

# OPEN INTERNET REFERENCE SHEET

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## **I. In General**

Armstrong complies with the FCC regulations pertaining to open internet (also known as the net neutrality rules). With that goal in mind, Armstrong is providing certain information to You in this summary, which You may find helpful. Some of this information can be found in, or is more fully explained in, the Armstrong Terms and Conditions of Use of Services and Products, (the “Agreement”), which can be found at <http://www.armstrongonewire.com/policies/>, and by which You agree to be bound by subscribing to, using, or paying for the Service(s). A reference has been included in the information below where it may be helpful for You to read the relevant section in the Agreement. The information provided below is merely a summary – You are encouraged to read the Agreement in its entirety. Capitalized terms that are not defined in this Open Internet Reference Sheet are defined in the Agreement.

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## **II. Payment Terms**

### ***A. In General***

Unless You and Armstrong have executed a written agreement to the contrary, the Service(s) are provided to You on a month-to-month basis. You will generally be billed monthly, in advance, for recurring Service Fees. Some non-recurring Service Fees will be billed after Your use of such Service(s). Your first or last bill may be pro-rated if Your installation or disconnection occurs in the middle of a billing cycle. Depending on when in the billing cycle Your installation occurs, Your first bill may include pro-rated charges from the date You began receiving Service(s) as well as the Service Fees for the following month.

If You receive Service(s) under a promotion, You understand that You will be billed the regular Service Fees after the promotional period ends.

You agree to pay all Service Fees as they become due. You acknowledge and agree that You are solely responsible for all charges incurred on Your Account or by or through Your use of the Service(s), including, without limitation, all orders for premium or additional services placed by Persons other than You, (including Persons under the age of 18).

Service Fees may be subject to change, including retroactively, if You or someone else (regardless of whether that someone else was authorized) uses Your residential Service(s) for commercial purposes. In such event, You will be responsible for the difference in Service Fees as it relates to such usage. You will also be responsible for indemnifying

Armstrong for all claims, costs, expenses, penalties, and damages incurred by Armstrong as a result of such misuse (including reasonable attorney's fees).

You agree that Your use of the Service(s) may incur charges in addition to the Service Fees. Such charges may include, but are not limited to, charges for providing a paper billing statement, charges from third parties, which may either be paid by You separately to such third party or may be reflected on the billing statement provided to You by Armstrong for the Service(s). Regardless of how such charges are billed and paid, You are solely responsible for the payment of all third party charges and applicable taxes incurred by You in connection with the use of the Service(s).

Armstrong will determine when to assess Service Fees. Failure to include all or part of such Service Fees in any particular billing statement does not waive Armstrong's ability to include all or any part of such Service Fees in any other billing statement. You will receive a billing statement from Armstrong periodically, in such frequency and in such manner as Armstrong may determine. Amounts reflected on such billing statements as due are to be paid in full no later than the date indicated on such billing statement. If You make partial payments, and if Armstrong accepts such partial payments, Armstrong may apply the payments in any manner to any amounts outstanding. Armstrong's acceptance of a partial payment does not constitute a waiver by Armstrong of the remaining balance.

If You, in good faith, dispute all or a portion of the Service Fees or any other charges identified in Your billing statement, You must still timely pay the undisputed portion of the amount due. You must notify Armstrong of any billing errors or make other requests for credit within (i) sixty (60) days from the date of the Armstrong billing statement containing the disputed charge, or, if You do not receive a billing statement, the date such charge was posted to Your online account, or (ii) the time period required by Law if such time period is greater than sixty (60) days. If You fail to notify Armstrong of such dispute within the time period outlined above, You will have waived any dispute. To the extent You opt out of receiving written billing statements, You acknowledge that You do so for Your own convenience. You also acknowledge that You are solely responsible for monitoring Your account, either online or by contacting customer service, to the same extent as if You received written or electronic monthly billing statements.

Armstrong reserves the right to change its prices and fees at any time, with or without notice to You. If Armstrong chooses to provide notice of a change in prices or fees, such notice may be posted on the Website or another Armstrong owned or controlled website or may be provided to you in hard or soft copy. Not all fees apply to all services comprising the Service(s). Pricing information for the Service(s) can be found at <http://www.armstrongonewire.com/>.

Upon termination of the Service(s) and return of all Armstrong Equipment undamaged, (normal wear and tear excluded), You will be credited on a pro-rata basis for any monthly

Service Fees prepaid and unused. See the Agreement section entitled Termination for more details.

If the Service(s) are disconnected for nonpayment, You may be required to pay a reconnect fee in addition to all past due charges before the Service(s) are reconnected.

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### ***B. Payment Method***

You will pay Armstrong in immediately available funds using one or more payment methods that Armstrong may offer from time to time. Armstrong may change the acceptable methods of payment from time to time.

If Armstrong does not receive timely payment, You agree to pay all amounts due, including any late charges which Armstrong may impose, upon demand. See the Agreement section entitled Payment Default for further details.

You are solely responsible for protecting the security of Your personal information which You provide to any third parties in connection with payment transactions.

If You pay by credit card or through any other third party, including, but not limited to, CheckFree or ACI Worldwide, Inc., Your payment will be governed by the card issuer agreement for that card or other agreement relating to the third party service, and You must refer to that agreement for Your rights and liabilities.

If You make payment(s) by check, You authorize Armstrong to collect Your check electronically. If Your check is returned for non-sufficient funds, if permitted by Law or any applicable Tariff or other regulatory process, Armstrong may charge You \$25. You may not amend or modify the Agreement with any restrictive endorsements (such as “paid in full”), releases, or other statements written, typed on, or accompanying checks or other payments accepted by Armstrong; any such notations will have no legal effect.

Armstrong contracts with a third party vendor to provide its Electronic Payment Program. See the Agreement section entitled Electronic Payment Program for more details.

