



## Speakeasy Wireless Sharing Policy

For customers who purchased Speakeasy services before October 1, 2010.

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### **Wireless Sharing Policy**

Speakeasy believes that shared wireless networks are in keeping with our core values of disseminating knowledge, access to information and fostering community, provided this usage does not have an adverse impact on the services of other customers, does not involve any illegal activity and is not otherwise in violation of any aspect of our existing Terms Of Service. Please remember that the Speakeasy account-holder is responsible for all activity originating from their DSL line, even if it is the result of other users on a shared wireless connection.

### **Admin-Specific Terms**

Speakeasy allows residential customers to share their broadband connection through a home network that utilizes technology such as Wi-Fi. However, if a Speakeasy member is collecting access fees from any individual accessing their Wi-Fi network, the member must be subscribed to the NetShare service as a NetShare Admin, and the individual must be subscribed as a NetShare Customer.

### **Service Setup and Support**

Speakeasy may recommend specific Wi-Fi hardware but is not responsible for providing, setting up and/or supporting any specific hardware or software downstream of the Speakeasy-provided CPE (broadband modem/router).

Free static IPs are not associated with the NetShare service. Should a NetShare Admin require additional static IPs, they must be subscribed to a "Plus" service package and may request a NetShare static IP for an additional monthly fee. NetShare static IPs are limited to one per NetShare Customer package on the Admin's account.

NetShare Admins are responsible for maintaining the core Wi-Fi network and providing support related to their NetShare Customer's wireless connectivity. Speakeasy will work with NetShare Admins to resolve any issues related to their broadband circuit's connectivity, but will forward any wireless-related NetShare Customer support queries to the NetShare Admin Support Contact on file. Upon notification of a basic access issue, NetShare Admins will respond in a timely manner and diligently work with the NetShare Customer to resolve as soon as is feasible.

Speakeasy will provide all support related to email, news, dialup and add-on services, as well as any billing-related issues requiring resolution. Speakeasy will continue to provide all basic service and billing support for the NetShare Admin's packages and services.



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Upon NetShare Customer signup, Admins are responsible for providing any setup assistance and verifying the connectivity between their Wireless Access Point (WAP) and the NetShare Customer's PC. NetShare Customers will have immediate access to all services, but will not be able to utilize any of the account management tools until the Admin has activated the account billing within MySpeakeasy.

Admins must activate their Customers' account billing in MySpeakeasy within 14 days of initial Customer signup. In the event that the Customer account package is not activated in our system within this time, Speakeasy reserves the right to either activate or cancel the Customer package.

Speakeasy reserves the right to cancel your NetShare Admin package if no Customers are signed up within 90-days of initiating the NetShare Admin service.

### **Service Pricing and Billing**

NetShare Admins may select any retail price for the NetShare Customer Service Package ("package") from \$20 to \$100 per month, incremented in the following manner:

\$20 to \$50 per month: \$5 increments

\$60 to \$100 per month: \$10 increments

NetShare Admins may modify Customer pricing at any time. Modifications will apply to all new NetShare Customers that sign up after the price change is in effect. Should the Admin wish to increase the pricing for their existing Customers, it will be necessary for the existing customers to cancel and re-subscribe to the NetShare Customer service.

Speakeasy will apply a service credit to the Admin's account equal to 80% of the NetShare Customer monthly recurring package fees, before tax, for each active NetShare Customer. This credit will appear on the Admin's account on their first billing date after the NetShare Customer fee has been collected and only if the Customer's account is current at that time. "Current" is defined as no overdue balances on any NetShare Customer package fee or any other Speakeasy-related service fees. Should an overdue balance exist, all credits will be withheld until payment is received from the NetShare Customer in full, at which point a credit will be applied on the next billing date.

Speakeasy will retain 100% of the fees relating to any additional services sold to subscribers.

Speakeasy reserves the right to modify its prices and revenue share structure at any time. Such changes will be communicated at least 30 days in advance of the effective date of change.



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Speakeasy's standard account disconnection policies (as outlined in our Terms of Service) will apply to NetShare Customers. Customers that have requested disconnection will be queued based on their current service period's end date and marked as such in the NetShare Admin's management information within MySpeakeasy. Disconnection can be initiated by the Admin within MySpeakeasy or by the Customer contacting Speakeasy directly.

There are no disconnection fees related to this service however, standard broadband service disconnection fees apply.

If an Admin elects to disconnect the Speakeasy broadband connection associated with the NetShare service, the NetShare Admin and all associated Customer packages will be disconnected as well. If an Admin elects to discontinue the NetShare service by canceling the Admin package, all associated Customer packages will be cancelled as well.

### **Security and Privacy**

NetShare Admins are ultimately responsible for the security and integrity of their shared network. Speakeasy may recommend but is not responsible for monitoring, assuring or enforcing specific network security measures.

