



NYMBLE™ HIGH SPEED INTERNET SERVICE ACCEPTABLE USE POLICY

This Acceptable Use Policy ("the Policy") governs use of Nymble Internet Service ("the Service"). All subscribers to the Service are required to comply with this Acceptable Use Policy. Failure to comply with the Policy is grounds for termination of the Service.

The Acceptable Use Policy is subject to revision from time to time. Subscribers should review the Policy periodically to ensure continuing compliance, as detailed below:

On The Web: www.buckeyebroadband.com/nymble

Questions (phone): 1-844-4NYMBLE (696253)

Questions (email): support@nymble.com

Concerns about possible violations may be reported to us in the same manner.

The Service enables residential Users to enjoy a reliable and affordable connection to the Internet. To deliver this Service, Nymble adopts this Acceptable Use Policy ("Policy"). The Policy outlines acceptable use of the Service, and compliance with it a condition of your Service. This Policy is in addition to any restrictions contained in any other terms and conditions of Service, available at www.buckeyebroadband.com/nymble.

Nymble may revise this Policy from time to time by posting a new version on the website and providing notice in writing, via automated service messaging, electronically, or any other reasonable mechanism. Revised versions of this Policy are effective seven (7) days after posting. Subscribers should review the Policy periodically to ensure continuing compliance.

Use of the Service is subject to the rules and guidelines stated herein. Each user is responsible for ensuring that the use of the Service complies with this Acceptable Use Policy. ANY SUBSCRIBER USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS, AS AMENDED OR REVISED FROM TIME TO TIME, SHOULD IMMEDIATELY STOP USE OF THE SERVICE AND NOTIFY THE NYMBLE CUSTOMER SERVICE GROUP SO THAT THE SUBSCRIBER'S ACCOUNT MAY BE CLOSED FOR A REFUND. EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO OTHERWISE APPLICABLE LAW, NO REFUNDS ARE AVAILABLE FOR PREPAID SERVICES NOTWITHSTANDING ANY REASONABLE CHANGES OR REVISIONS TO THE SERVICE OR THE TERMS, CONDITIONS, AND APPLICABLE LEGAL RESTRICTIONS GOVERNING SUCH SERVICE.

The Service provides access to the Internet, which is used by millions of other users. Each user of the Internet benefits by being able to share resources and communicate with other members of the Internet user community. However, as with any community, the benefits and information available through the Service and the Internet in general must be balanced with the duties, obligations, and responsibilities each user has to ensure that all users are able to use the Service and Internet as they wish without disruption, interference, or other negative consequences.

The Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others.

Prohibited Activities

Prohibited activities include but are not limited to the following activities, or any activities undertaken for or accomplishing any unlawful purpose:

1. Posting or disseminating material or information which is unlawful (such as child pornography or obscene material);
2. Posting or disseminating material or information which a reasonable person could deem to be unlawful;
3. Intentional transmission of any file or material which contains a virus, worm, or other harmful component;
4. Intentional interference with use of the Service or the Internet by another;
5. Gaining unauthorized access to any site, file, material, information, or equipment;
6. Using the Service in any way which violates a copyright or the intellectual property rights of others;
7. Using the Service in connection with pyramid or other illegal soliciting schemes;
8. Engaging in fraudulent activities, such as impersonating another, forging a digital or manual signature, or wrongfully acquiring goods or services;
9. Using the Service to engage in activity that is a violation of any law or regulation.

Attempts to engage in prohibited activities will be treated as violations of this Policy.

You are responsible for any misuse of the Service, even if the misuse was committed by a spouse, child, family member, friend, guest, employee, agent, customer, or other person provided with access to the User's service. Accordingly, you must take steps to prevent unauthorized access to and misuse of the Service.

The Service may not be used to breach the security of another user or in any effort to gain unauthorized access to any other person's computer, software or data. "Hacking" is prohibited. The Service may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes but is not limited to accessing data not intended for you, logging on to or using a server or account without authorization, or probing the security of other networks. Use or distribution of tools designed for defeating security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, are prohibited.