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### ***C. Payment Default***

Armstrong does not extend credit to its customers and expects You to pay for the Service(s) in a timely manner. Any late fee or other fee, charge, or assessment that Armstrong may impose due to Your failure to pay Your bill in a timely manner is liquidated damages intended to be a reasonable estimate of Armstrong's costs resulting from late payments or non-payments.

In addition to the other remedies provided for in the Agreement or under law or equity, if You fail to pay any amount due to Armstrong or if any such payment is not in accordance with the terms of the Agreement, Armstrong may do any or all of the following:

- Suspend Your Service(s), without liability or penalty, until You pay all amounts due. Upon Armstrong's receipt of such payment and any other fees or charges assessed for the reconnection of the Service(s), the Service(s) will be restored within five (5) business days; and / or
- Charge You a set fee as permitted by Law and in accordance with Armstrong's then current list of prices and penalties.

In addition to all other sums payable under the Agreement, You will reimburse Armstrong for the reasonable costs and expenses incurred by Armstrong in connection with all actions taken to enforce collection or to preserve and protect Armstrong's rights under the Agreement, whether by legal proceedings or otherwise, including, without limitation, reasonable attorneys' fees, court costs, collection agency fees, and other expenses.

In the event that any balance is more than ninety (90) days in arrears, or in the event that You are more than thirty (30) days in arrears more than three (3) times in any twelve (12) month period, Armstrong will be entitled to (i) terminate the Agreement and the provision of the Service(s) immediately upon notice to You, in which case any and all monies that are due to Armstrong for the balance of the then-current term will become immediately due and payable and Armstrong will be entitled to collect such sum, and / or (ii) pursue any other remedies which may be available to it under law or equity. Remedies herein provided are cumulative and not exclusive of any other remedy provided by law.

See the [Agreement](#) for further details. Scroll through the table of contents and click on the section entitled "Payment Default."

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## **II. Prohibited Uses of the Services; Acceptable Use Policy**

### ***A. In General***

You will not use the Armstrong Equipment or the Service(s), directly or indirectly, for any unlawful purpose. Use of the Armstrong Equipment or Service(s) in violation of any Law is strictly prohibited.

You will not, and You will not permit any other Person to,

- Service, alter, modify, or tamper with the Armstrong Equipment or Service(s) (other than an Armstrong employee or authorized agent);
- Restrict, inhibit, or otherwise interfere with the ability of any other Armstrong customer or other authorized Person to use or enjoy the Armstrong equipment or service(s) which they are entitled to use or enjoy;
- Knowingly disrupt the Service(s) or the service(s) provided to other Armstrong customers or other authorized Persons; or
- Resell or redistribute the Service(s) or otherwise charge others to use the Service(s), in whole or in part, directly or indirectly, on a bundled or unbundled basis. The limitation on resale or redistribution of access includes, but is not limited to, use of the internet service for operation as an internet service provider or other hosting applications such as the provision of email, FTP, Telnet, Rlogin, email hosting, web hosting or other similar access, regardless of whether such use is for personal use or for use by any business enterprise. The foregoing restriction will not apply to You if, and to the extent that, You and Armstrong have entered into a Reseller Agreement or a Commercial Service Agreement that permits You to resell or redistribute the Service(s).

You acknowledge that You agreed to the Agreement on behalf of all Persons that use the Armstrong Equipment and / or the Service(s) through any Customer Equipment or Your Account. You have the sole responsibility for ensuring that all such other users understand and comply with the terms of the Agreement. You further acknowledge and agree that You are solely responsible and liable for any and all breaches of the Agreement, whether such breach is the result of the use of the Service(s) and / or Armstrong Equipment by You or by any other user of Your Account or the Customer Equipment.



Armstrong has the right, but not the obligation, to monitor and / or investigate any violation or alleged violation of the Agreement and to take any steps it deems necessary or desirable to prevent violations of the Agreement from occurring or continuing.

See the [Agreement](#) for further details on prohibited uses. Scroll through the table of contents and click on the section entitled “Prohibited Uses of the Service(s) and Armstrong Equipment.”

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### ***B. If You Are a Commercial Customer***

The Service(s) are for Your business use only and are to be used solely in Your business enterprise and not in any Private Residence. You acknowledge that certain features of the Service(s) that are available to residential customers are not available to You.

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### ***C. If You Are a Residential Customer***

The Service(s) are for Your personal, non-commercial use only and are to be used solely in a Private Residence and not in a commercial setting. You expressly agree that any programming provided with the Service(s) will be utilized solely for Your personal, non-commercial use and will not be duplicated except as may be permitted by applicable Law and with Armstrong’s prior written approval.

Any commercial use of the Service(s) is strictly prohibited and, in addition to all Service Fees, Armstrong may charge You for making commercial use of the Service(s). In addition, Armstrong may suspend or terminate Your Service(s). You will be responsible for indemnifying and holding Armstrong harmless from any and all claims, fees, penalties, expenses, or other charges incurred by Armstrong as a result of Your prohibited use of the Service(s) (including reasonable attorney’s fees).

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## ***D. No Unauthorized Devices***

You agree that You will not attach, or permit any other Person to attach, any unauthorized device to Armstrong's network, the Armstrong Equipment, or the Service(s). You further agree that You will not attach, or permit any other Person to attach, any equipment or device to Armstrong's network, the Armstrong Equipment, or the Service(s) which impairs the integrity of the network, degrades the network's signal quality or strength, or creates signal leakage. If You engage in any of the above activities, Armstrong may terminate Your Service(s) and You will indemnify Armstrong for any liability, damages, or costs (including attorney's fees and disbursements) incurred by Armstrong as a result of such unauthorized or interfering attachments.

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## ***E. Acceptable Use Policy***

### ***1. In General***

The Acceptable Use Policy is part of the Agreement and governs Your use of the Service(s). The information provided about the Acceptable Use Policy is a summary.

You can find further information in the [Agreement](#). Scroll through the table of contents and click on the section entitled "Acceptable Use Policy."

