



September, 2011

To our valued current and prospective subscribers:

Subject: Why ISPs prohibit file sharing and the use of so-called “Ripper” download software

Airebeam Broadband hereby makes you aware of an important set of rules that govern the way you may use our Internet Service. The full description of these rules is posted in our Acceptable Use Policy, which you may read at <http://www.airebeam.com/terms.htm>. This document deals with a subset of those rules which require you to constrain the number of download streams that you use and to eliminate any upload streams being created by the “Download” software that you are using. We sincerely appreciate your mandatory observance of these rules. This document’s purpose is to help you understand why ISPs are constraining the capabilities of the type of “download ripper” software that you are using...

Bandwidth Management

ISPs manage a network of circuits which provide Internet bandwidth to community of many users. By definition, the “network” is a group of circuits which are shared by the many users making up this community. In any “community shared by members”, whether it is a homeowner’s association, a class of students at a school, a club or as in this case, a communications network, rules exist to assure that all members of the community are able to enjoy the same capabilities provided to the “community”. In communication networks, some of those rules govern the amount of the community’s bandwidth that any single member can consume at a given instance. We call those rules “Bandwidth Mangement” rules.

Downloaders vs. “Rippers”

Microsoft Internet Explorer, Mozilla FireFox and Apple Safari are all examples of “well behaved” downloading software. Each is capable of downloading a file in a single stream whose speed is governed by the ISP’s “bandwidth management” rules.

Along came “Rippers”. Rippers are multistream software tools which, by design, attempt to subvert the ISPs bandwidth management rules by downloading and / or uploading multiple simultaneous streams, each of which is equal to the amount of bandwidth that downloading user is paying for, as many streams as the user’s computer will permit or as many as there are “sources” of the same file that you are attempting to download or as many users as there are trying to upload files which you have previously downloaded.

So, what are “sources”. The web site from which the user thinks he/she is downloading the “file”, indeed is NOT providing the file. Instead, while the site initially provided the file, the

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web site remembered the IP addresses of each and every computer that ever downloaded the file, and, when the web site accumulated enough participants, it ceased to provide the file to the requesting customer, instead, simultaneously directing the “Ripper” software to upload a fractional piece of the file from EVERY person who ever downloaded it and who is currently “online”, all without the knowledge or consent of the PC owners from whom the fractional file piece are being uploaded...This includes **YOU!**

To accomplish this, Ripper opens a separate upload/download stream from each source and converges each of these streams on your computer where the “Ripper” software puts the file back together into it’s original format and composition.

Pros and Cons

Pro: You get the file super fast!

Pro: In the case of recorded music, music or videos, you get the copywritten intellectual property of others without having to pay for it.

Con: You are surreptitiously penetrating the private computer space belonging to many people whom you have never met, without their consent, thus compromising their security; e.g. you stole the file from their computer.

Con: You are defeating the bandwidth management rules that your ISP has put in place to help assure that everyone in the community may equally enjoy the resources provided by the ISP; consequently, you are over consuming the ISPs resources at the expense of the rest of the members of the community.

And, here is the “biggy”..90% or more of the files that are available for download using these “Ripper” methods, are **ILLEGALLY COPIED, PIRATED SOFTWARE Files**. As such, as the downloader, you most probably have **violated** one or more of the **United States Copyright Laws** and have exposed yourself to the possibility of **finest and/or imprisonment**.

So, here are Airebeam Broadband’s rules concerning downloading and file sharing:

- 1) As our valued customer, you may download any file to which you have legal access, using a single stream downloader such as Microsoft Internet Explorer or any standard FTP product.
 - a. You may do so, within reason, in an unlimited manner throughout the course of the service period.
- 2) As our valued customer, you may upload any file to which you have legal access and which you are permitted to copy (under the terms of the US Copyright Laws), using a single stream uploaded such as Microsoft Internet Explorer or any standard FTP product.
- 3) You may not download copywritten material to which you do not have legal access, as defined by the copyright laws of the United States of America.
- 4) You may not share copywritten material with others by using our network. Examples are copies of copywritten recorded music or CDs.

- 5) You may not use RIPPER software configured to download more than 1 stream at a time.
- 6) You may not use RIPPER software which permits your PC to become a file server, thus allowing others to upload files from your PC and share these files with others, regardless of whether the files being shared are copyrighted or not.
- 7) If you violate any of these rules, Airebeam Broadband reserves the right to temporarily suspend your service without notice.
- 8) If after communicating with Airebeam Broadband as to why your service has been suspended, you do not comply with these rules, Airebeam Broadband reserves the right to permanently terminate your service and to remove our equipment from your premises without refunding you any partial payments for unused parts of the current service period.
- 9) If you violate these rules, Airebeam Broadband will, if so requested, comply with existing Arizona and United States Laws which compel us to provide your name and address to any authority which is legally entitled to demand said information from us.

We understand that these rules are firm and absolute and to some, may seem harsh. Such is the importance of the problem that these rules are designed to manage:

- a) Network Abuse;
- b) Protection of the Intellectual Property Rights of others;
- c) Willful piracy of copyrighted material and violation of the Copyright Laws of the United States of America.

We respectfully require you to comply with these rules or forfeit your right to be a customer of Airebeam Broadband.

You may direct all questions concerning this policy to the managing member of Airebeam Broadband, LLC, who may be contacted at abuse@airebeam.com or at 520-233-7400.