

Bloom Broadband Acceptable Use Policy

Acceptable Use Policy for Bloom Internet Service

Bloom's goal is to provide its customers with the best residential cable Internet service possible. In order to accomplish this, Bloom has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines the acceptable use of the Bloom Broadband Internet Service ("the "Service"). This Policy is in addition to any restrictions contained in the Agreement for Residential Internet Service (the "Agreement") available at www.bloombroadband.com. All capitalized terms used in this Policy not defined here have the meanings given to them in the Agreement.

Bloom reserves the right, in its sole discretion, to immediately restrict, suspend, disconnect or terminate the Service for failure to comply with any portion of this Policy, as determined in Bloom's sole discretion, without prior notice. Any violation of this Policy may lead to prosecution under state and/or federal law.

All Bloom Internet customers and all others who use the Service (the "customer", "user", "you", or "your") must comply with this Policy. Your failure to comply with this Policy could result in the suspension or termination of your Service account. If you do not agree to comply with this Policy you must immediately stop all use of the Service and notify Bloom, in accordance with the Agreement, so that we can close your account.

In addition to being responsible for your own compliance with this Policy, you are also responsible for any use or misuse of the Service that violates this Policy, the Agreement, or any other Bloom policy, even if it was committed by a friend, family member, guest or an authorized or unauthorized third party with access to your Service and/or account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, securing access to your wireless network. All devices and/or files should be protected with a strong password or otherwise appropriate measure. 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.

It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs that connect to the Service from external threats such as viruses, spam, bot nets and other methods of intrusion.

Changes to the Policy and Reporting Violations

Bloom may revise this Policy from time to time by posting a new version on the Web site at www.bloombroadband.com or any successor URL(s) (the "Bloom Web site"). Bloom will use reasonable efforts to make customers aware of any change to this Policy which may include sending email or postal announcements or posting information on the Bloom Web site. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should read any Bloom announcements they receive and regularly visit the Bloom Web site and review this Policy to ensure that their activities conform to the most recent version. You can ask questions regarding this Policy and report violations of it by calling the Bloom Internet Customer Support Center at 877.735.6089.

1. Use

The Service is designed for personal and family/household use (non-business related use only) within the Premises and may not be used for commercial purposes. You agree that only you and co-residents living in the Premises will use the Service. You further agree that any unauthorized use of the Service relieves Bloom of any obligations it may have, and is in violation of this Policy and the Agreement. You are responsible for any misuse of the Service that occurs, whether by a member of your family, co-resident, or an authorized or unauthorized third party.

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2. No Illegal or Fraudulent Use

You will not use, or allow others to use, the Service to violate any applicable federal, state, local or international laws or regulations or to promote illegal activity, including, but not limited to, the Children's Online Privacy Protection Act, posting or transmitting child pornography or obscene or threatening material, gambling, the offering for sale or solicitation of illegal weapons or substances, the offering for sale or solicitation of illegal acts or services, the promotion or publication of any material that may violate hate crime laws, or by exporting software or technical information in violation of U.S. Export control laws. You will not use, or allow others to use, the Service to commit a crime, act of terrorism or fraud, or to plan, encourage or help others to commit a crime or fraud, including but not limited to acts of terrorism, engaging in pyramid or Ponzi scheme, or sending chain letters that request money or other items of value.

3. No Harm to Minors

You will not use, or allow others to use, the Service to harm or attempt to harm a minor, including but not limited to using the Service to send pornographic, obscene or profane materials involving minors.

4. No Threats, Harassment or Tortuous Conduct

You will not use, or allow others to use, the Service to post or transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, libels, defames, slanders, or otherwise constitutes tortuous conduct

5. No Commercial Use

You will not use, or allow others to use, the Service to operate any type of business or commercial enterprise, whether for profit or non-profit. You will not resell or redistribute, or allow others to resell or redistribute, access to the Service in any manner, including, but not limited to wireless technology.

6. No Servers

You will not use, or allow others to use, Customer Equipment or any device as a web server, FTP server, email server or to run any other type of server or server application(s) or to provide network or host services to others via Bloom's network.

7. No Copyright or Trademark Infringement

You will not use, or allow others to use, the Service to publish, submit, receive, upload, download, post, use, copy, or otherwise reproduce, transmit, retransmit, distribute, store, or otherwise use any information which infringes the privacy, publicity rights, moral rights, patents, trademarks, trade dress, copyrights, trade secrets, other intellectual property rights, or proprietary rights of any individual, group or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyright materials or software. You must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. You represent and warrant that you are the author and copyright owner and/or authorized licensee with respect to any content and you further represent and warrant that no content violates the trademark, copyright, domain name or intellectual property rights of any third party. Bloom assumes no responsibility, and you assume all risks regarding the determination of whether material is in the public domain, or may otherwise be used for such purposes.

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Under the Digital Millennium Copyright Act (“DMCA”), copyright owners have the right to notify Bloom if they believe that a Bloom customer has infringed the copyright owner’s work(s). If Bloom receives a notice from a copyright owner alleging you have committed copyright infringement, Bloom will notify you of the alleged infringement. Bloom may determine that you are a repeat copyright infringer if Bloom receives notification of claimed infringement on more than one occasion. Bloom reserves the right to suspend or terminate the Service of repeat copyright infringers.

