

Acceptable Use Policy

By using Nsight's broadband ISP service, Customer agrees to be bound by, and comply with, this Acceptable Use Policy ("AUP") and any Terms and Conditions associated with the service(s) to which the customer subscribes. Nsight reserves the right to change or modify the AUP and Terms and Conditions at any time at its discretion. Any changes or modifications become effective when posted. Customer's use of Nsight's broadband ISP service after the changes or modifications have been posted shall constitute acceptance of all such changes or modifications.

- 1. Enforcement and Notification.** Any user which Nsight, at its sole discretion, determines has violated the terms of this AUP or Terms and Conditions may be subject to Nsight taking action to enforce this AUP and Terms and Conditions. Those actions may include, but are not limited to, warning the violating user, suspending the violating user's account(s), or terminating the violating user's account(s). Nsight may, when feasible, attempt to notify the user of the violation and allow the user to correct the violation. However, notification is not required nor does a failure to notify a user limit the actions Nsight may take.

Nsight reserves the right to immediately suspend or terminate a user's service without notice in response to a legal order or government notice that certain conduct must be terminated immediately. In addition, Nsight reserves the right to immediately suspend or terminate a user's service without notice if Nsight reasonably determines that a user's conduct: (a) violates any applicable law or regulation; (b) exposes Nsight to criminal or civil liability, prosecution, or sanctions; (c) exposes Nsight's network or Nsight's customers' network or property to harm; (d) interferes with the integrity or normal operations of Nsight's network; or, (e) interferes with another Nsight customer's use of Nsight's broadband ISP service.

Nsight reserves the right to remove, block, filter, or restrict the transmission of any material or content that Nsight determines, at its sole discretion, is unlawful. Such transmission, or attempted transmission, violates this AUP and Terms and Conditions and Nsight may take action as described above.

- 2. Prohibited Conduct and Activities.** The Nsight network must be used in a manner consistent with the intended use and purpose of Nsight's network and services provided to the customer and may only be used for lawful purposes. Customers are prohibited from using Nsight's network and services in order to transmit, distribute, or store material that in any way is unlawful, that is harmful to or interferes with Nsight's network or services, or that adversely affects, or interferes with, the use or enjoyment of Nsight's network or services by other users. In addition, the conduct and activities listed below are specifically prohibited. The list is not exclusive. Failure to specifically list a prohibited conduct or activity does not imply or confer that said conduct or activity is permitted or lawful.
 - a. Unlawful Activities.** Nsight's services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, federal, national or international law, treaty, court order, ordinance, regulation, or administrative rule. Customer shall not use Nsight's network or services to transmit any material whose transmission is unlawful under any law applicable to such transmission.
 - b. Harm to Minors.** Customer shall not use Nsight's network or services to harm, or attempt to harm, minors in any way.
 - c. Child Pornography.** Customer shall not use Nsight's network or services to publish, submit, receive, upload, download, post, use, copy, produce, transmit, distribute, or store child pornography.
 - d. Threatening Material or Conduct.** Customer shall not use Nsight's network or services to host, post, transmit, or re-transmit any content or material that harasses or threatens or encourages bodily harm or destruction of property.
 - e. Inappropriate Content.** Nsight reserves the right to remove or restrict posting of materials that, at Nsight's sole and reasonable discretion, is determined to be obscene, indecent, defamatory, libelous, hateful, malicious, threatening, abusive, racist, excessively violent, promoting use of violence against others, fraudulent, or treasonous.
 - f. Harassment.** Customer shall not use Nsight's network or services to transmit any material that unlawfully or otherwise harasses another.
 - g. Intellectual Property.** Customer shall not use Nsight's network or services to publish, submit, receive, upload, download, post, use, copy, reproduce, transmit, re-transmit, distribute, or store any material that may be subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights including, but not limited to, copyright, patent, trademark, trade dress, and trade secret. Customer shall not use Nsight's network or services in any manner that would dilute, misappropriate, infringe, or violate any such rights.
 - h. Fraudulent or Misleading Content.** Customer shall not use Nsight's network or services to transmit or distribute material containing fraudulent offers for goods and services or any advertising containing false, deceptive, or misleading statements, claims, or representations.