Any attempt to disrupt any portion of the Service is a violation of the Policy. The Service also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including without limitation denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The knowing or intentional transmission or dissemination of any information or software that contains a virus or other harmful feature is also a violation.

Security

You are solely responsible for the security of any device connected to the Service, including any files or data stored on the device. In particular, Nymble recommends against enabling file or printer sharing while connected to the Internet. At a minimum, any files or services you elect to make available for remote access via the Internet should be password protected. Strong security protection is recommended.

Internet Content

Some content available on the Internet may be offensive to some individuals, or may violate the law; specifically, material that may be considered to be highly offensive or pornographic is widely available on the Internet. The technology is available to deliver these materials to individual computers without request. The technology is also available to make it difficult to exit a website without being forwarded to additional, related sites. You should be aware that even inadvertent contact with certain websites could result in the automatic downloading of files containing objectionable or dangerous materials (e.g., viruses), and such materials may remain on your device after the connection is terminated.

You may want to use a program that restricts access to offensive material on the Internet. No such program is 100% effective and Nymble is not responsible for the effectiveness or operation of such programs. Questions about the operation or effectiveness of such programs should be referred to the software publisher. Content questions or complaints should be addressed to the content provider.

Nymble is not responsible or liable for any content contained on the Internet, and you as a Nymble user assume all responsibility and risk associated with accessing content on the Internet.

You are solely responsible for any information you publish on the web or through other Internet services, and it your responsibility to ensure that only intended recipients receive the content. Nymble reserves the right to remove or to refuse to post any information or materials deemed to be offensive, indecent, or otherwise inappropriate in violation of this Policy, regardless of whether such material or its dissemination is unlawful. By reserving the right to remove or to refuse to post such information, Nymble is not undertaking any obligation to do so and has no liability for failing to do so.

Nymble has no obligation to monitor transmissions or postings made or received via the Service; however, it reserves the right to monitor such transmissions and postings from time to time and to disclose the same in accordance with the applicable terms and conditions of Service.

You are required to ensure that all content transmitted, published, or distributed via the Service is in compliance with this Policy, and you assume all responsibility for the results of the transmission, publication, or distribution of any content via the Service. Nymble is not responsible for, and has no liability for, any claims arising from the reproduction, publication, distribution, or display of such content through the Service.

Spam

Spam is defined as any unsolicited commercial email or any bulk emailing (unsolicited or otherwise) that poses a risk of disrupting service on the Nymble network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.

Spam poses significant problems for Nymble's IP network, and significant aggravation and inconvenience for Nymble's customer's users as well as other Internet users.

Spam will be neither supported nor condoned on the Nymble network. Nymble reserves the right to terminate Service for any user (network user) who is found to either be:

1. Originating spam or
2. Providing secondary support services (including but not limited to payment processing, order fulfillment, hosting web site associated with any spam, etc.) in support of spam originating from elsewhere.

Use of Internet Relay Chat (IRC)

The Service may be used to participate in "chat" discussions. Except as otherwise provided or described in the terms and conditions of service, Nymble does not monitor chat discussions and is not liable for any communications made via Internet chat.

Sending messages which disrupt another Internet user's equipment, including software, hardware, or user display, is a violation of this Policy.

Flooding of chat discussions is prohibited. No more than two simultaneous chat connections may be maintained at one time. Automated programs such as "bots" or "clones" may not be used when the account holder is not physically present at the device.

Limitations on Bandwidth, Data Storage and Other Service Parameters

The Service dynamically allocates most of its IP addresses. Any individual assignment may change frequently, which should have no adverse impact on typical use of the Service. However, this may result in the Subscriber being unable to predict what IP address will be assigned for their use. It is strictly forbidden for Subscribers to intentionally by-pass the dynamic assignment of an IP address to any device attached to Nymble's network.

