Access.** You agree that this Agreement is not transferable. You agree not to simultaneously access the Access Service for more than one session at any time.
- (q) **Abuse of RCN Procedures.** You agree not to make false or unverified complaints against any RCN subscriber, or otherwise abuse any of RCN Complaint Response Procedures.
- (r) **Systems Abuse.** You agree not to abuse RCN's system, or any other system accessible through the Internet via RCN, by causing any harm to the system so that it inhibits or negatively impacts the ability of other users to effectively use such system. You further agree not to compromise or attempt to violate security at RCN or elsewhere, including but not limited to, attempted access of any data, server, or account that you are not expressly authorized to access. RCN cable modem service is for residential use only and our network will not support or allow servers of any kind from the home.
- (s) **SPAM.** You agree not to post or cross post, regardless of content, copies of the same message to 20 or more newsgroups.
- (t) **Support Abuse.** You agree not to harass, threaten or abuse authorized representatives of RCN, including but not limited to tech support representatives, customer relations representatives, and sales representatives, or otherwise abuse RCN's support services.
- (u) **Inappropriate software, products, and services.** You agree not to post, transmit, promote, or otherwise make available any software, product or service that is illegal, violates the rights of RCN or a third party, or is designed to violate this Agreement. Such software, products or services include, but are not limited to, programs designed to send unsolicited advertisements (i.e., "spamware"), services which send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs, and programs designed to gain unauthorized access to networks on the Internet.
- (v) **Reselling.** You agree not to resell RCN services or products without an express written agreement with RCN to do so.

For 24-hour customer care, call 1.800.RING.RCN