

Continuum™ Privacy Notice and Acceptable Usage Policy

Continuum respects and is committed to protecting your privacy. Consistent with that respect and commitment, the following Privacy Policy has been adopted and applies to all Continuum services. The Federal Cable Communications Policy Act of 1984 and the Cable Television Consumer Act of 1992 contain certain provisions regarding the collection and disclosure of personally identifiable information by cable television operators. The policies set forth in this statement are in compliance with those acts and let you know how your personal information is processed and used. This Privacy Policy statement describes our collection, use, disclosure and retention of information about you, how you may review and correct errors within that information, and enforcement of your rights regarding personal information.

Collection of Subscriber Information Personally identifiable information about our subscribers is collected on behalf of Continuum as necessary in order to render the services and service features, and to detect unauthorized reception or use of the services as disclosed in this Privacy Policy. In order to provide reliable, high quality service to you, we keep regular business records containing information about you such as your name, address, e-mail address, telephone number, driver's license number, social security number, bank account number, credit card numbers, credit history and other similar information. We collect and maintain information about your account such as billing, payment and deposit history, maintenance and complaint information, records indicating the number of your television sets connected to our cable system and the service options you have chosen. In addition, we may combine personally identifiable information, which we collect as a part of our regular business records, with personally identifiable information obtained from third parties for the purpose of creating an enhanced database to use in marketing and other activities. We maintain records of research concerning subscriber satisfaction and viewing habits, which are obtained from subscriber interviews and questionnaires. When you use interactive or other transactional television services, the cable system automatically collects information on your use of such services, including information on the choices that you make along the range of services offered, including the programs you view or order, the time you actually use the services, products you order, and the use of other features, such as which menus and menu screens are used most often, the time spent using them and the use of the remote control feature.

We use this information to:

- Install, operate and maintain the service; confirm you are receiving the level(s) of service requested and are properly billed; identify you when changes are made to your account; inform you of new products or services that may be of interest to you; detect unauthorized reception of the service; determine whether applicable policies and terms of service are being violated;
- Configure cable service-related devices;
- Comply with law and as otherwise necessary to provide the service or conduct a legitimate business related to service provided to subscribers.

Disclosure of Information

Personally identifiable information may also be disclosed for other legitimate business activities related to the services including, for example:

- Billing and collections
- Administration
- Surveys of customer preferences
- Marketing
- Maintenance
- Fraud prevention

In addition, personally identifiable information about you may sometimes be disclosed to others (such as our employees, contractors and agents for our internal business purposes) as well as outside auditors, professional advisors, service providers, potential business partners, and regulators with or without your written consent, if necessary to render the service or to conduct a legitimate business activity related to the service. Your name and address may be disclosed to third parties (for example, on a mailing list), but you may prohibit or limit this kind of disclosure by contacting us in person, in writing, by e-mail or by telephone at (704) 662-3255. In no case will such disclosure reveal, directly or indirectly, the extent of any viewing or other use by you of the services or the nature of any transaction made by you over our cable system. The frequency of any information disclosure varies in accordance with our business needs and activities.

Although we make every reasonable effort to preserve your privacy as described in this Privacy Policy, we must disclose personal identifiable information about you, without your consent, when required to comply with a valid legal process such as a subpoena, court order or search warrant, for example. In such event, you will be notified before we respond if we are permitted by law to do so. Upon receipt of such notice you may have the right to appear in court and, if the court order is sought by a governmental entity, to contest such entity's request for the release of your information. We may also use or

disclose personally identifiable information about you, without your consent, to protect our customers, employees, or property, in emergency situations, to enforce our rights in court or elsewhere, or directly with you, and for violations of the service's terms, conditions and policies.

We reserve the right to include information about you in collective or aggregate formats, such as ratings surveys and other statistical reports, which do not personally identify you, your particular viewing habits or the nature of any transaction you have made over the cable system.

In the event we engage in a business transition, such as a merger, acquisition, or sale of all or a portion of our assets, subscribers' personally identifiable information will, in most instances, be part of the assets transferred. If this Privacy Policy should be changed, as a result of the business transition you will be so notified. Aggregate information may also be transferred in connection with a business transition.

Security

We take reasonable security precautions to protect your personally identifiable information that we collect on the services from unauthorized access, use, and disclosure. For example, we store billing records on computers in a controlled and secure environment. However, we cannot guarantee that our security precautions will, absolutely, without any possible exception, prevent every unauthorized attempt to access, use, or disclose your personally identifiable information.

Mailing Lists

From time to time your name and address might be disclosed for mailing lists in connection with the promotion of Continuum products and services and other legitimate business activities. If you wish to remove your name from such lists or limit the use of your name and address at any time, please contact us, in person, in writing, by e-mail, or by telephone at (704) 662-3255.

Please remember to include your name and address, your Continuum account number, and a daytime telephone number where you can be reached in the event we have any questions about your request. The written request should be signed by the person who is identified in our billing records as the subscriber. If you have a joint account, a request by one party will apply to the entire account. If you have multiple accounts your notice must identify each account covered by the request.

