

NET PRIVACY: SEVEN THINGS YOU NEED TO KNOW ABOUT YOUR BROADBAND INTERNET CONTRACT

DID YOU KNOW that your broadband Internet provider's contract says?:

1. You have no privacy in what you do on the Internet.

As a mandatory condition of receiving service, you are required to waive your privacy rights. By purchasing and using broadband service, you have agreed to give up your expectations of privacy. As a result, you can't reasonably expect any confidentiality in the information that you send or receive over the Internet.

Did you know you agreed to this?

2. You have consented to the monitoring of your Internet activities.

Everything that you do over the Net is subject to monitoring. You have agreed that your broadband provider can inspect and collect your online communications for any purpose. Broadband providers have now installed Deep Packet Inspection equipment on their networks and are monitoring your traffic.

Did you know you agreed to this?

3. Your personal communications are your broadband provider's *business records*.

Although you likely consider your Internet activities to be personal and private, your terms of service say this information is a business record or your broadband provider. Since your broadband provider owns the records of what you do online, it can do whatever it likes with the information, including selling it to advertisers or releasing it to the public.

Did you know you agreed to this?

4. Your broadband service can be terminated if you violate the Acceptable Use Policy.

Even though your broadband provider can't be held responsible for what you do on the Internet, your residential contract has a long list of rules of "acceptable" online activities. If you violate any of these rules, your service can be cancelled and you may be required to pay a hefty early termination fee. The rules often include:

- ✓ No profiting
- ✓ No using peer-to-peer applications
- ✓ No open WiFi
- ✓ No forging headers for privacy
- ✓ No uploading "objectionable" content
- ✓ No collecting information about others
- ✓ No use of traffic monitoring tools

Did you know you agreed to this?

5. You can't sue your broadband provider if it ever does anything wrong.

Under your terms of your contract, you cannot take your broadband to court if it acts unfairly or harms you in any way. You have given up your right to sue and all disputes are to be resolved through arbitration, where the deck is unfairly stacked against customers.

Did you know you agreed to this?

6. Your broadband provider can change the contract at any time without telling you.

Broadband providers often make important changes to their contracts by merely updating their websites. You are expected to check the contract's webpage on a regular basis to discover any changes, even though you won't be told when and where they appear. If you keep using the broadband service after any changes are made, you have accepted and are bound to the new terms, even if you were not aware of the changes.

Did you know you agreed to this?

7. If you don't like these terms, then find another broadband provider.

If you don't want to agree to these mandatory conditions of service, your only option is to take your business to another broadband provider (if one is available to you). If you're a current customer and you're unsatisfied with the terms, all you can do is cancel your service and pay an expensive early termination fee. If you go to another broadband provider; however, you're almost certainly going to have to agree to similar terms of service.

Did you know you agreed to this?