

Business Acceptable Use Policy

POLICY INTRODUCTION

The following are policies (“these Policies”) for use of Internet access service that is provided by Mediacom to or through any customer under a contract, agreement or other terms (“Customer Contract”) that negotiated or arranged by the Enterprise Networks business unit of Mediacom Communications Corporation, a Delaware corporation (“MCC”) or any of its affiliates (or any successor business unit) or that states that these Policies apply. The term “Service” refers to such Internet access service. The terms “Mediacom”, “we” and “our” refer to any company that is controlled by MCC and through which Customer accesses the Service. The terms “Customer” and “you” refer to any subscriber to the Service, and the term “User” refers to any person or entity using the Service through use of or access to your premises, network or any equipment owned or leased by you or under your control. These Policies outline acceptable use of the Service as well as prohibited conduct for using the Service. To achieve our objectives, Mediacom may, in its sole discretion, determine whether any use of the Service is a violation of these Policies and reserves the right to take such action as we deem appropriate to address the violation.

These Policies apply to all Customers and to all Users, whether or not authorized by Customer to use the Service. By ordering and using the Service, you are presumed to have accepted these Policies on behalf of yourself and all Users. You agree to inform all of your employees, contractors, consultants, agents, and any other persons who you reasonably expect to use the Service of these Policies. You agree to notify Mediacom immediately if you become aware of any violation of these Policies by any User. You are solely responsible for any failure of any User to comply with these Policies, and you agree to hold Mediacom and each of Mediacom’s affiliates, contractors, subcontractors, licensors and suppliers, each partner, stockholder, member, director, officer, employee, agent or representative of any of the foregoing and each successor and assignee of the any of the foregoing (collectively, “Mediacom Parties”), harmless from any such failure. These Policies supplement, but do not supersede, any other contracts you have with Mediacom; and, if any such contract restricts any use of the Service that is not addressed in these Policies, such contract will govern with respect to such use.

IF YOU DO NOT AGREE TO COMPLY WITH THESE POLICIES, YOU MUST IMMEDIATELY STOP USE OF THE SERVICE AND INFORM MEDIACOM SO THAT YOUR ACCOUNT MAY BE CLOSED.

Mediacom reserves the right to immediately terminate the Service and any agreement or take any other lawful measures that it believes, in its sole discretion, are warranted if you or any User engage in any of the prohibited activities listed in these Policies, or use any Equipment or the Service in any way which is contrary to any of Mediacom’s policies or any of Mediacom’s suppliers’ policies. In such an event, termination or other charges may apply. In addition, you and all Users must strictly adhere to any policies set forth by any other service provider accessed through the Service.

Without limiting the generality of the foregoing, Mediacom may refuse to transmit or post, and to remove or block, any information or materials,

in whole or in part, that it, in its sole discretion, deems to be in violation of the restrictions enumerated above, that harm its network or other customers using the Service, or that negatively affect its network or other customers using the Service.

Mediacom and its affiliates, suppliers, and agents reserve the right to monitor customer transmissions and to disclose, block, or remove them in order to enforce the restrictions in these Policies and the Customer Contract.

PROHIBITED USES

Using the Service in any manner described below is prohibited under these Policies. The descriptions below are guidelines and are not intended to be exhaustive.

ILLEGAL/CRIMINAL ACTIVITY

Neither Customer nor any User may use the Service in connection with criminal or civil violations of state, federal, or international laws, regulations, or other government requirements. Such violations include theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property; fraud; forgery; theft or misappropriation of funds, credit cards, or personal information; and threats of physical harm or harassment.

SECURITY VIOLATIONS

Neither Customer nor any User may use the Service in connection with attempts—whether or not successful—to violate the security of Mediacom’s or another person’s network, server, personal computer, network access or control devices, software or data, service, or other system. Examples of prohibited activities include, but are not limited to:

- Hacking, cracking into, monitoring, scanning, probing or using systems without authorization, including distributing or using tools designed to compromise security, such as cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations).
- Intercepting, interfering with or redirecting email intended for third parties or taking any other action for the unauthorized interception of data or harvesting of email addresses.
- Conducting denial of service attacks.
- Distributing viruses, worms, trojan horses or other harmful software.
- Attempting to attack, breach, circumvent or test the vulnerability of the user authentication or security of any host, network, server, personal computer, or network access and control devices.
- Using any program, file, script, command or the transmission of any message or content of any kind, designed to interfere with a terminal session or the access or use of the Internet or other means of communication.

