



**High-Speed Internet Acceptable Use Policy (AUP)  
Updated September 22, 2016**

The High-Speed Internet Service (the “Service”) provided by Thames Valley Communications, Inc. (“TVC”) is for personal and non-commercial residential and professional use only. Therefore, TVC reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical residential or professional user of the Service as determined by the TVC in its sole discretion, or if TVC deems the type of usage is prohibited.

**Usage Limitations**

| Tier of Service                     | Monthly Gigabit maximums |
|-------------------------------------|--------------------------|
| Silver/Value                        | 150G                     |
| Gold/Preferred/Preferred Plus       | 350G                     |
| Platinum/Platinum Plus/Professional | 1000G                    |
| Ultra                               | 2000G                    |
| TVC6                                | 200G                     |
| TVC18                               | 350G                     |
| TVC55                               | 1250G                    |
| TVC105                              | 3000G                    |

TVC needs to ensure that each of its users does not infringe on the usage of other TVC customers. Therefore, TVC has established a monthly data consumption threshold per TVC High-Speed Internet account based on the Internet Tier of Service purchased by the customer.

Use of the Service in excess of these amounts per month is excessive use and is a violation of the Policy. Common activities that may cause excessive data consumption may 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) video streaming (eg Netflix). Each High-Speed Internet account customer (“Customer”) must also ensure that the 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 TVC in its sole discretion) an overly large burden on the network. In addition, each Customer must ensure that your use of the Service does not limit or interfere with TVC's ability to deliver and monitor the Service or any part of its network.

TVC reserves the right to throttle users speeds in cases where they are causing congestion for other users, in addition to suspending or terminating service.

### **Restricted Uses**

TVC has restrictions on the conduct/usage of the service, technical restrictions, and network restrictions.

TVC prohibits customers from using the internet for any unlawful purpose, including but not limited to receiving or sending illegal content, copyrighted data, spam, spyware, bulk messages, falsify messages or aspects of messages, impersonate anyone, or violate the rules of any website accessed.

Technical restrictions include but are not limited to use of anyone else's computer/network/software without their approval, distributing or using tools involved with compromising security or obtaining data from another user, use of any malicious or potentially damaging software, modify or tamper with TVC networks or software, or use or run dedicated stand-alone servers running Public programs such as Web Hosting, email, file sharing or proxy servers.

Network restrictions include but are not limited to using the network as an ISP, any network application which has the effect of impeding on any other TVC users experience or TVC suppliers, using a static IP address (or virtual static IP) unless you have leased the static IP from TVC, reselling the service(s), any participation (knowingly or unknowingly) which affects negatively the network (eg Denial of Service attacks), or use of any non-Internet Protocol ("IP") or dynamic host configuration protocol ("DHCP").

If a Customer's use the Service is in violation of the restrictions, that is a violation of this Policy. In these cases, TVC may, in its sole discretion, suspend or terminate the Service to the Customer. TVC reserves the right immediately to suspend or terminate the Customer's Service account and terminate the Subscriber Agreement if the Customer violates the terms of this Policy or any other TVC policies. TVC's determination of the data consumption for Service accounts is final.

TVC 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 TVC's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. TVC has no obligation to monitor the Service and/or the network. However, TVC 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 TVC users.

TVC may, at its sole discretion, inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. It is TVC's policy to have customers directly resolve any disputes or disagreements they may have with others (eg copyright disputes) without TVC's intervention. However, if the Service is used in a way that TVC or its suppliers, in their sole discretion, believe violates this Policy, TVC 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). TVC nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not TVC's exclusive remedies and TVC may take any other legal or technical actions it deems appropriate with or without notice.

The failure of TVC 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. The Customer agrees 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. TVC reserves the right to modify any and all terms of this agreement in their sole discretion, and notify customers by updating this

document, which can be found on the TVC website. Copies may also be available at TVC offices at 295 Meridian St, Groton, Ct 06340