



High-Speed Internet Service Acceptable Use Policy

Introduction

It is HiPer Network, LLC intent to provide our customers with the best Internet service possible. In order to accomplish this task, we have adopted this Acceptable Use Policy ("Policy"). This Policy outlines acceptable use of the HiPer Networks High-Speed Internet Service SM (the "Service"), as well as permissible and prohibited conduct for using the Service to access the Internet.

QUESTIONS REGARDING THIS POLICY AND COMPLAINTS OF VIOLATIONS OF IT BY HIPER NETWORKS CUSTOMERS AND USERS CAN BE DIRECTED TO cs@myHiPer.com.

1. **Customer Responsibility:**

It is the responsibility of all HiPer Networks High-Speed Internet customers and all others who have access to HiPer Networks ("customer," "you," or "your "), to comply with this Policy. Failure to comply with this Policy could result in the suspension or termination of your Service. **IF YOU DO NOT AGREE TO COMPLY WITH THIS POLICY, YOU MUST IMMEDIATELY STOP USE OF THE SERVICE AND NOTIFY HIPER NETWORKS SO THAT YOUR ACCOUNT MAY BE CLOSED. HIPER NETWORKS RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THE SERVICE AND ANY APPLICABLE SUBSCRIBER AGREEMENTS OR SERVICE ORDERS IF YOU ENGAGE IN ANY OF THE PROHIBITED ACTIVITIES LISTED IN THIS POLICY OR IF YOU USE THE HIPER NETWORKS EQUIPMENT OR SERVICE IN A WAY WHICH IS CONTRARY TO ANY HIPER NETWORKS POLICIES OR ANY OF HIPER NETWORKS'S SUPPLIERS' POLICIES.** You must strictly adhere to any policy established by another service provider that you access through the Service.

2. **Prohibited Uses and Activities:**

Prohibited uses include, but are not limited to, using the Service, Customer Equipment, or the HiPer Networks Equipment to:

- (i) 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, 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, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation
- (ii) Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful
- (iii) Access any other person's computer or computer system, software, or data without such person's knowledge and consent; breach or circumvent, or attempt to breach or circumvent, the security system of any host, network, server, or user account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a network, server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts
- (iv) Use or distribute tools designed or used for compromising security, such as password

guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, port scanning, network probing, encryption circumvention devices, or Trojan Horse programs; provided, that any port scanning, network probing or other similar network or security tools are permitted when used by you for purposes of securing or optimizing your own network, or if explicitly authorized by the destination host network

- (v) 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 permission of the owner
- (vi) Copy, distribute, or sublicense any software provided by HiPer Networks or any third-party in connection with the Service, except that you may make one copy of each such software program for back-up purposes only
- (vii) Restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of network traffic that impede the ability of other authorized users of the Service to use the Service
- (viii) Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any HiPer Networks (or HiPer Networks supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any HiPer Networks (or HiPer Networks supplier) facilities used to deliver the Service
- (ix) For HiPer Networks residential customers, resell the Service or otherwise make available to anyone outside of your residence the ability to use the Service (e.g., wi-fi, or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis. For HiPer Networks residential customers, the Service is for personal and non-commercial use only and residential customers agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose, or as an end-point on a non-HiPer Networks local area network or wide area network
- (x) For residential subscribers, connect multiple computers to set up a local area network that in any manner would result in a violation of the terms of this Policy or an applicable Service plan
- (xi) Transmit unsolicited bulk or commercial messages or "spam." This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures
- (xii) Send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files to a recipient that disrupts or clogs HiPer Networks network
- (xiii) Distribute programs that remove locks or time-outs built into software (cracks);
- (xiv) For HiPer Networks residential customers, run programs, equipment, computers or servers from your residence that provide network content or any other services to anyone outside of your residence, such as public e-mail, web hosting, file sharing, and proxy services and servers
- (xv) Initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme
- (xvi) Participate in the collection 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
- (xvii) Collect responses from unsolicited messages
 - (xviii) 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
 - (xix) Service, alter, modify, or tamper with the HiPer Networks Equipment or Service or permit any other person to do the same who is not authorized by HiPer Networks
 - (xx) Connect the HiPer Networks Equipment to any computer outside of your premises
 - (xxi) Collect, or attempt to collect, personal information about third parties without their consent
 - (xxii) 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 abuse of operator privileges and attempts to "crash" a host; and/or
 - (xxiii) Violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

