

Toolbar User Agreement

This User Agreement is in addition to the Terms of Use for Atlantic Broadband High Speed Internet Service, the Acceptable Use Policy, and Atlantic Broadband's Customer Privacy Policy.

READ CAREFULLY THE TERMS AND CONDITIONS OF THIS TOOLBAR USER AGREEMENT (*AGREEMENT*). IT CONTAINS THE TERMS AND CONDITIONS BETWEEN ATLANTIC BROADBAND AND YOU, AND SPECIFICALLY GOVERNS USE OF ATLANTIC BROADBAND'S TOOLBAR SOFTWARE (*TOOLBAR*) THAT IS PROVIDED TO YOU. YOU CERTIFY THAT YOU ARE AT LEAST 18 YEARS OLD AND AUTHORIZED TO ENTER INTO THIS AGREEMENT. BY CLICKING ON THE "I AGREE" BUTTON BELOW OR IN ANY OTHER WAY LOADING, ACCESSING, INSTALLING, COPYING OR USING THE TOOLBAR, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU ACCEPT ITS TERMS AND YOU WILL CREATE A LEGALLY ENFORCEABLE CONTRACT AND YOU WILL BE BOUND BY THIS AGREEMENT, AS IT MAY BE AMENDED BY ATLANTIC BROADBAND FROM TIME TO TIME.

IF YOU ARE NOT AT LEAST 18 YEARS OLD, OR IF YOU ARE NOT AUTHORIZED TO ENTER INTO THIS AGREEMENT, OR IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT DOWNLOAD, ACCESS, INSTALL, COPY OR USE THE TOOLBAR.

License

Atlantic Broadband grants you the limited, non-exclusive, non-transferable right and license to use the Toolbar solely for your personal, non-commercial purposes. As a condition of your license, you promise that your use of the Toolbar will always comply with all provisions of this Agreement. This Agreement may be amended by Atlantic Broadband from time to time, in its sole discretion, by posting such changes at www.atlanticbb.com.

Support

Error corrections, patches and other new versions of the Toolbar (collectively, *Updates*), if any, will be treated as the Toolbar and subject to this Agreement (or such other terms and conditions as Atlantic Broadband may specify when the Update is made available).

Termination

You may terminate your Toolbar license at any time by stopping all use of the Toolbar and deleting all copies from your computer and other storage media. Your Toolbar license will terminate immediately, without notice, if you violate any provision of this Agreement.

Toolbar Affiliates

The Toolbar is being made available to you because of your current relationship with the owner of the website where you first accessed the Toolbar and this Agreement (the **Site Owner**). In the course of using the Toolbar, you may be linked to Internet websites (**Websites**) that are owned or operated by the Site Owner or other third parties (collectively, **Toolbar Affiliates**) where certain services, products, software, content and other information (**Content**) may be available. Unless specifically permitted otherwise by the applicable Toolbar Affiliate, you agree to use the Websites and Content solely for your personal, non-commercial purposes and not to download, copy, display, perform, sell, rent, lease, transfer, distribute, adapt, modify or create derivative works of any Content or Website.

Other Terms

This Agreement is applicable solely to the Toolbar, not the Websites or any Content. Therefore, your use of the Websites and Content will be subject to other terms, conditions, representations and warranties, which may be established from time to time by the Toolbar Affiliates. It is your responsibility to understand and comply with the Toolbar Affiliates' terms and conditions. For example, the pertinent Toolbar Affiliate's terms (not this Agreement) will control what information may be collected from you in connection with using any Content or Website and the manner in which such Toolbar Affiliate will store, safeguard, use and disclose that information.

Privacy

Atlantic Broadband's Customer Privacy Policy, found at www.atlanticbb.com describes how we treat personal information when you use our products and services. In addition, the following describes our privacy practices that are specific to the Toolbar.

You do not need to provide any personal information in order to download and use the Toolbar and the toolbar does not collect or gather any personally identifiable information. The Toolbar sends only standard, limited web server logging information to Toolbar Affiliates, derived only from your use of the Toolbar, which they may retain and use to diagnose problems and analyze trends. It does not send any information about the web pages you visit (e.g., the URL) that are unrelated to Toolbar Affiliates. Some toolbar buttons send information such as search queries to sites that are not operated by Atlantic Broadband or covered by our Privacy Policy. Our Privacy policy does not cover information that you send to third parties. Atlantic Broadband may freely disclose aggregate measures of Toolbar usage and performance and other aggregate data that may be derived from your information. Atlantic Broadband may transfer your information to any successor to all or substantially all of its business or assets, stock or other equity interests that concerns the Toolbar.