This Acceptable Use Policy is designed to help protect the Service(s), Armstrong's customers, and other users of similar services from irresponsible or illegal activities.

Armstrong may immediately terminate the Agreement and the Service(s) if You engage in any of the activities prohibited by this Acceptable Use Policy. You agree to indemnify and hold harmless Armstrong against any and all claims and expenses (including reasonable attorney's fees) resulting from Your, or anyone with access to Your Service(s), engaging in any of the prohibited activities or violating any applicable Laws.

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### ***2. Objectionable Content***

You acknowledge that some portions of the Service(s) may be used to view or transmit content that You may find offensive, objectionable, or inappropriate for viewing by other Persons, such as adult images and other material that may be sexually explicit, obscene, offensive, or otherwise unsuitable for minors under the age of 18 or any other Persons or

materials that may violate laws, rules, or regulations or that may violate Your protected rights or the rights of others. ARMSTRONG ASSUMES NO RESPONSIBILITY FOR THIS CONTENT OR MATERIAL and, if You or another Person using Your Service(s) accesses such material You or the other Person does so at Your / his / her / its own risk. You agree that the supervision of use of the Service(s) by any Person, including a minor, is Your responsibility and that Armstrong is not responsible for access by You or any other users to objectionable or offensive content. ARMSTRONG WILL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY YOU OR ANOTHER PERSON. Questions or complaints about such content should be addressed to the content provider.

Armstrong provides certain features that allow You to limit access to certain kinds of content. If You would like to know about such features or have questions about applying such features, please call an Armstrong customer service representative for assistance.

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### 3. End Users

You are responsible for any misuse of the Service(s), whether by authorized or unauthorized end users. Therefore, You must take steps to ensure that others do not gain unauthorized access to the Service(s). You are solely responsible for the security of: (i) any device You choose to connect to the Service(s), including any data stored or shared on that device; and (ii) any access point to the Service(s).

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### 4. No Tampering or Interference

You will not, and You will not permit others to, restrict, inhibit, or otherwise interfere with, the ability of any other Person to use or enjoy the Armstrong Equipment or the Service(s).

You will not, and You will not permit others to, provide network services to others via the Service(s).

You will not, and You will not permit others to, permit the connection of the internet Service and any Armstrong Equipment to any computer or other internet-ready device located outside of the Premises.

You will not, and You will not permit others to, service, alter, modify, tamper with, disassemble, or reverse engineer, to the extent applicable, the Armstrong Equipment or

any Service(s) or permit any other Person who is not authorized by Armstrong to do the same and then, only to the extent so authorized in writing.

#### 5. *No Illegal, Fraudulent, or Deceptive Use*

You will not, and You will not permit others to, use the Armstrong Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, transmission or storage of any information, data, or material in violation of any Law, or to engage in any conduct that may constitute a criminal offense or give rise to civil liability, or could otherwise violate a local, state, federal, or international law, order, or regulation.

You will not, and You will not permit others to, use the Service(s)

- To violate any applicable Law, nor any applicable regulations, orders, or similar authorities (including, but not limited to, the Children’s Online Privacy Protection Act);
- To undertake any conduct that may give rise to civil or criminal liability; or
- For any other improper purpose.

For purposes of illustration and in no way limiting the foregoing, You will not, and You will not permit others to, use the Service(s) to commit a crime, act of terrorism, fraud, or deception, or to plan, encourage, or help others to commit a crime, act of terrorism, fraud, or deception.

You will not, and You will not permit others to, post or transmit any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations.

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#### 6. *No Intellectual Property Infringement*

You will not, and You will not permit others to, use the Service(s) to send or receive any information which infringes, dilutes, misappropriates, or otherwise violates the patents, trademarks, copyrights, trade secrets, or proprietary rights of any other Person, including, without limitation, those of Armstrong. This includes, but is not limited to, digitization of music, movies, photographs, or other copyrighted materials or software.

You will not, and You will not permit others to, upload, post, publish, transmit, reproduce, create derivative work from, disassemble, reverse engineer, or distribute in

any way, information, software, or other material, which is protected by copyright or other proprietary right, without obtaining the permission of the owner.

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7. *No Unsolicited Advertising; No Telemarketing; No Harvesting*

You will not, and You will not permit others to, use the Service(s) to post or transmit any unsolicited advertising, promotional materials, or other forms of solicitation to any Person except in those areas and on those websites that are designated for such a purpose.

You will not, and You will not permit others to, use the Service(s) to participate in the collection of large numbers of email addresses, screen names, or other user information (without such user's prior consent), or participate in any other action or activity which could constitute spidering or harvesting. You will not, and You will not permit others to, use the Service(s) to use software, including spyware, which facilitates such activities.

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8. *No Threats, Harassment, or Objectionable Material*

Except in each case to the extent permitted by applicable Law, You will not, and You will not permit others to, use the Service(s) to transmit or receive any material that threatens or encourages bodily harm or destruction of property, which harasses, abuses, defames, libels, slanders, or invades the privacy of any other Person, which is obscene, indecent, pornographic, sadistic, cruel, racist in content, or of a sexually explicit or graphic nature, or which espouses, promotes, or incites bigotry, hatred, or racism or is otherwise unlawful.

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9. *No Harm to Minors and Other Third Parties*

You will not, and You will not permit others to, use the Service(s) to harm or attempt to harm a minor (any person under the age of 18) or other third-party, which may include, but is not limited to, using the Service(s) to send or receive pornographic, obscene, or profane materials.

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## 10. No Hacking

You will not, and You will not permit others to, use the Service(s) to access the computers, accounts, equipment, systems, networks, software, or data of others or to attempt to penetrate security measures of the Service(s)' systems or the systems of another Person or to cause a disruption of the Service(s) to another Person without the knowledge and consent of such Person. You will not, and You will not permit others to, use tools designed for compromising security of the Service(s)' systems, such as password-guessing programs, cracking tools, packet sniffers, or network probing tools. You will not, and You will not permit others to, access or attempt to access any other Person's computer, software, or data without the knowledge and consent of such Person. You will not, and You will not permit others to, gain access, or attempt to gain access, to the private systems or data of Armstrong or any third party without the prior consent of Armstrong or the third party, as applicable.