Retention of Information

We will maintain most, if not all, of the personally identifiable information we have collected during the time you are a subscriber. We generally will destroy the information after a reasonable time following the termination of your account with us, if we no longer need to retain the information for the purpose for which it was collected or retention is no longer required by law, tax or other legitimate business activities. Right to Review and Correct Information You may examine and copy (at your cost) any information we create relating to you at Continuum office, 435 S. Broad Street Mooresville, NC, upon reasonable notice and during regular business hours. If you wish to inspect those records, please contact us by mail, by e-mail, or telephone at (704) 662-3255, giving us a reasonable period of time to locate and, if necessary, prepare the information for review, and to arrange an appointment during regular business hours. You will only be permitted to examine records that contain information about you and no one else. We will correct our records if you make a request showing that any of the information we have collected about you is inaccurate.

Enforcement

You may enforce the limitations imposed on us by federal law with respect to the collection and disclosure of personally identifiable subscriber information about you, through a civil action under federal law, in addition to other rights and remedies that may be available to you under federal or other applicable laws.

Notices and Changes to Privacy Policy

As required by federal law, we will notify you of our Privacy Policy annually. We reserve the right to modify this policy at any time. We will notify you of any material changes via written, electronic or other means permitted by law. If you find the change unacceptable, you have the right to cancel service. Your continued use of the service following notice, will be considered an acceptance of the change.

Continuum's Acceptable Usage Policy has been formulated with the following goals in mind:

- Avoid situations that may cause Continuum to incur civil liability
- Maintain the image and reputation of Continuum as a responsible provider
- Encourage the responsible use of Internet resources
- Discourage practices which degrade the usability of network resources and thus the value of Internet services
- Preserve the privacy and security of individual users

The Acceptable Usage Policy below defines the actions which Continuum considers to be abusive or unacceptable, and thus, strictly prohibited. The examples named in this list are non-exclusive, and are provided solely for guidance to Continuum customers. If you are unsure whether any contemplated use or action is permitted, please send mail to support@Continuum.net for clarification.

Please note that the actions listed below are also not permitted from other Internet Service Providers on behalf of, or to advertise, any service hosted by Continuum, or connected via the Continuum network. Furthermore, such services may not be advertised via deceptive marketing policies, as defined by the Federal Trade Commission Deception Policy Statement.

All users of Continuum's service(s) must comply with this policy and by using Continuum's service(s), you confirm your acceptance of, and agree to be bound by, this Policy.

GENERAL CONDUCT

1. Customers are prohibited from transmitting on or through any of Continuum's services, any material that is, in Continuum's sole discretion, unlawful, obscene, threatening, abusive, libelous, harmful to minors, hateful, or encourages conduct that would constitute a criminal offense, gives rise to civil liability, or otherwise violates any local, state, national or international law.
2. Continuum services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute. Continuum reserves the right to remove such illegal material from its servers.
3. The customer is responsible for keeping his billing data with Continuum up-to-date and accurate. Furnishing false data on the signup form, contract, or online application, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.
4. The resale of Continuum products and services is not permitted, unless specifically permitted and documented in a written agreement.

SYSTEM AND NETWORK SECURITY

1. Customers may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, ac-

cessing data not intended for the Customer, logging into a server or account the Customer is not expressly authorized to access, or probing the security of local or foreign networks (such as running a SATAN scan or similar tool).

2. Customers may not attempt to interfere with service to any user, host, or network (“denial of service attacks”). This includes, but is not limited to, “Flooding” of networks, deliberate attempts to overload a service, and attempts to “crash” a host.
3. Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user’s terminal session, via any means, locally or by the Internet.
4. Users who violate systems or network security may incur criminal or civil liability. Continuum will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.
5. Customers are responsible for the security of their computer systems and local area networks (LAN’s) while connected to the Internet through Continuum. Password security is the customer’s responsibility. Furthermore, customers agree to hold Continuum harmless for any breach of, or damage to, their private computer systems and networks by 3rd parties.

INTERNET AND EMAIL VIOLATIONS

1. **Illegal Use:** Use of the service(s) to publish, post, distribute or disseminate defamatory, infringing, obscene or other unlawful material or information via the service, or violate any applicable local, state, national or international law either intentionally or unintentionally;
2. **Harassment/Harm:** Use the service(s) to threaten, harass, stalk, abuse or otherwise violate the legal rights (including rights of privacy and publicity) of others; this includes threats of bodily harm or destruction of property and encouragements to others to cause bodily harm or destruction of property. Harassment also includes the frequency and size of messages sent. If an individual asks the customer to not send e-mails to them, then the customer should stop. Any attempt to use the service(s) to cause harm to individuals or anyone’s network in any way is a violation of the acceptable use policy.
3. **Child Exploitation:** You may not use the service(s) to harm or attempt to harm a minor. This includes, but is not limited to: hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material or material that in any way constitutes a violation of Federal child exploitation statutes.

