

ACCEPTABLE USE POLICY

1. INTRODUCTION

This Acceptable Use Policy ("AUP") governs your use of and access to the Internet services ("Service") provided by us (the "ISP"), whether you are a subscriber to the Services or not (the "User" or "you"). By accessing the Internet via the Service, you agree to all the terms set forth herein, as amended from time to time.

Generally, ISP does not monitor or edit the content posted by users of the Service or other Internet services that may be available on or through the Service (e.g., newsgroups, chat rooms, message boards, etc.). However, ISP and its agents reserve the right at their sole discretion to remove any content that, in ISP's judgment, does not comply with the AUP or is otherwise harmful, objectionable or inaccurate. ISP shall not be liable to you for the removal of any content or limitations on any use of the Service nor shall ISP be liable to you for any refusal, failure or delay in removing such content.

In addition, ISP may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP or any applicable laws may result in the suspension or termination of either your access to the Service and/or your ISP account. You agree to indemnify, defend and hold ISP harmless from any claims resulting from your use of the Service. ISP may, in its sole discretion, revoke your access for inappropriate usage. Use of any information obtained via the Service is at your own risk. ISP is not responsible for the accuracy, quality or content of information obtained through the Service. Further terms applicable to your use of the Service may be contained in any applicable Subscriber Agreement or Terms of Use provisions on applicable web pages. All defined terms herein have the same meaning as set forth in the Subscriber Agreement.

2. VIOLATIONS

The following is a non-exclusive list of prohibited uses that violate this AUP. You are prohibited from:

(A) Using the Service to gain unauthorized access to any computer systems, software or data, breach the security of another computer; or attempt to circumvent the user authentication or security of any computer, host, network, web site or account. This includes the use or distribution of tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices or programs, or Trojan Horse programs. Unauthorized port scanning for any reason is strictly prohibited.

(B) Using the Service to transmit any material (by email, uploading, posting or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.

(C) Using the Service which results in the interference with access to the Internet by other parties or disrupt the network used by ISP.

(D) Using the Service to harm, harass, degrade or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age or disability.

(E) Using the Service to transmit any material (by email, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.

(F) Using the Service to harass, threaten, embarrass or cause distress, unwanted attention or discomfort upon another.

(G) Using the Service to make fraudulent offers to sell or buy products, items or services or to advance any type of financial scam such as "pyramid schemes," "ponzi schemes" and "chain letters."

(H) Adding, removing or modifying identifying network header information in an effort to deceive or mislead.

(I) Using the Service to transmit any unsolicited commercial email or unsolicited bulk email, or engaging in activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature.

(J) Using the Service to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of ISP or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in harm.

(K) Using the Service to transmit any material (by email, downloading, uploading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books or other copyrighted sources, and the unauthorized transmittal of copyrighted software. The above prohibition includes, but is not limited to, copying, distributing or sublicensing any software provided in connection with the Service by ISP or any third party, except that you may make one (1) copy of each software program provided by ISP for back-up purposes only.

(L) Using the Service to illegally collect, or attempt to illegally collect, personal information about third parties without their knowledge or consent.

(M) Using the Service which results in the harm to minors in any way.

(N) Reselling the Service or otherwise making it available to anyone outside of your premises or place of business, either through networking, Wi-Fi, WiMAX or any other method, in whole or in part, directly or indirectly, whether on a bundled or unbundled basis. This Service is for your personal use, only.

(O) Connecting multiple computers behind the cable modem to set up a LAN; provided, however, residential package subscribers may create a LAN behind the modem that connects no more than five (5) personal computers that you own, that are each located in your personal single-family residence, and where the Service is used principally by a resident of such residence; and provided further, commercial package subscribers may create a LAN behind a modem that connects up to ten (10) personal computers used in your business where each computer is owned by you and is located at your principal place of business and each computer is used by an employee of your business. ISP reserves the right to further restrict or limit users in the event ISP determines in its sole and absolute discretion that such business' Internet usage is excessive.

(P) Sending numerous copies of the same or substantially similar message, empty messages or messages which contain no substantive content, or sending very large message or files to a recipient that disrupts an Internet service or equipment such as, server, account, newsgroup or chat service.

(Q) Running programs, equipment or services from the premises that provide network content or any other services to anyone outside of your authorized premises LAN. Examples include, but are not limited to, e-mail hosting, Web hosting, file sharing and proxy services.

(R) Participating in the collection of e-mail addresses, screen names or other identities of others, a practice sometimes known as "spidering" or "harvesting," or participating in the use of software designed to facilitate this activity.