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## 11. No System Disruption

You will not, and You will not permit others to, use the Service(s) to disrupt any services or equipment of Armstrong or other Armstrong customers.

You will not, and You will not permit others to, use the Service(s) to disrupt any other services, including but not limited to the services of internet service providers through including, without limitation, posting or transmitting any information or software that contains a virus or other malware or generating levels of traffic sufficient to impede others' ability to send or retrieve information including, without limitation, email bombing, news bombing, or the use of mass mailing programs. For the avoidance of doubt, email bombing constitutes sending more than ten (10) similar messages to the same email address and news bombing constitutes sending more than 5Mb of data to a newsgroup.

You will not, and You will not permit others to, subscribe to any email list or service on behalf of a third party without that third party's consent.

You will not, and You will not permit others to, disrupt or interfere with the normal operation of Armstrong's systems, networks, or activities in any way that adversely affects the ability of other Persons or systems to use Armstrong's services or the internet, including, but not limited to, (i) denial of service attacks, (ii) flooding of networks, (iii) attempts to overload a service, and (iv) attempts to cause system crashes. You will not

use any unauthorized program to connect to any internet relay chat service, including, but not limited to, IRC bots or clonebots.

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12. No Impersonation or Forgery; No Changes to Internet Protocol

You will not, and You will not permit others to, impersonate, nor allow others to impersonate, another user, falsify Your or another's user name, account number, company name, age, or identity in connection with the use of the Service(s) or engage in any similar fraudulent activity, such as phishing. You will not, and You will not permit others to, forge any communication originating or passing through any medium made available by the Service(s), including, but not limited to, the falsification, alteration, or removal of message headers.

You will not, and You will not permit others to, access and / or use the Service(s) with anything other than a dynamic internet protocol (IP) address that adheres to the dynamic host configuration protocol (DHCP). You will not, and You will not permit others to, configure the Service(s) or any Armstrong Equipment, Customer Equipment, or other equipment to access or use a static IP address or use any protocol other than DHCP unless You subscribe to a Service that expressly permits You to do so.

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13. No Equipment Tampering; No Software Distribution

You will not, and You will not permit others to, service, alter, modify, or tamper with any Armstrong Equipment or Service(s) or permit any other Person to do the same without Armstrong's prior authorization.

You will not, and You will not permit others to, copy, distribute, or sublicense any proprietary software provided in connection with the Service(s) by Armstrong or any third party (with the exception of one copy for back-up / disaster recovery purposes).

You will not, and You will not permit others to, distribute software programs that make unauthorized changes to other software (e.g. cracking).

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#### 14. No Spamming or Similar Activities

You will not, and You will not permit others to, use the Service(s) to send unsolicited messages or materials, bulk email, or other forms of solicitation to ten (10) or more destinations, or any series of unsolicited electronic messages to a single destination (either of which will be deemed to be spamming). Armstrong reserves the right to determine whether any such posting or transmission constitutes unsolicited messages or materials and may limit, delay, not deliver, block, filter, or delete excessive emails or emails with an excessive number of recipients or large attachments. This prohibition against spamming is designed to maintain the quality of the Service(s) for all customers. You are responsible for maintaining confirmed opt-in records and must provide them to Armstrong upon request. The term “opt-in” means that a recipient has signed up for mailings voluntarily. You will not, and You will not permit others to, use the Service(s) for purposes similar to spamming, such as flaming or denial or distributed denial of service attacks.

You will not, and You will not permit others to, use the Service(s) to collect responses from unsolicited bulk messages.

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#### 15. No Abuse of Newsgroups and Compliance with Third Party Policies

You will not, and You will not permit others to, post a similar item to more than six (6) newsgroups or mailing lists. You will not, and You will not permit others to, post or transmit any private, third party email to any newsgroup or mailing list without the explicit approval of the sender. If You use the Service(s) to access chat areas, bulletin boards, USENET, or other services which promulgate rules, guidelines, or agreements governing the use of such services, You must adhere to such rules, guidelines, or agreements.

You will not, and You will not permit others to, install auto-responders, cancel bots, or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net newsgroups or email use by others. You will not, and You will not permit others to, engage in any of the above activities using the service of another provider but channeling such activities through an Armstrong account or a re-mailer, or using an Armstrong account as a mail draft for responses.

Armstrong reserves the right to discontinue access to any USENET newsgroup at any time for any reason.

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### 16. No Excessive Use of Bandwidth

You will not, and You will not permit others to, use an excessive amount of bandwidth over any network infrastructure for internet access or other functions using public network resources. Excessive usage may negatively impact the services provided to You and to other customers and places a heavy burden on Armstrong's network, especially during peak usage hours.

Your bandwidth usage will be considered excessive if it exceeds the limits outlined in the section of the Agreement entitled Bandwidth Usage Limits.

Armstrong may investigate any bandwidth usage to determine whether such usage is in violation of the Agreement and therefore subject to suspension or termination.

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### 17. No Viruses

You will not, and You will not permit others to, use the Service(s) to transmit computer viruses, worms, Trojan horses, or other harmful software programs. You will use standard practices to prevent the transmission of such viruses or other harmful software.

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### 18. No Multiple Access

You may not maintain more than one simultaneous connection to each service comprising the Service(s), to an internet relay chat group, or to a newsgroup. At no time can there be simultaneous use of the same username and password combination. You will not use software or any device that would allow Your Account to stay logged on while you are not actively using the Service(s) or use the Account for the purpose of operating a server of any type.