- Falsifying packet header, sender, or User information whether in whole or in part to mask the identity of the sender, originator or point of origin.
- Engaging in “phishing,” such as by sending emails that falsely claim to be from a legitimate enterprise in an effort to induce recipients to surrender private information that will be used for raiding bank accounts, identity theft or other illegal or illegitimate purposes.

THREATS

Neither Customer nor any User may use the Service to host, post, or transmit materials of a threatening or violent nature, including threats of death or physical harm, harassment, libel, and defamation, or materials that provide guidance, information or assistance with respect to causing damage or security breaches to Mediacom’s network or to the network of any other Internet Service Provider.

OFFENSIVE MATERIALS

Neither Customer nor any User may use the Service for the hosting, posting, transmission, or distribution of offensive materials, including obscene, pornographic, indecent, hateful, malicious, racist, and treasonous materials.

SPAMMING

Spamming is an unacceptable use of the Service. Spamming includes any of the following activities:

- Posting a single message, or messages similar in content, to more than five online forums or newsgroups.
- Posting messages to online forums or newsgroups that violate the rules of the forums or newsgroups.
- Collecting the responses from unsolicited email.
- Maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages.
- Sending any unsolicited email that could be expected, in Mediacom’s discretion, to provoke complaints.
- Sending email with charity requests, petitions for signatures, or any chain mail related materials.
- Sending unsolicited email without identifying in the email a clear and easy means to be excluded from receiving additional email from the originator of the email.
- Sending email that does not accurately identify the sender, the sender’s return address, and the email address of origin.
- Using Mediacom facilities to violate another Internet Service Provider’s acceptable use policy and/or terms of service.
- Using another site’s mail server to relay mail without the express permission of the site.
- Using Internet addresses that you or the User do not have the right to use.
- Sending messages that are harassing or malicious, or otherwise

could reasonably be predicted to interfere with another party’s quiet enjoyment of the Services or the Internet (e.g., through language, frequency, size or otherwise).

- Distributing or using software designed to promote the sending of unsolicited bulk electronic messages.
- Using distribution lists containing addresses that include those who have opted out.
- Sending bulk electronic messages in quantities that exceed industry norms or that create the potential for disruption of the Mediacom network or of the networks with which Mediacom interconnects.

INTERFERENCE

You and each User shall not use the Service in a manner that interferes with any communications network or the usage or enjoyment of services received by others.

You are Responsible for the Security of Your Computers and Data and to Take Measures to Protect Against Viruses; Use of Wireless Internet Connections

Users of the Service are responsible for maintaining the basic security of their systems to prevent their use by others in a manner that violates these Policies and for taking corrective actions on vulnerable or exploited systems to prevent continued abuse.

You are solely responsible for the security of any computer or device you use in connection with the Service and any data stored or software installed on that computer or device to prevent use by others in a manner that violates these Policies. Examples of failure to provide basic security include but are not limited to improperly securing a mail server so that it may be used by others to distribute spam and improperly securing an FTP server so that it may be used by others to illegally distribute copyrighted material. You are responsible for taking corrective actions on vulnerable or exploited systems to prevent abuse.

Without limiting the generality of the foregoing, each computer or other device used with the Service must be maintained in accordance with generally accepted security principles. Without limitation, each user must:

- Keep your computer operating system up to date with all of the latest service packs and operating system patches.
- Implement standard anti-virus practices (“virus” refers to the entire group of destructive software including but not limited to viruses, worms and Trojans), which include but are not limited to:
- Using anti-virus software such as Computer Associates, Norton Internet Security or McAfee or other anti-virus program with up-to-date virus definitions;
- Performing a full scan of each hard disk for viruses at least weekly; and
- Exercising reasonable judgment about handling email and other files that are likely virus carriers. (Do not open email or email attachments that come from unknown sources or that have unexpected subject headings or that show evidence of multiple forwarding.)

- Enable the firewall built into your operating system or a third party firewall program such as Norton Internet Security, Zone Alarm Pro or other personal firewall software.
- Scan each computer at least once weekly with Anti-Spyware programs such as Spybot and Adaware or other Spyware detection and removal tool.
- Immediately resolve any known security problems with your computer, software or stored data.

Users of the Service who connect to the Internet through a wireless modem, router or other device are required to take the additional security measures that are recommended by the manufacturer of the wireless device used or security experts. You should consult the user manuals or other literature that was included with your wireless device, visit the areas of the manufacturer's website that contains security information and/or consult reliable sources of information about wireless security available on the World Wide Web.

