



ACCEPTABLE USE POLICY

IN ORDER TO PROVIDE HIGH QUALITY CUSTOMER SERVICE AND TO INSURE THE INTEGRITY OF BIG SANDY BROADBAND, BIG SANDY SMALL BUSINESS INTERNET (SBI) AND BIG SANDY COMMERCIAL INTERNET ACCESS (COLLECTIVELY REFERRED TO AS THE SERVICE), BIG SANDY TV CABLE HAS ADOPTED THIS ACCEPTABLE USE POLICY.

PLEASE READ THIS ACCEPTABLE USE POLICY PRIOR TO ACCESSING THE SERVICE. THE WORD CUSTOMER IS USED HEREIN TO REFER TO ANY INDIVIDUAL, ENTITY OR BUSINESS ORGANIZATION THAT SUBSCRIBES TO THE SERVICE. BY USING THE SERVICE, CUSTOMER AGREES TO THE TERMS OF THIS ACCEPTABLE USE POLICY. BIG SANDY TV CABLE RESERVES THE RIGHT TO IMMEDIATELY TERMINATE THE CUSTOMER'S ACCOUNT WITHOUT NOTICE, AT BIG SANDY'S SOLE DISCRETION, IF CUSTOMER OR OTHERS WHO USE CUSTOMER'S ACCOUNT VIOLATE THIS ACCEPTABLE USE POLICY. BIG SANDY ALSO RESERVES THE RIGHT TO IMMEDIATELY REMOVE ANY MATERIAL OR INFORMATION THAT VIOLATES THIS POLICY FOR ANY REASON WHATSOEVER AT BIG SANDY'S SOLE DISCRETION WITHOUT PRIOR NOTICE.

1. USE

A) BIG SANDY BROADBAND

Big Sandy Broadband is designed for personal and family use within a single household. Customer agrees that only the Customer and co-residents living in the same household will use the Service. The term 'single household' means the Customer's home and includes an apartment, condominium, flat or other residential unit that may be used as a residence in any multiple dwelling unit. Customer may not resell or distribute the Service outside Customer's household. The Service is being provided solely for use in Customer's household and any unauthorized access by a third party to e-mail, Internet access, or any other function of the Service relieves Big Sandy of any affirmative obligations it may have, and is in violation of this Policy.

Customer may set up one (1) web page per primary e-mail account for personal use using the Service, but Customer may not establish a web page using a server located at Customer's home. Customer will not use, nor allow others to use, Customer's home computer as a web server, FTP server, file server or game server or to run any other server applications. Customer will not use, nor allow others to use, the Service to operate any type of business or commercial enterprise. Customer will not advertise that the Service is available for use by third parties or unauthorized users.

Big Sandy reserves the right to disconnect or reclassify the Service to a higher grade for failure to comply with any portion of this provision or this Policy. Any violation of these policies may lead to prosecution under state and/or federal law and/or termination of Customer's service.

B) BIG SANDY SMALL BUSINESS INTERNET

Big Sandy SBI is designed for use by single small-sized businesses including small offices-home offices (SOHO).

Customer will not resell or redistribute, nor allow others to, resell or redistribute access to the Service in any manner. Except as expressly provided in any contract for service, the prohibition on resale or redistribution of access includes, but is not limited to hosting applications such as the provision of e-mail, FTP and Telnet access.

Big Sandy reserves the right to disconnect or reclassify the Service to a higher grade for failure to comply with any portion of this provision or this Policy. Any violation of these policies may lead to prosecution under state and/or federal law and/or termination of Customer's service.

C) BIG SANDY COMMERCIAL INTERNET ACCESS

Customer will not resell or redistribute, nor allow others to resell or redistribute access, to the Service in any manner. Except as expressly provided in any contract for service, the prohibition on resale or redistribution of access includes, but is not limited to, hosting applications such as the provision of e-mail, FTP and Telnet access.

Big Sandy reserves the right to disconnect or reclassify the Service to a higher grade for failure to comply with any portion of this provision or this Policy. Any violation of these policies may lead to prosecution under state and/or federal law and/or termination of Customer's service.