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### **III. Copyright and Trademark**

#### ***A. Armstrong's Copyrights and Trademarks***

All documents and information posted to the Website or by Armstrong on any website owned or controlled by Armstrong are copyrighted materials of Armstrong. Such documents and information may not, under any circumstances, be resold or redistributed for any kind of compensation without the prior written consent of Armstrong. Requests for permission to reproduce or redistribute materials should be sent to [info@zoominternet.net](mailto:info@zoominternet.net).

The ARMSTRONG name and logo and all related product and service names, design marks, and slogans are the trademarks, service marks, or registered trademarks of Armstrong. You may not use any trademark or service mark owned by Armstrong without the prior written consent of Armstrong. All other products, trademarks, and service marks contained on websites owned or controlled by Armstrong are the products, trademarks, or service marks of their respective owners. You may not use any such other trademarks or service marks without the prior written consent of such mark's owner.

You may not "frame," or otherwise incorporate into another website or service, any of the content of the Website or any other website owned or controlled by Armstrong or any other intellectual property of Armstrong without Armstrong's prior written consent.

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#### ***B. Digital Millennium Copyright Act***

Armstrong complies with the Digital Millennium Copyright Act and the Online Copyright Infringement Liability Limitation Act. As required by OCILLA, Armstrong has a policy that reserves its right to suspend and / or terminate services to subscribers who repeatedly infringe copyrights. In the event that Armstrong receives a determination that any subscriber or account holder has infringed another's copyright through the use of Armstrong's system or network, Armstrong reserves the right to suspend and / or terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber.

Armstrong accommodates, and does not interfere with, standard technical measures to identify and protect copyrighted works, subject to the limitations of the DMCA and OCILLA. Such accommodation and non-interference is in accordance with reasonable network management procedures.

Notices related to claimed copyright infringements should be directed to the following designated agent:

Copyright Team  
Armstrong Utilities, Inc.  
437 North Main Street  
Butler, Pennsylvania 16001  
1-855-357-3215  
[dmca\\_notice@agoc.com](mailto:dmca_notice@agoc.com)

Under the DMCA, anyone who knowingly makes a misrepresentation regarding alleged copyright infringement may be liable to Armstrong, the alleged infringer, and the affected copyright owner for any damage incurred in connection with the misrepresentation.

Many copyright infringement notices encourage the subscriber to contact the copyright holder (or the copyright holder's agent) to discuss the alleged copyright infringement in order to come to a resolution or settlement. Armstrong does not write these notices or participate in the settlement. Armstrong has no relationship with the copyright holder (or the copyright holder's agent). Armstrong has no insight into the legitimacy of any infringement notice or the legitimacy of any settlement offer or other resolution and cannot answer questions about the notice or any such offer. If You receive a notice or infringement or an offer to settle, You are free to contact the copyright holder (or the copyright holder's agent) if You so choose. Armstrong cannot contact the copyright holder (or the copyright holder's agent) for You.

It is not uncommon for a subscriber to receive a copyright infringement notice for activities that the subscriber may not know took place. These activities can take place due to a virus or other malware, an unsecured network, or an unauthorized user. Note that You are responsible for all activities that occur with the use of Your Service(s). If You receive a copyright infringement notice for an activity that You did not know took place, Armstrong encourages You to use a virus detection program, engage a computer security professional, or take any other measure(s) that You may deem appropriate in order to secure Your computer and other Customer Equipment and the Armstrong Equipment.

If You receive a notice of copyright infringement and you believe in good faith that the notification is a misrepresentation, You can file a counter-notification that complies with the requirements of the DMCA. Counter-notices should be directed to the following designated agent:

Copyright Team  
Armstrong Utilities, Inc.  
437 North Main Street

Butler, Pennsylvania 16001  
1-855-857-3215  
[dmca\\_notice@agoc.com](mailto:dmca_notice@agoc.com)

In all events, You agree that Armstrong will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

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### ***C. Materials that You Publish***

Armstrong does not claim any ownership of any material that You publish, transmit, or distribute using the Service(s). By using the Service(s) to publish, transmit, or distribute material, You represent and warrant that the material complies with the provisions of this Agreement. You acknowledge that material that You publish, transmit, or distribute may be copied, republished, retransmitted, or redistributed by third parties and You agree to indemnify, defend, and hold harmless Armstrong for any harm resulting from these actions.

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## **IV. Privacy Policy**

### ***A. In General***

The Privacy Policy is part of the Agreement and governs Your use of the Service(s). The information provided about the Privacy Policy is a summary.

You can find further information in the [Agreement](#). Scroll through the table of contents and click on the section entitled “Privacy Policy.”

Armstrong has a firm commitment to privacy. The Privacy Policy was created to help You understand what kind of information Armstrong collects as well as how Armstrong collects and uses Your personal information. Except as otherwise set forth herein, the following limitations apply independently to each of the services that constitute the Service(s).

As a cable operator, Armstrong is subject to certain federal and state laws, rules, and regulations regarding the storage, usage, and disclosure of Customer Information. Section 631 of the Cable Act requires Armstrong to provide certain notices to its customers at the time a customer enters into an agreement with Armstrong to provide any cable or other service, and at least once a year during each year that such customer subscribes to such services from Armstrong. Such notices must include the following:

- The nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;
- The nature, frequency, and purpose of any disclosure which may be made of such information, including an identification of the types of person to whom the disclosure may be made;
- The period during which such information will be maintained by the cable operator;
- The times and places at which the subscriber may have access to such information;
- The limitations provided by this section with respect to the collection and disclosure of information by a cable operator and the right of the subscriber under subsections (f) and (h) of Section 631 of the Cable Act to enforce such limitations.