Information about low-cost or no-cost security solutions and how to keep your operating system updated and enhance the security of your equipment and files usually can be found on the Website of the manufacturer of your operating system or elsewhere on the World Wide Web. Mediacom recommends that you use additional methods to prevent or minimize unauthorized use of or access to your computer or data, including (a) altering your user password frequently, and in any case, every three months; (b) disabling file or printer sharing of any sort; and (c) password protecting any particularly sensitive files or applications on your computer. Mediacom strongly discourages the conduct of confidential transactions (such as online banking, credit card usage) over any wireless connection.

Each subscriber and user is solely responsible for the security of his or her computers and connected devices and communications or other activities using the Service. Mediacom is not obligated to provide any type of security system, either hardware or software, to subscribers or users for the purpose of preventing unauthorized access. If Mediacom does provide any such hardware or software, it is not responsible or liable if it does not work as intended or is otherwise ineffective. Mediacom, is not responsible or liable if use of any security method, software, tool or other measure that Mediacom requires, recommends or provides does not prove to be adequate to prevent damage to or loss or destruction of any software, files or data resulting from any virus, bomb, worm or other harmful item or unauthorized access to or use of your computer or other equipment, account, files or data. You assume all risk of accessing content through the Service. Mediacom and its affiliates, licensors, contractors and suppliers do not assume any responsibility for the content contained on the Internet or otherwise available through the Service and they shall not have any liability for any claims relating to access to such content. Content questions or complaints should be addressed to the content provider.

CERTAIN OTHER CUSTOMER RESPONSIBILITIES

INTERNET CONTENT

You are solely responsible for any content that you or any User publish or distribute on the Web or otherwise through the Service. You must, for example, take appropriate precautions to prevent minors from receiving inappropriate content. You represent and warrant to Mediacom, on behalf of yourself and each User, that any and all content that you or any User reproduces, stores, publishes, displays, transmits or distributes complies with these Policies, and you authorize, on behalf of yourself and each User, Mediacom and its distribution service providers or other contractors to reproduce, store, publish, display, transmit, and distribute such content as necessary for the provision of or otherwise in connection with the Service and to identify you or any User as the author or source of such content.

INTERNET ACCESS

You and each User must comply with the rules of Web sites and other resources you or any User access. The Service may provide access to search engines, subscription services, newsgroups, chat areas, bulletin boards, Web pages and other resources that publish terms of use, policies, rules, guidelines or agreements to govern their use. You and each User must review and adhere to any such terms, policies, rules, guidelines and agreements, which may include standards unique for the particular resource. In addition, the use of any software or content in connection with or through the Service must be in accordance with any applicable license agreements or terms of use.

BANDWIDTH AND DATA STORAGE

You and each User must comply with the bandwidth usage, data storage and other limitations on the Service that are in effect from time to time. If the aggregate usage by you and all Users exceeds these limitations, Mediacom may, at its sole discretion, charge you for the excess usage, reduce transmission speed or other Service parameters, limit, suspend or terminate the Service or take other actions. By way of example (without limitation) you may not:

- Use or run dedicated, stand-alone equipment or servers from your premises that provide network content or any other services to anyone outside of your premises. Examples of prohibited equipment and servers include, but are not limited to, email, Web hosting, file sharing, and proxy services and servers;
- Restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- Restrict, inhibit, interfere with, or otherwise disrupt or cause performance degradation, regardless of intent, purpose or knowledge, to the Service;

- Resell the Service or otherwise make available to anyone outside the your premises the ability to use the Service (for example, though Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal use only and you agree not to use the Service for operation as an Internet service provider;
- Connect the Mediacom Equipment to any computer outside of your premises;
- Interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading the Service, improper seizing and abusing operator privileges, and attempts to “crash” a host; and
- Accessing and using 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 unless you are subject to a Service plan that expressly permits you to do so.

NETWORK MANAGEMENT

Mediacom manages its network with one goal: to deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. If the company did not manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of these Policies, Mediacom can deliver the best possible broadband Internet experience to all of its customers.

The company uses reasonable network management practices that are consistent with industry standards. While Mediacom tries to use tools and technologies that are minimally intrusive, its network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet. The tools and techniques that Mediacom uses to manage its network can and do change frequently. For example, these network management activities may include, but may not be limited to, (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily delaying or terminating traffic to and from high-bandwidth users during periods of high network congestion, , and (iv) using other tools and techniques that Mediacom may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

Mediacom also reserves the right to suspend or terminate Service accounts where bandwidth consumption is not characteristic of a typical user of the Service as determined by Mediacom in its sole discretion. You must also ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person’s use of the Service, or represent (as determined by Mediacom 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 Mediacom’s ability to deliver and monitor the Service or any part of its network.