An Admin may elect to acquire, install and maintain an appropriate firewall tool to ensure the security of their personal PC, but Speakeasy is not responsible for maintaining or supporting any such firewall tools.

NetShare Admins are bound by Speakeasy's Privacy Policy (as detailed in our Terms of Service) and may not collect, sell, rent, lease or otherwise distribute personally identifiable information or network utilization data of any kind, which directly or indirectly relates to NetShare Customers, to any individual or entity other than Speakeasy, Inc. Admins may collect and share this information with Speakeasy, Inc. for the purposes of monitoring the activity that is generated by their circuit and governed by Speakeasy's Moderations of Use and Acceptable Use Policy.

### **Circuit Activity, Liability and Limitations**

All Speakeasy services are monitored and subject to our Moderations of Use and Acceptable Use Policy (as detailed in our Terms of Service). All NetShare Admins are ultimately responsible for any and all activity that originates from their circuit, whether generated by their own personal use or one of their NetShare Customers, regardless of their knowledge of such activity. This applies to any instances of



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network abuse as outlined in the Moderations of Use and Acceptable Use Policy sections of Speakeasy's Terms of Service.

Speakeasy has the right to terminate the NetShare Admin or Customer service at its sole discretion, as determined by our Moderations of Use and Acceptable Use Policy.

Speakeasy is not liable for any costs, expenses, losses, or damages, either general, special, actual, consequential, or incidental, that you may suffer or that some other person may suffer and claim against you resulting from the following: use, misuse, or service outage; customer premise hardware; your actions or activities, whether legal or illegal; the actions or activities of any other Speakeasy customer, whether legal or illegal; or any other goods or services provided by Speakeasy or any of its vendors. In no event shall Speakeasy be liable to you under this Agreement or in relation to any matters in any way connected with this Agreement in an amount that exceeds the service fees you have paid in the preceding year.

### Customer-Specific Terms

Speakeasy provides the NetShare service to residential 3rd-party customers under a "reasonable effort" basis, in partnership with Speakeasy broadband members that have elected to become NetShare Admins. Please refer to CIRCUIT ACTIVITY, LIABILITY and LIMITATIONS for more detail on the service levels associated with this service. NetShare Customer service is limited to non-Speakeasy broadband members only.

### Service Setup and Support

NetShare Customers may connect to their NetShare Wi-Fi connection utilizing any commercially available equipment. Speakeasy does not sell, subsidize or support any such equipment purchases.

Your NetShare Admin is responsible for assisting you in the initial setup and testing of your new Wi-Fi service prior to activating your account. The Admin is your primary contact on all basic connectivity issues and will work with you to resolve them as quickly as possible. Speakeasy cannot access your Admin's Wi-Fi network and is not ultimately responsible for any outages or delays in repair associated with a Wi-Fi network outage.

The NetShare Admin is ultimately responsible for providing and maintaining the Wi-Fi NetShare network and any and all connectivity issues should be addressed to your NetShare Admin's Primary Support



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Contact. Should you contact Speakeasy for assistance with your Wi-Fi connectivity, your query will be redirected to your NetShare Admin for resolution.

Speakeasy is responsible for providing and maintaining your Admin's core broadband connection, and will work to resolve any connectivity issues caused by a broadband outage as soon as the Admin notifies Speakeasy Customer Support of the connectivity issue.

All support relating to Speakeasy billing, email, news, dialup or add-on services will be resolved by Speakeasy directly. Any issues related to these services should be addressed to Speakeasy Customer Support directly.

Speakeasy will not maintain any login or access code information, including but not limited to passwords, WEP keys or code phrases associated with the basic NetShare connectivity service. Customers must contact their Admin to obtain this information. Any login or access code information relating to the Customer's Speakeasy email, news, dialup or add-on services will be provided and maintained by Speakeasy.

Customer IP addresses are assigned and managed by NetShare Admin utilizing their preferred method of assignment. Speakeasy will not provide static IPs to NetShare Customers.

### **Service Pricing and Billing**

Speakeasy will provide your NetShare Admin information on your account billing status so that they can appropriately manage their Customer base and discontinue service as necessary.

Upon signup, NetShare Customers will have access to all services (i.e. email, dialup, news, etc.) except for the account management tools within MySpeakeasy. The NetShare Admin is responsible for activating the Customer's account billing in MySpeakeasy within 14 calendar days of initial signup. Each NetShare Customer account has a 14-day trial period beginning with service activation. Billing will commence on the 15th day. Customers who elect to discontinue service prior to the 15th day of service will not be charged for service. Speakeasy reserves the right to either activate or cancel any Customer packages not activated within 14 days of initial signup.

Customer accounts are billed each month for the month (30 days) in advance. Credit card is required for service signup and all Customer accounts are setup for automatic monthly renewal. Automatic monthly payment is not negotiable. No other form of payment is available for the NetShare Customer service.