3. Security

As a Service customer, it is your responsibility to secure your computer and network equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. 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. You are responsible for any misuse of the Service, even if the misuse was committed without your authorization. Therefore, you must take steps to ensure that others do not use your computer or network to gain unauthorized access to the Service or to use the Service in an unauthorized manner.

4. Inappropriate

Content and Transmissions: HiPer Networks reserves the right (but assumes no obligation), to refuse to transmit or post and to remove or block any data, information, or materials, in whole or in part, that HiPer Networks, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate, and regardless of whether this material or its dissemination is unlawful. Neither HiPer Networks nor any of its affiliates, suppliers, or agents has any obligation to monitor transmissions or postings (including, but not limited to, file transfers, web searches, e-mail sent or received, visits or postings to social media sites, instant message transmissions, etc.) made using the Service. However, HiPer Networks 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 and any other applicable subscriber agreements or service orders.

5. Online Communication

The Service may not be used to send unsolicited bulk or commercial messages and may not be used to collect responses from unsolicited messages sent from accounts on other Internet hosts or e-mail services that violate this Policy or the acceptable use policy of any other Internet service provider. Activities that have the effect of facilitating unsolicited commercial messages or unsolicited bulk messages, whether or not the messages are commercial in nature, are prohibited. Forging, altering, or removing electronic mail headers is prohibited. You may not reference HiPer Networks or the HiPer Networks network in the header or by listing an IP address that belongs to HiPer Networks or the HiPer Networks network in any unsolicited communication even if that communication is not sent through the Service. For subscribers with a HiPer Networks email address, HiPer Networks is not responsible for forwarding e-mail sent to any account that has been suspended or terminated. Any such e-mail will be returned to the sender, ignored, deleted, or stored temporarily at HiPer Networks' s sole discretion. In the event that HiPer Networks believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") using the Service may or is being used for, any misleading,

fraudulent, or other improper or illegal purpose, HiPer Networks.

- (i) reserves the right to block access to and prevent the use of any such identifier, and
- (ii) may at any time require any customer to change his or her identifier. In addition, HiPer Networks may at any time reserve any identifiers on the Service for HiPer Networks own purposes.

6. Personal Web Page and File Storage

This Section applies to subscribers who have a personal web page and storage space through HiPer Networks Personal Web Pages and Online Storage features. You are solely responsible for any information that you or others publish or store on the Personal Web Features. You must ensure that the intended recipient of any content made available through the Personal Web Features is appropriate. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. HiPer Networks reserves the right to remove, block, or refuse to post or store any information, materials, or other content, in whole or in part, that HiPer Networks, in its sole discretion, deem to be offensive, indecent, or otherwise inappropriate regardless of whether the material or its dissemination is unlawful. This includes but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material that violates the privacy rights or property rights of others (copyrights or trademarks, for example). For purposes of this Policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. HiPer Networks 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 HiPer Networks determines that you have violated the terms of this Policy.

7. Network, Bandwidth, Data Storage and Other Limitations

You must comply with all current, applicable bandwidth, data storage, and other limitations on the Service established by HiPer Networks and its suppliers. In addition, unless otherwise provided by your subscriber agreement or service order, you may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the Service with a static IP address or using any protocol other than DHCP unless you are subject to a Service plan or Service order that expressly permits otherwise. You must ensure that your activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of HiPer Networks) an unusually large burden on HiPer Networks network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade, or impede HiPer Networks' ability to deliver the Service and monitor the Service, HiPer Networks network backbone, network nodes, and/or other HiPer Networks network services.

