

OPENBAND ACCEPTABLE USE POLICY

1. General Policy. OpenBand reserves the sole discretion to deny or restrict your Service, or immediately to suspend or terminate your Service, if the use of your Service by you or anyone using it, in our sole discretion, violates the Agreement or other OpenBand policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or the OpenBand network by OpenBand or other users, or violates the terms of this Acceptable Use Policy (AUP).

2. Specific Examples of AUP Violations. The following are examples of conduct which may lead to termination of your Service. Without limiting the general policy in Section 1, it is a violation of the Agreement and this AUP to: (i) access without permission the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of OpenBand or any other entity, or to penetrate the security measures of OpenBand or any other person's computer system, or to attempt any of the foregoing; (ii) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming," "flaming" or denial of service attacks; (iii) intercept, interfere with or redirect email or other transmissions sent by or to others; (iv) introduce viruses, worms, harmful code or Trojan horses on the Internet; (v) post off-topic information on message boards, chat rooms or social networking sites; (vi) engage in conduct that is defamatory, fraudulent, obscene or deceptive; (vii) violate OpenBand's or any third party's copyright, trademark, proprietary or other intellectual property rights; (viii) engage in any conduct harmful to the OpenBand network, the Internet generally or other Internet users; (ix) generate excessive amounts of email or other Internet traffic; (x) use the Service to violate any OpenBand rule, policy or guideline; (xi) use the service in any fashion for the transmission or dissemination of images containing child pornography or in a manner that is obscene, sexually explicit, cruel or racist in nature or which espouses, promotes or incites bigotry, hatred or racism; or (xii) download or use the Service in Cuba, Iran, North Korea, Sudan or Syria, or in destinations that are otherwise controlled or embargoed under U.S. law, as modified from time to time by the Departments of Treasury and Commerce.

3. Copyright Protection Policy. OpenBand respects the intellectual property rights of third parties. Accordingly, you may not store any material or use OpenBand's systems or servers in any manner that constitutes an infringement of third-party intellectual property rights, including under U.S. copyright law.

You understand and agree that OpenBand will send you an alert if possible copyright infringement, such as peer-to-peer video or audio file sharing is detected on your Internet connection so that you, as the account owner, can take steps to prevent any future possible infringement. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is OpenBand policy to suspend or terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe on third-party intellectual property rights, including repeat infringers of copyrights. In addition, OpenBand expressly reserves the right to suspend, terminate or take other interim action regarding the Service of any Subscriber or account holder if OpenBand, in its sole judgment, believes that circumstances relating to an infringement of third-party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights OpenBand may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent or the law, please follow the instructions for contacting OpenBand's designated Copyright Agent:

Designated Agent for DMCA Notices
OpenBand Legal Department
1765 Greensboro Station Place
Suite 100
Tysons, VA 22102
Phone: 703-802-6231
Fax: 703-464-7050

4. Monitoring. OpenBand may, but is not required to, monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement and AUP. You acknowledge that OpenBand shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this Agreement.