

## **AMERICABLE ACCEPTABLE USE POLICY FOR HIGH-SPEED INTERNET SERVICES**

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### **Why is Americable providing this Policy to me?**

Americable's goal is to provide our customers with the best residential cable Internet service possible. In order to help accomplish this, Americable has adopted this Acceptable Use Policy (the Policy). This Policy outlines acceptable use of the Americable High-Speed Internet service (the Service). This Policy is in addition to any restrictions contained in the Americable User Agreement for Americable International Internet Services (the Subscriber Agreement) available at <http://americablejapan.net/docs/user-agreement.pdf>. The Frequently Asked Questions (FAQs) at <https://www.americablejapan.net/helpdesk/> include explanations of how Americable implements and applies many of the provisions contained in this Policy.

### **What obligations do I have under this Policy?**

All Americable High-Speed Internet customers and all others who use the Service (the customer, user, you, or your) must comply with this Policy. Your failure to comply with this Policy could result in the suspension or termination of your Service account. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify Americable so that it can close your account.

### **How will I know when Americable changes this Policy and how do I report violations of it?**

Americable may revise this Policy from time to time by posting a new version on the Web site at <http://americablejapan.net/> or any successor URL(s) (the americablejapan.net Web site). Americable will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements or posting information on our americablejapan.net Web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Americable High-Speed Internet Service should read any Americable announcements they receive and regularly visit the americablejapan.net Web site and review this Policy to ensure that their activities conform to the most recent version. You can send questions regarding this Policy to, and report violations of it at, <http://www.americablejapan.net/helpdesk> and click on Submit a Ticket.

### **I. Prohibited Uses and Activities**

#### **What uses and activities does Americable prohibit?**

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

#### **Conduct and information restrictions**

- undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- transmit unsolicited bulk or commercial messages commonly known as spam;
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including spyware) designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- falsify, alter, or remove message headers;
- falsify references to Americable or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, phishing);
- violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;

### **Technical restrictions**

- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- copy, distribute, or sublicense any proprietary software provided in connection with the Service by Americable or any third party, except that you may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software (cracks);
- use or run dedicated, stand-alone equipment or servers from the premises that provide network content or any other services to anyone outside of your Premises local area network (Premises LAN), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- use or run programs from the premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with the Americable Equipment or Service or permit any other person to do the same who is not authorized by Americable;

### **Network and usage restrictions**

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Americable (or Americable supplier) host, server,

backbone network, node or service, or otherwise cause a performance degradation to any Americable (or Americable supplier) facilities used to deliver the Service;

- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal and non-commercial residential use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit);
- connect the Americable Equipment to any computer outside of your Premises;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to crash a host; and accessing and using the Service with anything other than a dynamic Internet Protocol (IP) address that adheres to the dynamic host configuration protocol (DHCP). 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.

## **II. Customer Conduct and Features of the Service**

### **What obligations do I have under this Policy?**

In addition to being responsible for your own compliance with this Policy, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. Americable recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by Americable and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by Americable that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

### **How does Americable address inappropriate content and transmissions?**

Americable reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this Policy, or otherwise harmful to Americable's network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates this Policy. Neither Americable nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions as well as materials available on the Personal Web Pages and Online Storage features) made on the Service. However, Americable and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the Subscriber Agreement, and applicable law.

### **What requirements apply to electronic mail?**

The Service may not be used to communicate or distribute e-mail or other forms of communications in violation of Section I of this Policy. As described below in Section III of this Policy, Americable uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer). Americable is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. Americable is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at Americable's sole discretion. In the event that Americable believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an identifier) on the Service may be

used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Americable (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Americable may at any time reserve any identifiers on the Service for Americable's own purposes. In the event that a Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

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

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

#### **What requirements apply to personal web pages and file storage?**

As part of the Service, Americable provides access to personal Web pages and storage space through the Personal Web Pages and Online Storage features (collectively, the Personal Web Features). You are solely responsible for any information that you or others publish or store on the Personal Web Features. You are also responsible for ensuring that all content made available through the Personal Web Features is appropriate for those who may have access to it. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. Americable reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Section I of this Policy. For purposes of this Policy, material refers to all forms of communications including text, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. Americable may remove or block content contained on your Personal Web Features and terminate your Personal Web Features and/or your use of the Service if we determine that you have violated the terms of this Policy.

### **III. Network Management and Limitations on Data Consumption**

#### **Why does Americable manage its network?**

Americable manages its network with one goal: to deliver the best possible broadband Internet experience to all customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as Americable works to promote the use and enjoyment of the Internet by all of its customers. The company uses reasonable network management practices that are consistent with industry standards. Americable uses tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet. The need to engage in network management is not limited to Americable. In fact, all large Internet service providers manage their networks. Many of them use the same or similar tools that Americable does. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, Americable can deliver the best possible broadband Internet experience to all of its customers.

#### **How does Americable manage its network?**

Americable uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (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 lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that Americable may be required to

implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

### **Are there restrictions on data consumption that apply to the Service?**

The Service is for personal and non-commercial residential use only. Therefore, Americable reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical residential user of the Service as determined by the company in its sole discretion. Americable has established a monthly data consumption threshold per Americable High-Speed Internet account based on the current package offerings below:

Internet Package	Speed (B.E.)*	Old Monthly Data Limit	New Monthly Data Limit	Over Usage Fee
Silver	Up to 30 Mbps	200 GB / Month	300 GB / Month	\$10.00 / 50 GB
Gold	Up to 60 Mbps	300 GB / Month	400 GB / Month	\$10.00 / 50 GB
Platinum	Up to 100 Mbps	350 GB / Month	500 GB / Month	\$10.00 / 50 GB
Diamond	Up to 400 Mbps	Unlimited Data	Unlimited Data	

\*all speeds are "best effort"

Use of the Service in excess of 200GB per month is excessive use and is a violation of the Policy. Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol (FTP), (ii) peer-to-peer applications, and (iii) newsgroups. 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, nor represent (as determined by Americable 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 Americable'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, Americable may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to a version of the Service (such as a commercial grade Internet service, if appropriate) if you wish to continue to use the Service at higher data consumption levels. Americable may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Service plans. Americable's determination of the data consumption for Service accounts is final.

## **IV. Violation of this Acceptable Use Policy**

### **What happens if you violate this Policy?**

Americable reserves the right immediately to suspend or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement.

### **How does Americable enforce this Policy?**

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

Americable prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Americable also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Americable's intervention. However, if the Service is used in a way that Americable or its suppliers, in their sole discretion, believe violates this Policy, Americable or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the

immediate suspension or termination of all or any portion of the Service (including but not limited to newsgroups). Neither Americable nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Americable's exclusive remedies and Americable may take any other legal or technical actions it deems appropriate with or without notice.

Americable reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Americable's servers and network. During an investigation, Americable may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to Americable 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, Americable is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts). The failure of Americable or its suppliers to enforce this Policy, 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.

You agree to indemnify, defend and hold harmless Americable and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your indemnification will survive any termination of the Subscriber Agreement.

#### V. Copyright and Digital Millennium Copyright Act Requirements

##### **What is Americable's DMCA policy?**

Americable is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the DMCA) to report alleged infringements. It is Americable's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Americable, in its sole discretion, believes is infringing these rights. Americable may terminate the Service at any time with or without notice for any affected customer or user.

##### **How do copyright owners report alleged infringements to Americable?**

Copyright owners may report alleged infringements of their works that are stored on the Service or the Personal Web Features by sending Americable's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Americable's receipt of a satisfactory notice of claimed infringement for these works, Americable will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal Web Features or (ii) disable access to the work(s). Americable will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Americable, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

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