If you use the Service in violation of the restrictions referenced above, that is a violation of these Policies. In these cases, Mediacom may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to a different version of the Service if you wish to continue to use the Service at higher bandwidth consumption levels. Mediacom may also provide versions of the Service with different speed and bandwidth consumption limitations, among other characteristics, subject to applicable Service plans.

Mediacom reserves the right to investigate suspected violations of these Policies, including the gathering of information from the user or users involved. During an investigation, Mediacom may suspend the account or accounts involved and/or remove or block material that potentially violates these Policies. You expressly authorize and consent to Mediacom and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce these Policies. Upon termination of your Service account, Mediacom is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

You must ensure that your or any User’s activities do not improperly restrict, inhibit, or degrade any other user’s use of the Service, nor represent (in the sole judgment of Mediacom) an unusually large burden on the Service as a whole. In addition, you must ensure that your or any User’s activities do not improperly restrict, inhibit, disrupt, degrade or impede Mediacom’s ability to deliver, manage and administer the Service.

NO RESALE

Unless expressly permitted in a written agreement with Mediacom, neither you nor any User may resell, share, or otherwise distribute the Service or any part of it to any third party. For example, you cannot use the Service to provide Internet access to others through a dial-up connection, host shell accounts over the Internet, provide email or news service or send a news feed.

ROUTERS OR SERVERS

Running a router or server in connection with the Service is not prohibited, but is not supported by Mediacom. Neither you nor any User may provide network services to others via the Service.

MEDIACOM MARKS

Neither you nor any User may use any of the corporate or business names, logos or trade or service names or marks of Mediacom or any of its affiliates, licensors, contractors or suppliers unless and to the extent you are expressly and specifically authorized to do so by a written agreement with us or the owner of such name, logo or mark.

EQUIPMENT

All equipment provided by Mediacom in connection with the Service (“Equipment”) will remain property of Mediacom or its suppliers. We may, at our option, provide new, used or reconditioned equipment. Equipment shall be used only for use of the Service pursuant to this Agreement. You agree that neither you nor any User shall permit any third party, to sell, lease, encumber or transfer any Equipment or the right to use any Equipment. Neither you nor any User shall remove, or permit any third party to remove, any Equipment from your premises. If you relocate to a new address, you must contact Mediacom to arrange for

removal of the Equipment and we may charge a new installation fee to initiation Service at your new location.

You shall not, and shall not permit any User or third party to, connect any other device to the Equipment that we have not specifically authorized. The Equipment may not be serviced by anyone other than our employees or authorized representatives. You shall not, and shall not permit any User or third party to, modify or tamper with any Equipment. Such prohibition includes altering the Equipment to change its downloading or uploading capacity.

Mediacom may periodically change the requirements for the computers, equipment, operating system or other items needed for the Service. Mediacom is not obligated to continue to support previously acceptable equipment and, if the requirements change, you may need to acquire new or additional equipment or other items in order to continue to use the Service. Mediacom has the right, but not the obligation, to periodically upgrade, replace or otherwise change the firmware or software our suppliers or we provide for the Service. You and each User consent to such changes (whether or not we give notice of them) and agree that they may be performed remotely through downloads by you or us to your computer or installation at your premises by us or our representatives. Mediacom may modify, replace, add to or relocate the Equipment.

IP ADDRESS BLOCKING/SUITABILITY

The IP addresses provided for the Service will continue to be the property of Mediacom or its suppliers and are not transferable by you. IP address assignments are not guaranteed, and may be modified as required by Mediacom, the American Registry for Internet Numbers (ARIN) or any other relevant authority, agency or organization. Mediacom does not promise that any IP address provided for use with the Service will not be blocked by third parties. If you believe that an IP address be blocked due to actions performed by the person to which it was assigned before you, then, if requested by you, Mediacom will, if reasonably feasible, make a direct request to the blocking party to have the IP address unblocked, but cannot guarantee that such party will respond favorably to the request. Any IP address blocked because of actions by you or any User while that address is assigned to you is entirely your responsibility and Mediacom will not be obligated to take any action to assist in having the IP address unblocked. In all cases, Mediacom does not promise that any IP address provided will be suitable for any activity, task or purpose intended or desired by you or any User.

WARRANTIES/DISCLAIMERS

Anyone who uses the Service is doing so “as is” with no guarantees and no warranty of any kind. Because Mediacom does not own or control the Internet, Mediacom cannot and does not accept any responsibility for injury to you or any User that results from inaccurate, unsuitable or offensive Internet communications. It is up to you to control your use of this Service and to make appropriate use of monitoring software that is available from many third party vendors that can provide filtering and parental control for offensive material. None of the Mediacom Parties has any intention of being financially liable to any customer or user for any harm that may occur through the use of the Service, regardless of whose fault it may be. In addition, none of the Mediacom Parties is responsible for backups of customers’ and users’ files and other information, and Mediacom has the right to delete any information after a customer’s service agreement is terminated.