Copyright owners may send Bloom a notification of claimed infringement to report alleged infringement of their works to:

DMCA Notifications
Bloom Broadband
PO Box 3015
Kalamazoo, MI 49003
FAX: 269-321-7911
Email: dmca@bloombroadband.net

Copyright owners may use their own 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 Bloom, 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 you receive a notification of alleged infringement and you believe in good faith that the allegedly infringing activity, event and/or content is a mistake or due to a misidentification, then you may send a counter notification to Bloom. You may file a counter notification with Bloom’s 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. Upon Bloom’s receipt of a counter notification that satisfies the requirements of the DMCA, Bloom 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 Bloom will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

8. No “Spamming”

You agree that a violation of the CAN-SPAM Act of 2003, or other applicable law regulating e-mail services, constitutes a violation of this Policy. You will not use, or allow others to use, the Service to send unsolicited messages or materials, bulk e-mail, or other forms of solicitation (“spamming”). Bloom reserves the right, in Bloom’s sole discretion, to determine whether such a posting or transmission constitutes unsolicited messages or materials. Forging, altering, or removing electronic mail headers is prohibited. Deceiving any recipient as to the identity of the sender through any process is prohibited. You may not, or allow others to, reference Bloom or the Bloom network in any email in an attempt to mislead the recipient.

9. No “Hacking”

You will not use, or allow others to use, the Service to access accounts of others or to attempt to penetrate security measures of the Service or other computer systems (“hacking”) or to cause a disruption of the Service to other users. This includes, but is not limited to, achieving or attempting to achieve, or assisting others in achieving or attempting to achieve, any unauthorized access to

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any computer, cable or telecommunications system, network, software, data, information, or any other proprietary material. You will not use, or allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools. In addition, you will not participate in, or allow others to participate in, the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice known as spidering or harvesting, or participate in the use of software (including "adware" or "spyware") designed to facilitate this activity.

10. No System Disruption

You will not use, or allow others to use, the Service to disrupt Blooms network or computer equipment owned by Bloom or other Bloom customers. This includes, but is not limited to, improperly interfering with, inhibiting, degrading, or restricting the use and operation of the Service by others, sending or receiving excessive data transfers (as determined in Bloom's sole discretion) for the package or tier of service to which You are subscribed, or modifying or altering in any manner any modem or modem configuration so as to allow it use beyond the parameters outlined by the specific level of service to which You subscribe. You also agree that you will not use, or allow others to use, the Service to disrupt other Internet Service Providers ("ISPs") or services, including, but not limited to, e-mail bombing or the use of mass mailing programs. You also agree that you may not use bandwidth in excess of that associated with the package or tier of service to which you subscribe.

You will not access or use, or allow others to access or use, the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP.

11. Security

You are solely responsible for the security of any device connected to the Service, including any data stored on that device. Bloom recommends that you take appropriate security precautions for any systems or devices connected to the Service. You are responsible for securing any wireless ("Wi-Fi") networks connected to the Service. Any wireless network that is unsecured or "open" and connected to the Bloom network will be deemed to be operating as an ISP and subject to the prohibition on commercial use set forth above.

12. No Impersonation or Forgery

You will not, or allow others to, impersonate another user, falsify one's user name, company name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists, or knowingly or unknowingly create or use an e-mail address that has the effect of being misleading. You will not, or allow others to, forge, alter, or remove any message header of any transmission, originating or passing through the Service. You will not, or allow others to, forge anyone else's digital or manual signature.

13. No Excessive Use of Bandwidth

The Service is for personal and non-commercial residential use only. Therefore, Bloom reserves the right to restrict, suspend or terminate Service where data consumption is not characteristic of a typical residential user of the Service as determined by Bloom in its sole discretion. Bloom has established a monthly data consumption threshold per account as indicated in the following table.

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*Subscribed Plan	Monthly Data Consumption Threshold
Bloom 1.5	150 GB
Bloom 3	150 GB
Bloom 12	300 GB
Bloom 25	500 GB
Bloom 40	1 TB
Bloom 50	1 TB
Bloom 100	1.5 TB
Any Other Plan	150 GB

*Not all plans available at all locations

Use of the Service in excess of the established monthly threshold is excessive use and a violation of the Policy. Common activities that may cause excessive data consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (1) file transfer protocol ("FTP"), (2) peer-to-peer applications, and (3) newsgroups. You must ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by Bloom in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with Bloom's ability to deliver and monitor the Service or any part of its network. If you use the Service in violation of the restriction referenced above, that is a violation of this Policy. In these cases, Bloom may, in its sole discretion, restrict, suspend or terminate your Service or require that you pay an over-use fee. Bloom's determination of the data consumption for Service is final.

In the event you exceed your data transfer limit in a given month, you may purchase up to 100GB of extra data transfer capacity by contacting our Technical Support Center. Additional data transfer capacity purchased during a month expires at the end of the month in which it was purchased. Extra data transfer capacity purchases are non-refundable and do not roll over to the next or any following month.

14. No "Viruses"

You will not use, or allow others to use the Service to transmit computer "viruses", worms, "Trojan Horses", denial of service attacks or other harmful software programs or information containing any lock, key, bomb, worm, bot, or other harmful feature. You will use standard practices to prevent the transmission of viruses, or other harmful software and information. As software or other content downloaded from the Service may contain viruses, it is Your sole responsibility to take appropriate precautions to protect your devices from damage to software, files and/or other data of any kind.

15. Right to Monitor

Neither Bloom nor any of its affiliates, suppliers, or agents, have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmissions as well as materials available on the Service. However, Bloom and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy, including for purposes of management of the network and implementing limitation of bandwidth use and to disclose, block or remove them in accordance with the Agreement and any other applicable agreements and policies.

Bloom owns any and all email addresses associated with the Service and reserves the right to reclaim any such e-mail address at any time and for any reason.

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16. No Waiver

The failure by Bloom or its affiliates to enforce any provision of this Policy at any given point in time shall not be construed as a waiver of any right to do so at any future time thereafter.

17. Conflict

In the event of a conflict between the Agreement and this Policy, the terms of the Agreement will prevail.