8. Copyright Infringement

HiPer Networks 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 HiPer Networks 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 HiPer Networks believes in its sole discretion is infringing these rights. HiPer Networks may terminate the Service of any such customer or user at any time with or without notice. Copyright owners may report alleged infringements of their works that are committed using the Service by sending HiPer Networks authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon HiPer Networks' receipt of a satisfactory notice of claimed infringement for these works, HiPer Networks will take appropriate action. If the affected customer 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 HiPer Networks. Upon HiPer Networks receipt of a counter notification that satisfies the requirements of DMCA, HiPer Networks 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 HiPer Networks will not be a party to any disputes or lawsuits regarding alleged copyright infringement. Copyright owners may send HiPer Networks a notification of claimed infringement to report alleged infringements

of their works to:

HiPer Networks, LLC
285 Grand Street
Jersey City, New Jersey 07302
Phone: (201) 802-8800
E-mail: cs@myHiPer.com

Copyright owners may use any form of 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 HiPer Networks, 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 HiPer Networks' 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.

9. Violation of Acceptable Use Policy

HiPer Networks does not routinely monitor the activity of Service accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although HiPer Networks has no obligation to monitor use of the Service and/or the network, HiPer Networks and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate the Service; to identify violations of this Policy; and/or to protect HiPer Networks network, the Service and HiPer Networks customers and users. HiPer Networks prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way that HiPer Networks or its suppliers, in their sole discretion, believe violate this Policy, HiPer Networks or its suppliers may take any responsive actions they deem appropriate. These actions may include, but are not limited to, temporary or permanent removal of content, cancellation of online posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. None of HiPer Networks or its affiliates, suppliers, or agents will have any liability for any these responsive actions. These actions are not HiPer Networks exclusive remedies and HiPer Networks may take any other legal or technical action it deems appropriate. HiPer Networks 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 transmitted over HiPer Networks servers, routers and network. During an investigation, HiPer Networks may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize HiPer Networks 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 Policy. This cooperation may include HiPer Networks providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, subscriber name, IP address, information regarding your use of the Service and other account information. Upon termination of your account, HiPer Networks is authorized to delete any files, programs, data, and e-mail messages associated with your account. The failure of HiPer Networks 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 HiPer Networks and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorneys' fees) resulting from you engaging in any of the prohibited activities listed in this Policy or resulting from your violation of this Policy or of any other posted HiPer Networks policy related to use of the Service. Your indemnification obligations will survive any termination of your Service.

10. Service Interruptions; Force Majeure

HiPer Networks has no liability for delays in or interruption to Services, except that if for reasons within HiPer Networks

reasonable control, for more than twenty-four (24) consecutive hours, (i) service on all cable channels is interrupted, (ii) there is a complete failure of the HSD Service or (iii) there is a complete failure of the VoIP Service, HiPer Networks shall give customers a prorated credit for the period of such interruption or failure if the customer request one within 30 days of the interruption or failure. Notwithstanding the above, HiPer Networks shall issue credits for VOD, pay-per-view and pay-per-play events for service problems where a credit request is made within 30 days of the interruption or failure. In no event will HiPer Networks be required to credit the customer an amount in excess of applicable service fees. HiPer Networks shall make any such credit on the next practicable bill for the customers Services. State and local law or regulation may impose other outage credit requirements with respect to some or all of the customer's Services. In such an event, the relevant law or regulation will control. (b)the customer acknowledges that HiPer Networks may conduct maintenance from time to time that may result in interruptions of my Services. (c) HiPer Networks Parties will have no liability, except for the credit as set forth in section 9(a), for interruption of the Services due to circumstances beyond its reasonable control, including acts of God, flood, natural disaster, vandalism, terrorism, regulation or governmental acts, fire, civil disturbance, electrical power outage, computer viruses or worms, strike or weather. (d) HiPer Networks is only obligated to provide the above-referenced credits for loss of HSD Service if HiPer Networks is billing me for the HSD Service at the time of the outage. If my ISP or OLP is billing me, I will look solely to my ISP or OLP, as applicable, for a credit with respect to the HSD Service.