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### ***B. Information That Armstrong May Collect and Maintain***

Armstrong may collect and maintain the following Customer Information regarding You and Your use of the Service(s):

- Your name, address(es), telephone number(s), email address(es), and other identifying information;
- Billing records concerning payment of the Service Fees and other applicable charges, which may include credit card or bank account information;
- Records of reported trouble or communication with respect to the Service(s) or Armstrong Equipment;
- Letters or other correspondence received from You;
- Records of IP addresses that may be assigned to equipment connected to Your Service(s) from time to time;
- Call detail records;

- Records necessary to provide the Service(s) to You, such as the information necessary to provide an on-demand program and to bill You for such program, if applicable;
- Information regarding Your use of bandwidth, both uploading and downloading, which is necessary for Armstrong to manage its network, including management of congestion.

If You subscribe to cable services, the Cable Act prohibits Armstrong from using the Service(s) to collect personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned, except for such information as is necessary to render cable service or other service provided by Armstrong to the subscriber or to detect the unauthorized reception of the Service(s). Armstrong may electronically test any system from time to time to determine whether You are being properly billed for the Service(s) that You are receiving.

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### ***C. Uses for Customer Information; Disclosure of Customer Information***

Customer Information is used to provide the Service(s) and collect Service Fees or other charges owed.

Armstrong will not intentionally disclose Customer Information except:

- To the extent necessary to conduct Armstrong's business, including (i) the provision of the Service(s) to You, including billing, maintenance or other service calls, marketing of new products that might interest you, and network management, and (ii) the collection of unpaid Service Fees or other charges, in which case it might be disclosed to collection agents, attorneys, or courts;
- To respond to court orders or legal process of any kind, including any administrative agency, or to establish or exercise its legal rights or defend against legal claims, or to respond to subpoenas or warrants that are valid where issued;
- To the extent Armstrong believes it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities (including unauthorized reception of services), suspected fraud, situations involving

potential threats to the physical safety of any Person, violations of this Agreement, including this Privacy Policy, or as otherwise required or permitted by Law;

- With advertising companies who deliver ads to Armstrong for use on the Website or other websites owned or controlled by Armstrong and their respective content, who may use cookies to uniquely distinguish Your web browser to keep track of information relating to Your web browser, and who may collect and use information under their own privacy policies.

A governmental entity may obtain personally identifiable information concerning a cable subscriber pursuant to a court order only if, in the court proceeding relevant to such court order, (i) such governmental entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case and (ii) the subject of the information is afforded the opportunity to appear and contest such entity's claim. However, some investigations are governed by rules which prohibit Armstrong from informing the subscriber of any disclosure of personally identifiable information.

A non-government entity may obtain personally identifiable information concerning a subscriber pursuant to a court order, in which case Armstrong is required to notify the subscriber of the court order.

In certain instances, third party service providers may transmit, collect, and store personally identifiable information on Armstrong's behalf to provide certain features of the Service(s). These third parties are not permitted to use such personally identifiable information except as necessary to provide the relevant features.

Armstrong may also combine personally identifiable information which is collected pursuant to this Agreement with personally identifiable information obtained from third parties for purpose of creating enhanced databases or business records. Armstrong may use such databases or business records for marketing or other activities related to the provision of the various services offered by Armstrong from time to time. Armstrong may also maintain records of research concerning subscriber satisfaction and viewing habits.

Armstrong may sometimes disclose Your personally identifiable information to its Affiliates or to others who work for Armstrong. Armstrong may also disclose Your personally identifiable information to professional advisors (e.g. auditors, accountants, or attorneys), service providers and other vendors, potential business merger, acquisition, or sale partners, and regulators. Any such disclosures are made in accordance with the Cable Act, typically because they are necessary to conduct a legitimate business activity or because they are required by Law or legal process.

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#### ***D. Retention of Customer Information***

Generally, Armstrong will retain Customer Information as long as the Customer is an Armstrong customer and for such time thereafter as may be necessary to conduct Armstrong's business or as otherwise required or permitted by Law.

Some Customer Information (e.g., IP logs, maintenance records) may be retained for a shorter period of time depending on storage capacity, legal requirements, and Armstrong's document retention policy. For example, records pertaining to a piece of Armstrong Equipment that has been replaced with new equipment may be discarded before Your other Customer Information is discarded.

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#### ***E. No Knowing Collection of Information From Children***

Armstrong does not knowingly collect personally identifiable information from children under the age of thirteen (13) and does not wish to collect any such information. Federal law requires web site operators who collect personal information from children under the age of thirteen (13) to first get parental consent. Children should always get permission from their parents before sending any information about themselves (such as their names, email addresses, and phone numbers) over the internet, to Armstrong or to anyone else.

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#### ***F. Customer May Inspect Files***

Armstrong's files that identify the Customer personally may be inspected by the Customer at Armstrong's local business office, by appointment, during normal business hours (Monday through Friday, 08:00am Eastern Standard Time to 04:30pm Eastern Standard Time). The Customer must present appropriate proof of identity (such as a driver's license, passport, or other government issued picture identification document) before the Customer can access such files.

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#### ***G. Customer's Remedies***

If You feel that Your privacy rights have been violated by any Armstrong action, please contact the Armstrong customer service department in order to resolve Your question or concern.



Additionally, to the extent such dispute is not subject to arbitration pursuant to this Agreement, Section 631 of the Cable Act provides that any Person aggrieved by any act of a cable operator in violation of such section may bring a civil action in a United States district court and such court may award (i) actual damages but not less than liquidated damages computed at the rate of \$100 per day for each day of violation or \$1,000, whichever is higher, (ii) punitive damages, and (iii) reasonable attorneys' fees and other litigation costs reasonably incurred. The remedy provided in this section shall be in addition to any other lawful remedy available to a cable subscriber.

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#### ***H. Limitations; Privacy Policies of Third Parties***

This Privacy Policy governs only information that is collected by Armstrong in connection with the provision of the Service(s) to You. The Website, other websites owned or controlled by Armstrong, and / or the Service(s) may include features of other providers or links to other websites whose privacy policies Armstrong does not control, including but not limited to the privacy policies of third parties that provide products or services to You. This Privacy Policy does not govern information which may be collected through any of such third parties or their respective products or services, even if such products or services are accessed through any of the Service(s) and even if such products or services are co-branded with an Armstrong product or service. Your accessing of such features or websites and Your use of such third-party products or services is governed by the privacy policy(s) (if any) of the applicable third-party(s), which may be different (in some cases significantly different) from this Privacy Policy. You are responsible for reading, understanding, and accepting the privacy policies of such other products, services, or websites.

