

## **NUCONNECT ACCEPTABLE USE POLICY**

This Acceptable Use Policy ("AUP") applies to NUConnect Internet and related services ("Services") delivered by Newport Utilities. This policy is designed to encourage our customers and others ("Users") to use the Services responsibly and to enable us to provide our Users with secure, reliable and productive Services. Examples used herein are non-exclusive, and are provided solely for guidance to Users. If you are unsure whether any contemplated use or action is permitted, please send an E-mail to [NUConnect@NewportUtilities.com](mailto:NUConnect@NewportUtilities.com) for clarification.

This Acceptable Use Policy is also available online under "Privacy Policies" at [www.NUconnect.com](http://www.NUconnect.com).

To view NUConnect's Broadband Consumer Labels, mandated by the FCC, visit [NUConnect.com/broadband-fcc-labels](http://NUConnect.com/broadband-fcc-labels), view in your Newport Utilities SmartHub account, or request to see a physical copy at our main office.

### **I. GENERAL CONDUCT**

NUConnect's network and the Services may be used only for lawful purposes. NUConnect is not responsible for the content of any websites linked to or accessible by the Services; links are provided as Internet navigation tools only. Users may not use the network or Services in order to transmit, distribute or store material (a) in violation of any applicable law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is obscene, threatening, abusive or hateful or contains a virus, worm, Trojan horse, or other harmful component; or (d) that contains fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations. The resale of Services is not permitted.

### **II. DATA USAGE & NETWORK MANAGEMENT POLICY**

While NUConnect does not at this time impose bandwidth allotments (i.e. data caps), NUConnect reserves the right, in its sole discretion, to enforce bandwidth allotments depending upon your level of usage and the level of Service(s) purchased. If bandwidth allotments are imposed, and if you have exceeded the appropriate level of internet usage in any given month, NUConnect will notify you by phone or in writing. You agree to pay additional charges upon notice from NUConnect. For residential and small business customers, Acceptable Use shall mean usage up to ten (10) times the average for your specific customer classification.

**Blocking:** NUConnect does not intentionally block content from crossing or being downloaded on its network. NUConnect does not control which websites are accessible to its customers.

**Throttling:** NUConnect does not intentionally slow network speeds based on content or subscription levels. There are no data caps on NUConnect wireless internet service.

**Paid Prioritization:** NUConnect does not provide faster speeds for various content based on subscriptions or deals with content providers.

### **III. SOLE RESPONSIBILITY of USERS**

NUConnect does not assume any responsibility, control, oversight, ownership, or other interest in the e-mail messages, websites, content or other electronic data (in any form) of its Users, whether or not such electronic information is stored in, contained on or transmitted over property, equipment, or facilities of NUConnect. Users are and shall remain solely responsible for such electronic information.

### **IV. E-MAIL**

Users may not send unsolicited e-mail messages including, without limitation, bulk commercial advertising or informational announcements ("spam") in a way that could be reasonably expected to adversely impact the Services, including, without limitation, using an e-mail account on NUConnect's Network to send spam, or using the service of another provider to send spam or to promote a site hosted on or connected to the Services. In addition, Users may not use the Services in order to (a) send e-mail messages which are excessive and/or intended to harass others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged packet header information, (d) send malicious e-mail, including, without limitation, "mail bombing," (e) send e-mail messages in a manner that violates the use policies of any other internet service provider, or (f) use an e-mail box exclusively as a storage space for data.

NUConnect reserves the right in its sole discretion to enforce E-mail storage caps depending upon your level of usage and the level of Services(s) purchased. If you have exceeded the appropriate level of E-mail storage, NUConnect will notify you by phone or in writing, and you agree to reduce the amount of E-mail storage or to enforce storage caps.

### **V. FORUM POSTS and BLOGS**

Users who post messages to internet forums or who blog are responsible for becoming familiar and complying with any terms and conditions or other requirements governing use of such forums or blogs. Regardless of such policies, Users may not (a) post the same message, or a series of similar messages, to one or more forum or newsgroup (excessive cross-posting, multiple-posting, or spamming), (b) cancel or supersede posts not originally posted by such User, unless such User does so in the course of his/her duties as an official moderator, (c) post any message with forged packet header information, or (d) post messages that are excessive and/or intended to annoy or harass others, including, without limitation, chain letters.

## **VI. NOTICE and PROCEDURE for MAKING CLAIMS of COPYRIGHT INFRINGEMENT**

Under the Digital Millennium Copyright Act ("DMCA"), enacted in 1998, copyright holders are provided recourse against violations of their rights by online services or violations on the Internet. If you believe that any material on the NUConnect website has infringed your copyrighted material or that NUConnect is the hosting service provider and should be notified of a potential copyright infringement, please follow the procedure set forth below to make your claim. This procedure should only be used for making claims of copyright infringement.