INDIRECT ACCESS

A violation of these Policies by someone having only indirect access to the Service through a customer or other user will be considered a violation by such customer or other user, whether or not with the knowledge or consent of such customer or other user. As an example, downstream providers are responsible for the actions of customers to whom they provide services operating on the Service. Mediacom will address and attempt to resolve complaints about the actions of customers of downstream providers with such downstream provider.

In addition, these Policies apply to any email or content transmitted by you or any User or on behalf of you or any User, which promotes content hosted or transmitted using Mediacom facilities, or which indicates in any way that any Mediacom Party was involved in the transmission of such email or content.

COPYRIGHT INFRINGEMENT

Mediacom respects the intellectual property rights of third parties, including those granted under the US copyright laws, and the interests of its subscribers and content providers on the Internet. Neither you nor any User may store material of any type or in any format on Mediacom’s systems or servers, disseminate or transmit any content or engage in any activity that constitutes an infringement of third party intellectual property rights, or privacy rights of Mediacom or any individual, group or entity, including but not limited to any rights protected by any patent, trademark, copyright, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation. In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable law, it is the policy of Mediacom to terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers. Appropriate circumstances for such termination may include, but are not limited to, (i) a subscriber or account holder being found by a court of competent jurisdiction to have infringed the copyrights of a third party on two or more occasions, i.e., a repeat infringer, (ii) Mediacom receiving a notice alleging facts which are a violation by the subscriber or account holder of Mediacom’s Copyright and Trademark Policy prohibiting infringing activity involving Mediacom systems or servers, where such allegations are not refuted to our satisfaction or (iii) other cases of repeated flagrant abuse of access to the Internet (e.g., willful commercial piracy or malicious attempts to destroy the value of copyrighted works). In addition, Mediacom expressly reserves the right to terminate or suspend the Service of any subscriber or account holder if Mediacom, in its sole judgment, believes that circumstances relating to the infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Mediacom may have under law or contract. If you believe that copyrighted material has been used in violation of these Policies or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent or the law, please follow the instructions for contacting Mediacom’s designated copyright notice agent as set forth in Mediacom’s Copyright and Trademark Policy located at http://www.mediacomcc.com/disclaimer_trademark.html.

THESE POLICIES ARE ALSO FOR THE BENEFIT OF CERTAIN THIRD PARTIES

In providing the Service, the Mediacom Parties, or any of them, may use the services, equipment and infrastructure and content of affiliates, software licensors, network “backbone” providers, and other contractors, suppliers and third parties. Each such person is expressly made a third party beneficiary of these Policies and the disclaimers, exclusions and limitations of warranties and liabilities, and your indemnification obligations, stated in these Policies and in your applicable Internet Service Agreement. This means that each such person is entitled to directly assert and enforce against you these Policies and those disclaimers, exclusions, limitations and obligations in its, his or her own name and right. Otherwise, there are no third party beneficiaries of these Policies.

CONSEQUENCES

You are contractually obligated to abide by these Policies when using the Service and to ensure that Users likewise comply. Violations of these Policies may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service, or other action appropriate to the violation, as determined by Mediacom in its sole discretion. When feasible, it is Mediacom’s preference to give notice so that violations may be addressed voluntarily; however, Mediacom reserves the right to act without notice when necessary, as determined by Mediacom in its sole discretion. Mediacom may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of these Policies. None of the Mediacom Parties shall have any liability for any such responsive actions. In addition, you agree, on behalf of yourself and each User, to reimburse and indemnify the Mediacom Parties, or any of them, for all claims, suits, proceedings, investigations, liabilities, damages, judgments, costs and expenses, including reasonable attorneys’ fees, that directly or indirectly result from, arise out of or relate to any such violation.

INCIDENT REPORTING

Any questions or complaints regarding violations of these Policies should be directed to Mediacom by email at abuse@mchsi.com. When reporting potential violations, where possible, you agree to include details that would assist Mediacom in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

Revisions to these Policies

Mediacom may modify these Policies at any time, effective when posted to Mediacom’s public Web site. Notice may also be provided via electronic mail or regular mail. If you disagree with any changes, then your sole recourse is to cancel the Service. Any customer who has not notified Mediacom of cancellation in writing within 30 days of Mediacom’s posting of such change tacitly agreed to abide by the changed Policies.

NO WAIVER

The failure of Mediacom to enforce these Policies, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any part of these Policies is held invalid or unenforceable, such portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.