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#### **V. Third-Party Software**

Your use of the Service(s) may require or permit You to obtain software and / or applications owned and licensed by third parties. Armstrong makes no representation or warranty that any software or application installed on Customer Equipment, downloaded from or through the Service(s) or available through the internet is appropriate for Your use and does not contain a virus or other harmful feature. The use of such software and applications and Your rights with respect to such software and applications are governed by the applicable license agreement between You and the third party owner or licensor of such software or application. You are responsible for reviewing and understanding such rights and complying with the terms of such license agreement. ARMSTRONG WILL HAVE NO LIABILITY FOR ANY DAMAGE OR LOSS CAUSED BY ANY SOFTWARE OR APPLICATION

OWNED BY, AND / OR LICENSED TO YOU BY, A THIRD PARTY AND YOU WILL INDEMNIFY AND HOLD ARMSTRONG HARMLESS FOR ANY LOSS OR DAMAGE INCURRED BY ARMSTRONG AS A RESULT OF A BREACH BY YOU OF THE LICENSE AGREEMENT GOVERNING SUCH SOFTWARE OR APPLICATION.

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## **VI. Additional Terms and Conditions**

### ***A. In General***

If You have subscribed for the provision of internet services by Armstrong, these special terms and conditions, together with the rest of the [Agreement](#) and such other applicable terms and conditions as described therein, apply and govern the provision of Armstrong’s internet services to You, and Your and any other person’s use of such internet services. For additional details on these special terms and conditions applicable to internet service, please see the [Agreement](#). Scroll through the table of contents and click on the section entitled “Special Terms and Conditions for Certain Services.”

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### ***B. Equipment***

From time to time, Armstrong may provide You with new or refurbished Internet Equipment.

In order to use the internet service, Your Customer Equipment may need to meet certain minimum system requirements, which Armstrong may change from time to time.

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### ***C. Installation; Maintenance; Removal***

#### ***1. File Modification***

Installation of Internet Equipment, including if installation of an Ethernet card is required, may require Armstrong, its agents or employees, to have access to Customer Equipment, which may result in modifications to the Customer Equipment. Such modifications may disrupt the normal operations of the Customer Equipment. Armstrong does not represent, warrant, or covenant that such modifications will not disrupt or interrupt the Customers Equipment. For these and other reasons, Armstrong recommends that You backup all files prior to installation of the internet service or any Armstrong Equipment, including, without limitation, any Internet Equipment. If You do not backup

all existing files, You accept the associated risk of such a decision, such as loss of files, software, or data.

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## 2. Viruses

Armstrong may run third-party virus check software on the Customer Equipment prior to installing an Ethernet card on the Customer Equipment. Armstrong does not represent, warrant, or covenant that the virus check software will detect or correct any or all viruses. In addition, software, patches, or other content received or accessed from the internet service can contain viruses or other harmful features. It is Your sole responsibility to take the appropriate precautions to protect Your software, files, and data from damage as a result of any such virus or other malware. If a virus or other malware is detected and You do not eradicate it to Armstrong's satisfaction, then Armstrong may immediately terminate its provision of the internet service. Armstrong will have no liability whatsoever for any damage, loss, or destruction of any software, files, or data resulting from any virus or other malware.

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## 3. Port Filtering

Armstrong is committed to providing a secure internet experience. To protect its network and customers, it blocks certain ports. Ports 25, 67, 135-142, 161-162, 445, and 520 are blocked. Blocking these ports reduces network congestion and protects customers against common viruses and worms, malicious intruders, and other security exploits. Email hosting is limited to commercial customers subscribing to Zoom Professional or above upon request.

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## 4. Email Addresses; Internet Addresses

Armstrong provides You with a number of email addresses based on the service level that You purchased. Such email addresses are provided by Armstrong based on availability. Your use of the internet service does not give You any ownership or other rights to any addresses provided to You by Armstrong or provided by Armstrong to any other customer, including but not limited to internet protocol addresses, email addresses, and web addresses. Armstrong may modify or change addresses at any time with or without notice and will in no way be liable to You for any loss or claim related thereto.

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### 5. *Email Retention*

If You do not access Your email account for a period of one hundred eighty (180) days, Armstrong may disable that email account without prior notice to You. After three hundred sixty (360) days, Armstrong may delete the contents of that email account, if any. Once deleted, an email address will be available for reassignment to other customers.

Although Armstrong reserves the right to delete or disable the email account and related email content as described herein, Armstrong will not be liable to You or any third-party for its decision to delete, disable, or reassign, or to refrain from deleting or disabling any such email account and related email content or reassigning the email account to You or any other customer. Armstrong is not responsible for any loss of any kind due to the deletion of an email account and related email content or reassignment of the email account.

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### 6. *Deletion*

Armstrong may delete all data, files, electronic messages, or other information that is stored in Armstrong's home network's servers or system when Your Account with Armstrong is terminated for any reason.

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### ***D. End User Licenses***

You will comply with the terms and conditions of all end user license agreements accompanying any software, downloads, or plug-ins to such software or downloads distributed or used in connection with the internet services, including, without limitation, any third-party end user license agreements, as such agreements may be amended from time to time pursuant to their respective terms. All such agreements are incorporated into this Agreement by reference. All such end user licenses will automatically terminate upon termination of this Agreement. You will remove from the Customer Equipment or otherwise destroy all versions and copies of all software, downloads, or plug-ins which You received in connection with this Agreement.

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## ***E. Bandwidth Usage Limits***

Excessive usage negatively impacts the Service(s) provided to You and to other customers and creates a costly burden on the network, especially during peak hours.

