



## WELO

### RESIDENTIAL ACCEPTABLE USE POLICY

By subscribing to the residential high-speed internet service of Cogeco US Finance, LLC d/b/a welo ("welo"), you agree not to use the high-speed internet service, welo's website at [www.joinwelo.com](http://www.joinwelo.com), and the subdomains thereof (or its predecessor and successor URLs), together with your My Account page and any other features and functionality available through the website; social media pages; and all welo-branded software applications for any unlawful purpose and to comply with all policies and terms of this Acceptable Use Policy. welo posts this policy on [www.joinwelo.com](http://www.joinwelo.com) (the "Website"). welo may change this policy from time to time without notice to you by posting updated versions on the Website. You and other users of the Internet Service should periodically review the Acceptable Use Policy to conform to the most recent version. Revisions are effective immediately upon posting.

The Acceptable Use Policy, as it may be changed and updated over time, is incorporated into your Residential Subscriber Agreement. If you, and/or any user of your Internet Service, fail to abide by any of the terms of the Acceptable Use Policy, as updated, welo may suspend or terminate the provision of the Internet Service to you as further detailed below in the paragraph entitled "Violation of the Acceptable Use Policy". Additionally, welo reserves the right to charge you for any direct or indirect costs, penalties and any other damages welo may incur in connection with your failure to abide by the Acceptable Use Policy.

**MULTIPLE USERS.** The Internet Service and cable modem welo provides shall be used only by you and by members of your immediate household living with you at the same address. The Residential Subscriber Agreement binds you and all persons who use your Internet Service. You shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Acceptable Use Policy, as it may be updated or changed from time to time.

**SECURITY.** You are responsible for any misuse of your Internet Service, even if the inappropriate activity was committed by a friend, family member, guest, employee, or any other person with access to the Internet Service. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Internet Service, for instance by strictly maintaining the confidentiality of your passwords or by appropriately protecting the use of your computer or any wireless devices you use in connection with the Internet Service. You are solely responsible for the security of any device you choose to connect to the Internet Service, including any data stored on that device. welo recommends against enabling file or printer sharing of any sort and recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate.

**UNLAWFUL USE AND PROHIBITED ACTIVITIES.** The use of the Internet Service for any activity that violates any local, state, federal or international law, order or regulation is a violation of this Acceptable Use Policy. Prohibited activities include, but are not limited to the following:

- posting or disseminating material which is unlawful (such as child pornography or obscene material);
- disseminating material which violates the copyright or other intellectual property rights of others;
- pyramid or other illegal soliciting schemes;
- any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature; and
- destructive activities.

You assume all risks regarding the determination of whether material is in the public domain. You must use the Internet Service in a manner that is ethical and in conformance with prevailing community standards. welo shall have the sole right to determine whether your use violates this standard. Without limiting the generality of the foregoing, prohibited uses include but are not limited to using the Internet Service or any equipment provided to you by welo to directly or indirectly:

- access the Internet via the Internet Service using an IP address other than the dynamic IP address(es) assigned to you by us;



- invade another person's privacy, collect or attempt to collect personal information about third parties without their consent;
- unlawfully use, possess, store, post, transmit or disseminate obscene, profane or pornographic material; post, store, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable; unlawfully promote or incite hatred; post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, gives rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;
- access any other person's computer, computer system, software, data, or any confidential, copyright protected or patent protected material of any other person, without the knowledge and consent of such person;
- use or distribute tools designed or used for compromising security, such as password guessing systems, "packet sniffers" encryption circumvention devices or Trojan Horse programs (Unauthorized port scanning is prohibited);
- upload, post, publish, deface, modify, transmit, reproduce, create derivative works of, or distribute in any way, information, software or other material that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right-holder;
- copy, distribute or sublicense any software welo provides or makes available to you;
- alter, modify or tamper with any cable modem that welo provides or other feature of the Internet Service;
- restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Internet, any cable modem or other feature of the Internet Service, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature; distributing mass or unsolicited e-mail; or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- restrict, inhibit or otherwise interfere with or otherwise disrupt or cause a performance degradation, regardless of intent or knowledge, to the Internet Service, any backbone network nodes or network service used by welo or its suppliers; otherwise restrict, inhibit, disrupt, or impede welo's ability to monitor or deliver any feature of the Internet Service; or create an unusually large burden on welo's network;
- interfere with computer networking or telecommunications service to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure or abuse of operator privileges ("hacking") or attempting to "crash" a host;
- resell the Internet Service, in whole or in part, charge others for the use of the Internet Service, or make available to anyone outside your premises the ability to use the Internet Service (including wireless or other methods of networking) or to use it for anything other than your own personal purposes;
- operate a server in connection with the Internet Service including but not limited to mail, news, file, gopher, telnet, chat, Web, or host configuration servers, multimedia streamers, or multiuser interactive forums or run programs, equipment or servers from your premises to which the Internet Service is provided that provide network content to anyone outside of those premises, commonly known as public services or servers;
- port scan any computer or any other person, without the knowledge and consent of such person, nor use any tools designed to facilitate such scans; or
- transmit unsolicited bulk or commercial messages, or "spam."

Without limiting the foregoing, you agree that you will not use the Internet Service for operation as an Internet service provider, a server site for ftp, telnet, rlogin, e-mail hosting, web hosting or other similar applications and you will not provide any Internet access or any other feature of the Internet Service to any third-party, will not act as an end-point on a nonwelo local or wide area network, and will not use the Internet Service for any commercial or business purpose whatsoever.