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Speakeasy reserves the right to modify its prices and revenue share structure at any time. Such changes will be communicated at least 30 days in advance of the change being effected.

NetShare Admins may modify Customer pricing at any time. Modifications will apply to all new NetShare Customers that sign up after the price change is in effect. Should the Admin wish to increase the pricing for their existing Customers, it will be necessary for the existing customers to cancel and re-subscribe to the NetShare Customer service.

The NetShare service is provided on a "reasonable effort" basis and Speakeasy is not liable for refunds or credits for any downtime associated with the basic NetShare connectivity service.

Speakeasy's standard account disconnection policies (as outlined in our Terms of Service) will apply to NetShare Customers.

There are no disconnection fees associated with the NetShare Customer service.

If an Admin elects to disconnect the Speakeasy broadband connection associated with the NetShare service, the NetShare Admin and all associated Customer packages will be disconnected as well. If an Admin elects to discontinue the NetShare service by canceling the Admin package, all associated Customer packages will be cancelled as well. In either of these cases, NetShare Customers will have at least 15 days to transfer their existing Speakeasy-provided services to a new service package.

Customers that have requested disconnection will be queued based on their current service period's end date and marked as such in the NetShare Admin's management information within MySpeakeasy. Disconnection can be initiated by the Admin within MySpeakeasy or by the Customer contacting Speakeasy directly.

### **Security and Privacy**

NetShare Admins are ultimately responsible for the security and integrity of their shared network. Speakeasy may recommend but is not responsible for monitoring, assuring or enforcing specific network security measures.

An Admin or Customer may elect to acquire, install and maintain an appropriate firewall tool to ensure the security of their personal PC, but Speakeasy is not responsible for maintaining or supporting any such firewall tools.



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NetShare Admins are bound by Speakeasy's Privacy Policy (as detailed in our Terms of Service) and may not collect, sell, rent, lease or otherwise distribute personally identifiable information or network utilization data of any kind, which directly or indirectly relates to NetShare Customers, to any individual or entity other than Speakeasy, Inc. Admins may collect and share this information with Speakeasy, Inc. for the purposes of monitoring the activity that is generated by their circuit and governed by Speakeasy's Moderations of Use and Acceptable Use Policy.

NetShare Customers are bound by Speakeasy's Privacy Policy (as detailed in our Terms of Service) and may not collect, sell, rent, lease or otherwise distribute personally identifiable information or any network utilization data of any kind to others, which directly or indirectly relates to NetShare Admins, including but not limited to WEP access keys.

### **Circuit Activity, Liability and Limitations**

Wi-Fi is a very convenient and easy to setup networking technology. However, actual coverage may vary widely depending on a number of factors well-beyond Speakeasy's control (i.e. equipment, metallic structures, foliage or buildings).

Speakeasy does not make representation about Wi-Fi's suitability for any specific networking purpose, and shall not be held liable for any loss of revenue, downtime, etc., resulting from an outage on the Wi-Fi network. There is no Service Level Agreement associated to the NetShare service, which includes but is not limited to uptime and throughput guarantees.

Speakeasy reserves the right to modify the features included in this service (such as monthly news quota, dialup, email or any add-on services) at any time.

All Speakeasy services are monitored and subject to our Moderations of Use and Acceptable Use Policy (as detailed in our Terms of Service). All NetShare Admins are ultimately responsible for any and all activity that originates from their circuit, whether generated by their own personal use or one of their NetShare Customers, regardless of their knowledge of such activity. This applies to any instances of network abuse as outlined in the Moderations of Use and Acceptable Use Policy sections of Speakeasy's Terms of Service.

Speakeasy has the right to terminate the NetShare Admin or Customer service at its sole discretion, as determined by our Moderations of Use and Acceptable Use Policy.





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Customer shall indemnify, defend and hold harmless their NetShare Admin from and against all losses, liabilities or damages (not resulting from the negligence or willful misconduct of their NetShare Admin) arising out of the violation of or failure by Customer to comply with applicable federal, state and local laws and/or Speakeasy's Terms of Service.

Speakeasy is not liable for any costs, expenses, losses, or damages, either general, special, actual, consequential, or incidental, that you may suffer or that some other person may suffer and claim against you resulting from the following: use, misuse, or service outage; customer premise hardware; your actions or activities, whether legal or illegal; the actions or activities of any other Speakeasy customer, whether legal or illegal; or any other goods or services provided by Speakeasy or any of its vendors. In no event shall Speakeasy be liable to you under this Agreement or in relation to any matters in any way connected with this Agreement in an amount that exceeds the service fees you have paid in the preceding year.

### **NetShare Network Design**

The NetShare network consists of equipment provided and maintained by three major parties: Speakeasy, the NetShare Admin and the NetShare Customer.