4. Unauthorized Access: Intercept or attempt to intercept E-mail, attempt to access the accounts of others, or attempt to penetrate Continuum's or another entity's security measures, equipment, communications or telecommunications system, whether or not the intrusion resulted in corruption or loss of data. This includes, but is not limited to, intentionally seeking information on, obtaining copies of, or modifying files, email or other data, or passwords belonging to other users or third parties without their permission.
5. Forgery: Internet email sent, or caused to be sent, to or through the Continuum's network that makes use of or contains invalid or forged headers, invalid or non-existent headers or domain names or other means of deceptive addressing is prohibited. Similarly, email that is relayed through a third party's mail server without the permission of that third party, or which employs similar technologies to hide or obscure the source of the email is unauthorized.
6. Copyright or Trademark Infringement: Upload, email or otherwise post files that contain software or other material protected by intellectual property laws, rights of privacy or publicity, copyright, trademark, patent, trade secret or any other applicable law unless you own or control the rights thereto or have received all necessary consents.
7. Fraudulent Activity: Use of the service(s) to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes", "ponzi schemes" or "chain letters" is expressly prohibited.
8. Security and Resource Infringements: Use of the service(s) in a manner that adversely affects the availability of its resources to other users including unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission, including but not limited to port scanning, network attacks, and the transmission of viruses or virus hoaxes. It is the customer's responsibility to ensure that their network is configured in a secure manner. A Customer may not allow others, with or without authorization, to use their network for illegal or inappropriate actions. A customer may not allow their network to be configured in such a way that allows another party the capability to use their network in any illegal or inappropriate manner.
9. Malicious Email: Sending e-mail in a manner to flood a user or site with very large or numerous pieces of mail is prohibited. Often this is called "mail bombing."
10. Unsolicited / Bulk Email: Send E-mail to users for any purpose other than personal communication, including but not limited to, transmit unsolicited commercial or bulk email, advertise or offer to sell goods or services to other users. The

use of your account to send out any bulk and/or unsolicited e-mail, commercial or otherwise (spamming), is strictly prohibited. These rules apply to other internet based distribution mediums as well, such as Fax and VOIP. Bulk e-mail (spamming) is defined as identical or similar e-mail messages sent to 150 or more recipients where such e-mail has not been specifically requested by the recipient. There is an exemption from this restriction for mailing to recipients that have opted in, provided said mailing does not overload Continuum's servers or cause any IP service provider to block Continuum e-mail as a result of Customer's mailing. Customer is responsible for maintaining confirmed opt-in records and must provide them to Continuum upon request. The term "opt-in" means that recipient has signed up for mailings voluntarily. Any violation of this policy may result in the immediate termination of your account, at the sole discretion of the Continuum.

11. Illegal or Pirated software: Distribution, storage, or acquisition of illegal or pirated software with/from/ through your Service account. For reporting of violations of the Acceptable Usage Policy, Continuum requests that anyone who believes that there is a violation of this Acceptable Usage Policy direct the appropriate information to support@Continuum.net. In order to pursue a violation report, the following information is necessary:
 - 1) The IP Address used to commit the alleged violation,
 - 2) The date and time of the alleged violation in Eastern Time, and
 - 3) Evidence of the alleged violation. Please note: if reporting a case of E-mail abuse, the E-mail with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the information above. Continuum may take any of the following actions in response to a violation report: a written or verbal warning, suspension of offending user's account, termination of offending user's account, bringing legal action against offending subscriber, reporting the violation to governmental authorities.
12. Use of Personal Web Space: Continuum provides personal web space to residential customers for noncommercial use only. Abuse of this service may result in removal of the service from the account.

USENET

1. Continuum provides access to a leased newsgroup. As such, Continuum does not control the content of the newsgroups available to its customers. Continuum is not responsible for the content of any USENET posting, whether or not the posting was made by a Continuum customer.

2. Postings to USENET newsgroups must comply with the written charters or FAQs for those newsgroups. Advertisements should only be posted in those newsgroups whose charters/FAQs explicitly permit them. The poster is responsible for determining the etiquette of a given newsgroup, prior to posting to it.
3. Customers are prohibited from posting the same or similar message to large numbers of newsgroups (excessive cross-posting or multiple-posting, also known as "USENET spam").
4. Customers are prohibited from posting chain letters of any type.
5. Customers are prohibited from posting binary files to newsgroups not specifically named for that purpose.
6. Customers are prohibited from canceling or superseding posts other than their own, with the exception of official newsgroup moderators performing their duties.
7. Customers are prohibited from forging header information. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.
8. A customer may not solicit mail for any other address other than that of the customer's Continuum account or service, with the intent to harass or collect replies after Continuum service has been terminated.

Questions about this policy or reports of activity in violation of this policy may be sent via e-mail to: support@Continuum.net