**INAPPROPRIATE CONTENT AND TRANSMISSIONS.** welo reserves the right, but not the obligation, 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 offensive, indecent, or



otherwise inappropriate, and regardless of whether this material or its dissemination is unlawful. Neither welo nor any of its suppliers have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmissions) made on the Internet Service. However, welo and its suppliers have the right to monitor these transmissions and postings from time to time for violations of this Acceptable Use Policy and to disclose, block, or remove them in accordance with the Residential Subscriber Agreement and any other applicable agreements and policies.

**ELECTRONIC MAIL.** The Internet Service may not be used to send unsolicited bulk or commercial messages and may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violate this Acceptable Use Policy or the acceptable use policy of any other Internet service provider. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not the e-mail is commercial in nature, are prohibited. Forging, altering, or removing electronic mail headers is prohibited. You may not reference welo or the welo network (e.g. by including "Organization:" in the header or by listing an IP address that belongs to the network) in any unsolicited e-mail even if that e-mail is not sent through the welo network or Internet Service.

welo is 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 welo's sole discretion. In the event that welo believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Internet Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, welo (i) reserves the right to block access to and prevent the use of any such identifier and (ii) may at any time require any subscriber to change his or her identifier. In addition, welo may at any time reserve any identifiers on the Internet Service for its own purposes.

**NEWSGROUPS.** Messages posted to newsgroups must comply with the written charters or frequently asked questions for those newsgroups as well as any other terms and conditions applicable to any particular newsgroups or provider of newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or frequently asked questions explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it. welo reserves the right to discontinue access to any newsgroup at any time for any reason.

**INSTANT MESSAGES AND SOCIAL MEDIA.** You alone are responsible for the contents and the consequences of any instant messages or social media activities. welo assumes no responsibility for the timeliness, delivery or misdelivery, deletion or failure to store instant messages or social media content.

**NETWORK, BANDWIDTH, DATA STORAGE AND OTHER LIMITATIONS.** You must comply with all current bandwidth, data storage, and other limitations on the Internet Service established by welo and its suppliers. In addition, you may only access and use the Internet Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the Internet Service with a static IP address or using any protocol other than DHCP. You may not use the Internet Service in a manner that creates routing patterns that are inconsistent with the effective use of a shared network, as determined by welo in its sole discretion.

In addition, you must ensure that your activities (including, but not limited to, use made by you or others of any personal web features) do not improperly restrict, inhibit, disrupt, degrade, or impede welo's ability to deliver the Internet Service and monitor the Internet Service, backbone, network nodes, and/or network services. Violation of this policy may result in termination of your Internet Service or, at welo's sole discretion, imposition of excessive bandwidth consumption usage charges, as more specifically described in the Residential Subscriber Agreement.

**COPYRIGHT INFRINGEMENT.** welo requires all customers and users of the Internet Service to comply with U.S. copyright and related laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Internet Service (or any part of the Internet 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. welo may terminate the Internet Service provided to any subscriber or user who is either found to infringe third-party copyright or other intellectual property rights, including repeat infringers, or who welo believes in its sole discretion is infringing these rights. welo may terminate the Internet Service at any time with or without notice for any affected subscriber or user. Copyright owners may report alleged infringements of their works that are stored on the Internet Service or a subscriber's or user's web features by sending welo's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon welo's receipt of a satisfactory notice of claimed infringement for these works, welo will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Internet Service or (ii) disable access to the work(s). welo will also notify the affected subscriber or user of the Internet Service of the removal or disabling of access to the work(s). If the affected subscriber or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to welo. Upon welo's receipt of a counter notification that satisfies the requirements of DMCA, welo will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that welo will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Copyright owners may send welo a notification of claimed infringement by mail to report alleged infringements of their works to this address:

DMCA  
welo  
P.O. BOX 690066, Quincy, Massachusetts 02269 [dmca@joinwelo.com](mailto:dmca@joinwelo.com)

Copyright owners may view and print a notification of claimed infringement. Complete the form and return it to welo. welo does not require that you use any specific form, and 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 welo, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If a notification of claimed infringement has been filed against you, you can file a counter notification with welo's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

**VIOLATION OF ACCEPTABLE USE POLICY.** welo does not routinely monitor the activity of Internet Service accounts for violation of this Acceptable Use Policy. However, in welo's efforts to promote good citizenship within the Internet community, welo will respond appropriately if welo becomes aware of inappropriate use of the Internet Service. Although welo has no obligation to monitor the Internet Service and/or the network, welo and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Internet Service; to identify violations of this Acceptable Use Policy; and/or to protect the network, the Internet Service and welo users.

welo prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Internet Service is used in a way that welo or its suppliers, in their sole discretion, believe violate this Acceptable Use Policy, welo or its suppliers may take any responsive actions they deem appropriate. 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 Internet Service. Neither welo nor its affiliates, suppliers, or agents will have any liability for any these responsive actions. The above described actions are not welo's exclusive remedies and welo may take any other legal or technical action it deems appropriate.



welo reserves the right to investigate suspected violations of this Acceptable Use Policy, including the gathering of information from the subscribers or users involved and the complaining party, if any, and examination of material on welo's servers and network and those of welo's suppliers used in delivering service. During an investigation, welo may suspend the account or accounts involved and/or remove or block material that potentially violates this Acceptable Use Policy. You hereby authorize welo and its suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Acceptable Use Policy. This cooperation may include welo providing information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, IP address, and other account information. Upon termination of your account, welo is authorized to delete any files, programs, and e-mail messages associated with your account. The failure of welo or its suppliers to enforce this Acceptable Use 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 Acceptable Use 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.