This information does not take the place of advice from your legal counsel. NUConnect is providing this information to you for informational purposes only.

## **VII. REJECTION/REMOVAL**

NUConnect reserves the right to reject or remove any material residing on or transmitted to or through the Services that NUConnect, in its sole discretion, believes to be unacceptable or in violation of the law, this AUP, and/or the Terms and Conditions. NUConnect may immediately remove content if NUConnect believes such content is unlawful, violates the AUP and/or Terms and Conditions, or such removal is done pursuant to the Digital Millennium Copyright Act. Upon NUConnect's request, Users shall terminate service to any third-party user or Agent who, in NUConnect's sole discretion, has violated the AUP or applicable State or Federal law or regulations.

## **VIII. NOTIFICATION of CLAIMED COPYRIGHT INFRINGEMENT**

If you believe that a Web page hosted by NUConnect is violating your rights under U.S. copyright law, you may file a complaint of such claimed infringement with the NUConnect designated agent as described below:

### **Contact**

DMCA Agent

### **Mail**

NUConnect Legal Services Department  
Attn: Copyright Claims  
P.O. Box 519  
Newport, TN 37822

### **Fax**

(423) 623-5767  
Attn: DMCA Agent - Copyright Claims

DMCA Complaints must be in writing and contain the following information

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit NUConnect to locate the material;
4. Information reasonably sufficient to permit NUConnect to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You should be aware that complainants who make false claims or misrepresentations concerning copyright infringement may be liable for damages under the DMCA.

## **IX. COUNTER-NOTIFICATION in RESPONSE to CLAIM of COPYRIGHT INFRINGEMENT**

If a notice of copyright infringement has been wrongly filed against you and you would like to submit a counter-notice, please forward your counter-notice to NUConnect's designated agent at the address noted above. This process will invoke a dispute between you and the complaining party. Your counter-notification must be in writing and contain the following information:

1. A physical or electronic signature of an authorized person;
2. Identification of the material that was removed or access to which was disabled and the location at which material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the federal district in which you are located and that you will accept service of process from the complainant.

You should be aware that substantial penalties under U.S. law apply for a false counter-notice filed in response to a notice of copyright infringement

## **X. SYSTEM and NETWORK SECURITY**

Users are prohibited from violating or attempting to violate the security of NUConnect's Network, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, flooding, mail bombing or crashing, (d) forging any packet header or any part of the header information in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. NUConnect may investigate occurrences that may involve such violations, and NUConnect may involve and cooperate with law enforcement authorities in prosecuting Users who are alleged to be involved in such violations.

## **XI. SUSPENSION or TERMINATION**

Any User which NUConnect determines, in its sole discretion, to have violated any element of this AUP shall receive a written warning, and may be subject at NUConnect's discretion to a temporary suspension of service pending such User's agreement in writing to refrain from any further violations; provided that NUConnect may immediately suspend or terminate such User's service without issuing such a warning if NUConnect, in its sole discretion, deems such action necessary. If NUConnect determines that a User has committed a second violation of any element of this AUP, such User shall be subject to immediate suspension or termination of service without further notice. Furthermore, NUConnect may take such additional action as NUConnect determines to be appropriate under the circumstances to eliminate or preclude such violation. NUConnect shall not be liable for any damages of any nature suffered by any customer, User, or any third party resulting in whole or in part from NUConnect's exercise of its rights under this Policy.

## **XII. SERVICE MONITORING**

NUConnect has no obligation to monitor the services, but may do so and disclose information regarding the use of the services for any reason if NUConnect, in its sole discretion, believes that it is reasonable to do so, including to satisfy laws, regulations, or other governmental or legal requirements or requests; to operate the services properly, or to protect itself and its subscribers.

## **XIII. PRIVACY**

Any User interacting with our site and providing NUConnect with name, address, telephone number, e-mail address, domain name or URL or any other personally identifiable information permits NUConnect to use such information for commercial purposes of its own, including contacting Users about products and services which may be of interest. All information

concerning users of NUConnect shall be kept in accordance with NUConnect's then-applicable Privacy Policy and the requirements of applicable law. NUConnect reserves the right to modify this AUP at any time in its sole and absolute discretion. Changes and modifications will be effective when posted and any use of the Services after the posting of any changes will be considered acceptance of those changes.

#### **XIV. NO WAIVER/SEVERABILITY**

Any failure of NUConnect to enforce this Policy shall not be construed as a waiver of any right to do so at any time. If any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law, and any remaining portions will remain in full force and effect.

**NUConnect reserves the right to modify this Acceptable Use Policy at any time in its sole and absolute discretion. Changes and modifications will be effective when posted and any use of the Services after the posting of any changes will be considered acceptance of those changes.**

This NUConnect Acceptable Use Policy was last updated on January 18, 2018.