Bandwidth Limitations and Other Important Terms of Use

HiPer Networks offers multiple packages of High-Speed Data (HSD) Service with varying speeds, features and bandwidth usage limitations (not all packages are available in all areas). You must comply with the current terms of use set forth in HiPer Networks Residential Services Subscriber Agreement (“RSSA”), Business Services Subscriber Agreement (“BSSA”) and Acceptable Use Policy (“Policy”) (the RSSA, BSSA and Policy are posted at www.HiPer.network or on an alternative website, if we so notify you, and may be revised by us from time to time) and other terms of use that correspond with the package of HSD Service you selected. In addition to complying with the limitations for specific features, you must ensure that your activities do not improperly restrict, inhibit, or degrade any other user’s use of the HSD Service, nor represent (in HiPer Networks sole judgment) an unusually great burden on our network itself. By way of example, common activities that may cause excessive bandwidth consumption in violation of our terms of use include, but are not limited to, numerous or continuous bulk transfers of files and other high-capacity traffic using

- (i) file transfer protocol,
- (ii) peer-to-peer applications, and
- (iii) newsgroups.

In addition, you must ensure that your use does not improperly restrict, inhibit, disrupt, degrade or impede HiPer Networks ability to deliver the Service and monitor the HSD Service, backbone, network nodes, and/or other network services. Your use of excessive bandwidth as determined by HiPer Networks), may result in the termination or suspension of your HSD Service, or require you to upgrade the HSD Service and/or pay additional fees if you wish to continue to use the HSD Service at higher bandwidth consumption levels.

You understand and agree that the actual throughput rate you may experience at any time will vary based on numerous factors, such as the condition of wiring at your location, computer configurations, Internet and network congestion and management, the time of day at which the HSD Service is used, and the website servers you access, among other factors. Each tier of HSD Service includes an allotment of bandwidth consumption (downstream or downloading and upstream or uploading are aggregated for purposes of determining your consumption) that you may use during each calendar month at no additional charge. You agree that you will pay for additional bandwidth consumed beyond that allotment at the rates posted at www.HiPer.network. Unused bandwidth from your allotment expires at the end of your billing cycle and does not carry over to subsequent billing cycles.

You agree HiPer Networks may change these and other applicable limits or terms of any tiers by amending the prices, aspects and features of the HSD Service set forth at www.HiPer.network at any time and from time to time. Your continued use of the HSD Service will constitute acceptance of any new and revised limits and terms. It is your responsibility to monitor and manage your bandwidth usage.



HiPer. Network Visitor Agreement

By accessing the HiPer Networks website, you agree to be bound by the Terms and Conditions below. If you do not wish to be bound by these Terms and Conditions, you may not access or use the HiPer Networks website. We may change these Terms and Conditions from time to time and at any time without notice to you, by posting such changes on the web site. We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the web site, including, but not limited to, content, features or hours of availability. By using the website following any modifications to the Terms and Conditions, you agree to be bound by any such modifications to the Terms and Conditions. HiPer Networks reserves the right to change information regarding the products or services represented in this web site at any time. HiPer Networks reserves the right to discontinue use of the web site at any time, with or without notice. HiPer Networks has attempted to provide current and accurate information on this web site, however, HiPer Networks makes no representation or warranty about any information provided and all such information is provided "as is" without any warranty of any kind, either express or implied. HiPer Networks makes no warranties or representations, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. HiPer Networks expressly disclaims all liability as to any technical inaccuracies, typographical errors or other errors and omissions contained on this web site. You hereby assume all risk of accessing and/or relying on the information on this web site.

You acknowledge and agree that we have no responsibility for the accuracy or availability of information provided by web sites to which you may link from the site ("linked sites"). links to linked sites are provided as a convenience to you, and do not constitute an endorsement by or association with HiPer Networks of such sites or the content, products, advertising, or other materials presented on such sites. HiPer Networks does not author, edit, or monitor these linked sites. You acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such linked sites.

You agree to defend, indemnify, and hold HiPer Networks and its affiliate and related companies harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of these terms.