### *Limitations of Unlimited Data Allowance Option*

High-speed bandwidth and network resources are not unlimited. Customers expressly acknowledge that this offering is not intended for continuous use and may not be resold.

Your bandwidth usage will be considered excessive if your usage is continuous, negatively impacts the services provided to other Armstrong customers or places a heavy burden on Armstrong's network. Examples of prohibited applications include, but are not limited to, cameras for security or other purposes that continuously stream high resolution video.

Armstrong may investigate any bandwidth usage to determine whether such usage is in violation of the Agreement and will determine in its sole discretion if this offering or your service is subject to additional charges, suspension or termination.

You may monitor Your internet usage by logging into Your Account at [www.armstrongonewire.com](http://www.armstrongonewire.com). You will be able to see Your internet usage compared to an average for all customers. Except for certain network communications traffic, all traffic to Your Armstrong modem(s) is measured. If You subscribe to telephone service as part of Your Service(s) and have a combined telephone and internet modem (sometimes called an MTA), Your telephone usage is not included in the measurement of Your bandwidth usage.

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## ***F. Security***

You acknowledge that use of the internet service is subject to the risk of eavesdropping and other methods of remote access. The possibility exists that others may be able to access and / or monitor Your equipment, computer, transmissions, and receptions. You acknowledge that this risk exists, that You are solely responsible for ensuring that others not gain unauthorized access to the internet service, and that any sensitive or confidential information sent by You is sent at Your sole risk. You are also advised that, when using the internet service to access the internet or any other online network or service, certain transfer protocols, i.e., FTP (File Transfer Protocol) and HTTP (Hyper Text Transfer Protocol), may permit other internet users to gain access to Your equipment. If You choose to run such transfer protocols or systems, You should take appropriate security measures. Armstrong will not have any liability whatsoever for any claims, losses,

actions, damages, suits, or proceedings arising out of, or otherwise relating to, such actions by You. Further, if You are participating in the internet service using more than one computer (or other internet-enabled device) or enabling capabilities such as file sharing, print sharing, or other capabilities permitting users to gain access to Your equipment, including the internet connection, You acknowledge and agree that You do so at Your own risk and peril and that Armstrong will not have any liability whatsoever for any claims, losses, actions, damages, suits, or proceedings arising out of, or otherwise relating to, such action or failure to act, by You.

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## ***G. Network Management***

Armstrong may determine the nature and extent of its facilities allocated to support the internet service including, but not limited to, the amount of bandwidth to be utilized in conjunction with the internet service.

Armstrong may manage its networks as it sees fit in order to ensure that all customers enjoy a good internet experience. Armstrong may use various tools and techniques that are generally accepted in the industry in order to manage its networks reasonably, efficiently, and effectively and to ensure compliance with this Agreement.

These tools and techniques may permit Armstrong to manage congestion, manage application-specific behaviors, address harmful or unwanted traffic, prevent the transfer of unlawful content, prevent the unlawful transfer of content, and address other security and network integrity issues. These may include, but are not limited to, detecting malicious traffic patterns, spam filtering, preventing the distribution of viruses or other malware, and other reasonable management of network resources as Armstrong may determine is appropriate from time to time. These may also include end-user interactive tools and techniques such as parental controls. The tools and techniques that Armstrong uses may change from time to time, as the challenges and threats to the internet and its uses also change.

Note that reasonable network management includes those techniques and actions necessary for Armstrong to comply with its various legal requirements, including, but not limited to, any techniques and actions used to assist law enforcement agencies / personnel and / or used to detect, prevent, or deter copyright or other intellectual property infringement or the theft of Service(s). Reasonable network management also includes those techniques and actions that permit Armstrong to grant priority access to emergency response agencies / personnel during disaster relief and other emergency response efforts, or to other public safety, emergency response, or security agencies / personnel for other emergency communications.

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## ***H. Speeds***

Armstrong provides several levels of internet products for both residential and commercial customers. Upload and download speeds vary among the products. Generally, the higher-level products have faster speeds.

Notwithstanding the foregoing, You acknowledge that the actual upload or download speed that You experience at any given time may vary, may be different than the speed that You usually experience, and may not meet the minimum advertised speed for the product to which You subscribe. Upload and download speeds can vary for a variety of reasons, including, but not limited to, the size of the file, the congestion of the traffic of other internet users in Your area, the availability of certain servers or other routers, and weather conditions. For example, You may experience slower speeds during the evening, when many users are online, than you would during mid-morning. Likewise, You may experience slower speeds during severe storms or other emergencies when certain infrastructure may be impaired or non-operational or when emergency response traffic may be given priority. Many of these circumstances are beyond Armstrong's control. Armstrong does not guarantee or warrant that You will be able to obtain a certain speed at any given time.

If you believe you are experiencing speed issues, please open the Speedtest app powered by Ookla on your device or visit <https://speedtest.net> then select the Armstrong speed test server closest to your current location. The results of this speed test will be more accurate than other speed test sites available on the Internet because this test is performed within the Zoom network. Your results will be recorded by our system and available to technicians should you require additional assistance. Armstrong also recommends being directly connected to your cable modem. Connections which rely on wireless may produce varying results. When testing on a laptop, connect your power cable. Finally, make sure you are not currently downloading anything, close any other programs that are using the internet and turn off any other computers that share your Internet connection.

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## **VI. Questions; Complaint**

Several sections of the Agreement provide specific processes for You to ask questions, file a complaint, or otherwise request some form of response to a problem. If You cannot find an answer to Your question or solution for Your problem in the Agreement, on the Website, or on [www.armstrongonewire.com](http://www.armstrongonewire.com) or [www.armstrongmywire.com](http://www.armstrongmywire.com), or if You feel that Armstrong is in violation of the Agreement, please contact the customer service

department at 1-877-486-4666 or Armstrong Customer Services, 437 North Main Street, Butler, Pennsylvania 16001.

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