(S) Engaging in any deceptive act through the Service such as impersonating any person or entity, engaging in sender address falsification and forging any identity or signature.

(T) Altering, tampering or modifying any Equipment or Service or permitting any other person to do so.

(U) Connecting any Equipment to any computer outside your premises.

(V) Violating any rules, regulations or policies applicable to any network, server, computer, database or web site that you access.

(W) Using the Service in anyway that places an excessive burden on the ISP network or infrastructure, including bandwidth, data storage or other network limitations. Examples include file sharing, peer to peer activities, streaming media or use of the Service through multiple computers.

3. YOUR RESPONSIBILITIES

You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password or any login and password protections that may otherwise limit access to your computer. In all cases you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. ISP recommends against enabling file or printer sharing of any sort. Any files you choose to make available should be protected with an appropriate password and other protections.

4. PERSONAL WEB PAGE AND FILE STORAGE

As part of the Service, ISP may provide you with access to personal Web pages and storage space (the "Personal Web"). You are solely responsible for any information that you or others publish or store on the Personal Web. You must ensure that the intended recipient of any content made available through the Personal Web is appropriate. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. ISP reserves the right, but disavows any obligation, to remove, block or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent or otherwise inappropriate regardless of whether this material or its dissemination is unlawful. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements and material that violates the privacy rights or

property rights of others (copyrights or trademarks, for example). For purposes of this AUP, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings and audio recordings. ISP may remove or block content contained on your Personal Web and terminate your Personal Web and/or your use of the Service if we determine that you have violated the terms of this AUP.

5. NETWORK, BANDWIDTH, DATA STORAGE AND OTHER LIMITATIONS

In addition to your obligation to not place an excessive burden on the network as noted in Section 3(W), you must comply with all current bandwidth, data storage and other limitations on the Service established by ISP and its suppliers. Further, you may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the Service with a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits otherwise.

You must ensure that your activity (including, but not limited to, use made by you or others of any Personal Web Features) does not improperly restrict, inhibit or degrade any other user's use of the Service, nor represent (in the sole judgment of ISP) an unusually large burden on the network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede ISP's ability to deliver the Service and monitor the Service, backbone, network nodes and/or other network Services.

6. VIOLATION OF AUP

ISP does not routinely monitor the activity of Service accounts for violation of this AUP. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although ISP has no obligation to monitor the Service and/or the network, ISP and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions and content from time to time to operate the Service, to identify violations of this AUP and/or to protect the network, the Service and ISP users.

ISP prefers to advise Users of inappropriate behavior and any necessary corrective action. ISP may contact Users by U.S. Mail, telephone, email or other forms of communication. You must promptly respond to any request by ISP for a response to such communication. In the event the Service is used in a way that ISP or its suppliers, in their sole discretion, believe violates this AUP, ISP or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions and the immediate suspension or termination of all or any portion of the Service. You agree that ISP, its affiliates, suppliers or agents will have no liability for any of these responsive actions. These actions are not ISP's exclusive remedies and ISP may take any other legal or technical action it deems appropriate.

ISP reserves the right to investigate suspected violations of this AUP, including the gathering of information from the User(s) involved and the complaining party, if any, and examination of material on ISP's servers and network. During an investigation, ISP may suspend the account or accounts involved and/or remove or block material that potentially violates this AUP. You expressly authorize ISP and its suppliers to cooperate with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP. This cooperation may include ISP providing available personally identifiable information about you to law

enforcement or system administrators, including, but not limited to, username, subscriber name and other account information. Upon termination of your account, ISP is authorized to delete any files, programs, data and e-mail messages associated with your account.

The failure of ISP or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You agree to indemnify, defend and hold harmless ISP and its affiliates, suppliers and agents against all claims and expenses (including reasonable attorney fees) resulting from your engagement in any of the prohibited activities listed in this AUP or resulting from your violation of the AUP or of any other posted ISP policy related to the Service. Your indemnification will survive any termination of the Subscriber Agreement.

7. REVISIONS BY ISP OF THIS AUP

ISP reserves the right to revise, amend or modify this AUP and other policies and procedures at any time and in any manner. Any revision, amendment or modification will be posted on ISP's web site, which you agree to review periodically for additional or amended terms and policies. All revised copies of the AUP are effective immediately upon posting to the www.northlandcabletv.com web site. In the event of any conflict between any Subscriber Agreement and this AUP, the terms of the AUP will govern.