Atlantic Broadband and Toolbar Affiliates will not intentionally disclose any information to third parties and will not use your information except in connection with providing the Toolbar to you. However, Atlantic Broadband and Toolbar Affiliates may disclose any of your information (i) to comply with any legal, regulatory, law enforcement or similar requirement or investigation and (ii) to enforce, protect or defend Atlantic Broadband or Toolbar Affiliate's rights and properties.

Security

Information collected by the Toolbar will be stored in secure operating environments, which are not made generally available to the public. Unfortunately, data transmission over the Internet cannot be guaranteed to be 100% secure. As a result, Atlantic Broadband does not guarantee the security of any information.

Restrictions

You agree to use the Toolbar in compliance with the terms of this Agreement and all applicable laws and regulations (including export controls), and not to (i) disassemble, decompile, reverse engineer or otherwise try to discover any source code or underlying structures, ideas or algorithms of the Toolbar (except and only to the extent these restrictions are expressly prohibited by applicable statutory law), (ii) encumber, lease, rent, loan, sublicense, transfer or distribute the Toolbar, (iii) copy, adapt, merge, create derivative works of, translate, localize, port or otherwise modify the Toolbar, (iv) use the Toolbar in an automated process or for the benefit of any third party (e.g., time-share or service bureau arrangement) or (v) permit any third party to do any of the foregoing. The Toolbar may not be used in any country or other jurisdiction that does not give effect to all provisions of this Agreement.

Functionality

You understand and agree that the Toolbar may be temporarily limited, interrupted or curtailed due to system capacity limitations; governmental actions; equipment failures; Upgrades; maintenance or events beyond Atlantic Broadband's control. Additionally, the features, functions and performance of the Toolbar, including your ability to access certain Websites or Content, may be reduced or terminated if you (i) change or end your relationship with any Toolbar Affiliate, (ii) do not use any Update or (iii) elect not to provide any information to Atlantic Broadband or Toolbar Affiliate. Without prior notice at any time, Atlantic Broadband and the Toolbar Affiliates may modify or stop offering all or any part of the Toolbar, Websites and Content.

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Except for the limited rights and license expressly granted hereunder, no other license is granted, no other use is permitted and Atlantic Broadband and the Toolbar Affiliates shall retain all right, title and interest in and to the Toolbar, Websites and Content (and all patent rights, copyright rights, trademark rights, trade secret rights and all other intellectual property and proprietary rights embodied therein). All

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No Warranties

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Limitation of Liability

YOUR USE OF THE TOOLBAR, WEBSITES AND CONTENT IS SOLELY AT YOUR OWN RISK. IN NO EVENT SHALL ATLANTIC BROADBAND OR ANY TOOLBAR AFFILIATE BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (I) MATTER BEYOND ITS REASONABLE CONTROL, (II) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (III) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (IV) DAMAGES IN THE AGGREGATE IN EXCESS OF \$100, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify, and hold harmless Atlantic Broadband, each Toolbar Affiliate and their respective affiliates, subsidiaries, employees, contractors, agents, officers, directors, representatives and assigns from all claims, actions, damages, losses, liabilities, penalties, costs and expenses (including attorneys' fees) that arise from your use or misuse of the Toolbar or any Website or Content. Atlantic Broadband reserves the right to assume the exclusive defense and control of any matter subject to this indemnity, in which case you agree that you will render all reasonable cooperation, assistance and information.

Dispute Resolution

This Agreement will be governed by and construed in accordance with the laws of the State of New York, USA, without giving effect to the conflict of laws provisions of New York or your actual state or country of residence. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The sole jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in New York, and both parties consent to the jurisdiction of such courts with respect to any such action.

Miscellaneous Provisions

This Agreement constitutes the entire agreement between the parties with regard to, and supersedes all prior negotiations, understandings or agreements (oral or written) between the parties relating to, the subject matter of this Agreement (and all past dealing or industry custom). This Agreement and your rights and obligations under this Agreement may not be assigned or delegated by you in whole or in part, without Atlantic Broadband's prior, written consent. No change, consent or waiver will be effective unless in writing and signed by the party against which enforcement is sought. The failure of either party to

enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

Acknowledgments

You acknowledge and agree that (i) you have read and understand this Agreement, (ii) you have had an opportunity to have legal counsel review this Agreement, (iii) this Agreement has the same force and effect as a signed agreement and (iv) issuance of this license does not constitute general publication of the Toolbar.

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