2. NO ILLEGAL OR FRAUDULENT USE

Customer will not use, nor allow others to use the Service to violate any applicable federal, state, local or international laws (including, but not limited to, the Children's Online Privacy Protection Act). Customer will not use, nor allow others to use, the Service to commit a crime, act of terrorism, or fraud, or to plan, encourage or help others to commit a crime or fraud, including but not limited to, acts of terrorism, engaging in a pyramid or ponzi scheme, or sending chain letters.

3. NO COPYRIGHT OR TRADEMARK INFRINGEMENT

Customer will not use, nor allow others to use, the Service to send or receive any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software.

Big Sandy is registered under the Digital Millennium Copyright Act of 1998 (DMCA). Under the DMCA, copyright owners have the right to notify Big Sandy if they believe that a Big Sandy customer has infringed the copyright owner's work(s). If Big Sandy receives a notice from a copyright owner alleging any Customer has committed copyright infringement, Big Sandy will notify the Customer of the alleged infringement. If Big Sandy receives more than one notice alleging copyright infringement on Customer's part, Customer may be deemed a "repeat copyright infringer." Big Sandy reserves the right to terminate the accounts of repeat copyright infringers.

4. NO THREATS OR HARASSMENT

Customer will not use, nor allow others to use, the Service to transmit any material that threatens or encourages bodily harm or destruction of property or which harasses, abuses, defames or invades the privacy of any other person or entity.

5. NO HARM TO MINORS

Customer will not use, nor allow others to use, the Service to harm or attempt to harm a minor, including but not limited to using the Service to send pornographic, obscene or profane materials.

6. NO "SPAMMING"

Customer will not use, nor allow others to use, the Service to send unsolicited messages or materials, bulk e-mail, or other forms of solicitation ("spamming"). Big Sandy reserves the right, in Big Sandy's sole discretion, to determine whether such posting or transmission constitutes unsolicited messages or materials.

7. NO "HACKING"

Customer will not use, nor allow others to use, the Service to access the accounts of others or to attempt to penetrate security measures of the Service or other computer systems ("hacking") or to cause a disruption of the Service to other on-line users. Customer will not use, nor allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools.

8. NO SYSTEM DISRUPTION

Customer will not use, nor allow others to use, the Service to disrupt Big Sandy's network or computer equipment owned by other Big Sandy customers. Any static IP address must be authorized and provisioned by Big Sandy. Customer also agrees that Customer will not use, nor allow others to use, the Service to disrupt other Internet Service Providers or services, including but not limited to e-mail bombing or the use of mass mailing programs.

9. NO IMPERSONATION OR FORGERY

Customer will not, nor allow others to, impersonate another user, falsify one's user name, company name, age or identity in e-mail or in any post or transmission to any newsgroup or mailing list or other similar groups or lists. Customer will not, nor allow others to, forge any message header of any electronic transmission, originating or passing through the Service.

10. NO ABUSE OF NEWSGROUPS

Customer will not, nor allow others to, post a similar item to more than six (6) newsgroups or mailing lists. Customer will not, nor allow others to, post or transmit any private, third party e-mail to any newsgroup or mailing list without the explicit approval of the sender.

11. NO EXCESSIVE USE OF BANDWIDTH

If Big Sandy determines, in Big Sandy's sole discretion, that Customer is using an excessive amount of bandwidth over the Big Sandy network infrastructure for Internet access or other functions using public network resources, we may terminate Customer's account at any time and without notice, or require Customer to upgrade Customer's service level and pay additional fees in accordance with our then-current, applicable, published rates for such service.

12. NO "VIRUSES"

Customer will not use, nor allow others to use, the Service to transmit computer "viruses," worms, "Trojan horses" or other harmful software programs. Customer will use standard practices to prevent the transmission of such viruses or other harmful software.

13. REVISIONS TO POLICY

Big Sandy reserves the right to update or modify this Policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of the policy. Notice of modifications to this Policy may be given by posting such changes to Big Sandy's homepage (www.bigsandybb.com), by electronic mail or by conventional mail.

Acceptable Use Policy, Version 1.0