Nymble service is designed to deliver limited speed and data allowances, depending on the package being purchased. Nymble may otherwise establish additional limitations on use of bandwidth, data storage, or other aspects of the Service. Subscribers must comply with all such limitations prescribed by Nymble.

You must ensure that your Nymble activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, and does not improperly restrict, inhibit, disrupt, degrade or impede Nymble's ability to deliver and monitor the Service, backbone, network nodes, and/or other network services.

You are prohibited from reselling, sharing for a fee, or otherwise distributing the Service or any portion thereof to any third party. You may not use the Service to provide Internet access to others through a dial-up connection, host shell accounts over the Internet, provide email or news services, or send a news feed.

Nymble Internet service is sold only for personal and non-commercial use, and you may not use the Service for commercial purposes (whether or not for profit).

You may not run a server in connection with the Service without specific written consent from Nymble, which consent shall not be unreasonably withheld. Examples of prohibited uses of Service include, but are not limited to, running servers for mail, http, ftp, irc, and dhcp, and multi-user interactive forums.

Copyright/Intellectual Property Infringement

The federal Digital Millennium Copyright Act ("DMCA" or "Act") directs how online service providers like Nymble address claims of online copyright infringement. As required by the DMCA, we have adopted a policy to suspend or terminate access to users who repeatedly infringe copyrights. Customers against whom Nymble receives DMCA infringement allegations will receive a warning letter regarding the allegations; if Nymble receives additional allegations that remain unresolved, the customer may be subject to the suspension or termination of Internet service.

If you contest a complaint of infringement in accordance with the DMCA procedure, the complaint will not count toward your account's infringement total, unless: (i) it is determined by a court that the complaint was valid; or (ii) the account holder later agrees that the complaint was valid.

Nymble accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Violation of the Acceptable Use Policy

Although Nymble has no obligation to monitor the Service or the Internet, it reserves the right to monitor bandwidth, usage, and content as required to operate and monitor the Service; to identify violations of this Policy; and to protect the Service, its users, and other users of internet services. Except as necessary to manage the network, Nymble does not routinely monitor the Service for violation of this Policy, but it will respond appropriately if made aware of inappropriate use of the Service.

In the event of a suspected violation of this Policy, Nymble may take any responsive action it deems appropriate. Remedial actions may include, without limitation, removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, or immediate suspension or termination of the Service. You expressly waive, to the fullest extent under the law, any claims against Nymble based on these remedial actions, and you further specifically agree and understand that Nymble has no liability for any such actions.

The above actions are not Nymble's exclusive remedies. It may take any other legal, equitable, or technical action it deems appropriate and necessary, without notice; in general, it prefers to inform customers of inappropriate activities and provide a reasonable period of time in which to take corrective action. In that vein, it is expected that you attempt reasonably to resolve any disputes or disagreements you may have with others, whether Nymble users or not; however, Nymble, reserves the right to investigate suspected violations of this Policy. Such investigation may include gathering information from the user(s) involved and from the complaining party, if any; and examining material on Nymble's servers and network. During an investigation, Nymble may suspend service and/or remove material that potentially or allegedly violates this Policy.

Nymble will cooperate fully with law enforcement authorities in the investigation of suspected criminal violations. Such cooperation may include providing your username, IP address, or other identifying information. Nymble also reserves the right to cooperate with other Internet Service Providers, telecommunications common carriers, or other network or computing facilities in order to enforce the terms and conditions of Service, or the terms and conditions applicable to services from such third parties.

Upon termination of service for any reason, Nymble is authorized but not required to delete any files, programs, data, and email messages, or other information associated with the account, and it has no liability based on any deletions or failure to delete.

The failure of Nymble to take any action under this Policy in one instance shall not be construed as a waiver of any right to take such action in another instance or at a later time.

Nymble reserves the right to seek and obtain reimbursement from you for any damage or injury to its system, or business, whether temporary or permanent, which you cause or is caused by other persons accessing your Nymble Service. Violations of the law will be referred to the appropriate authorities.

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