

XIPLINE™ BROADBAND INTERNET SERVICE INTERNET ACCEPTABLE USE POLICY

INTRODUCTION

Xipline Broadband Internet, a division of Millington CATV, Inc. is committed to and supports the free flow of information and ideas over the Internet. Xipline does not actively monitor nor does Xipline exercise editorial control over any Internet content, applications or services. Xipline reserves the right to remove any material we reasonably believe: (i) is illegal; (ii) is potentially illegal; (iii) could subject Xipline to liability; or (iv) violates this Acceptable Use Policy. Xipline reserves the right to suspend or terminate Service to a subscriber's account for engaging in any violation of this policy.

ACCEPTANCE OF ACCEPTABLE USE POLICY; AMENDMENTS

As a condition of use of Xipline Service, each customer shall accept and abide by this Acceptable Use Policy and any amendments. Xipline reserves the right to amend this Acceptable Use Policy. Amendments shall become effective immediately upon posting on Xipline's website at <http://www.millingtoncable.com/xipline.htm>.

PROHIBITED USES

Illegal Use

Xipline Service may not be used for illegal purposes or in support of illegal activities. Xipline reserves the right to cooperate with legal authorities or third parties in the investigation of any suspected crime or civil wrong. Prohibited activities include, without limitation, the following:

- Use of the Services in violation of any law, regulation, or ordinance.
- Unauthorized copying, distribution or display of copyrighted material.
- Exporting software or technical information in violation of U.S. export control laws.
- Posting or emailing of scams such as 'make-money-fast' schemes or 'pyramid/chain' letters.
- Threatening bodily harm or property damage to individuals or groups.
- Making fraudulent offers of products, items, or services.
- Attempting to access the accounts of others, or attempting to penetrate security measures of Xipline or other systems or networks, sometimes known as "hacking."

System and Network Security

Xipline's Service may not be used to compromise the security of other systems or networks. Prohibited activities include, without limitation, the following:

- Using the Service to engage in conduct that interferes with Xipline's ability to provide service to others, including the use of excessive bandwidth.
- Harassing others by 'mail-bombing' or 'news-bombing.' 'Mail-bombing' constitutes sending more than ten (10) similar mail messages to the same email address. 'News bombing' constitutes sending more than 5Mb of data to a newsgroup.
- Revealing your account password to others or allowing use of your account by others (other than authorized users in your household). At no time can there be simultaneous use of the same username and password combination.
- Forging any message header of any electronic transmission, originating or passing through Xipline's services.
- Distributing viruses to or from Xipline's systems.
- Using software or any device that would allow your account to stay logged on while you are not actively using Xipline's Service or using the account for the purpose of operating a server of any type.

USENET / Internet Chat

Xipline's Service may not be used to interfere with proper functioning of USENET or chat sites. Prohibited activities include, without limitation, the following:

- Cross-posting advertisements for products, items, or services to ten (10) or more unrelated USENET newsgroups.
- Disrupting any newsgroup with frivolous, vulgar, or repetitious postings.
- Posting of binary, or excessively large, unrelated text files to non-binary news groups that have specifically requested such material not be posted in the group's Frequently Asked Questions.
- Installation of 'auto-responders,' 'cancel-bots' or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net newsgroups or email use by others.
- Engaging in any of the above activities using the service of another provider but channeling such activities through a Xipline account or re-mailer, or using a Xipline account as a mail drop for responses.

XIPLINE ASSUMES NO LIABILITY

Xipline assumes no liability to subscribers or others for any failure to enforce the terms of this Policy.

VIOLATION REPORTS

You may report a violation of this policy to us at: support@xipline.com.

COPYRIGHT INFRINGEMENT

Xipline complies with the Online Copyright Infringement Liability Limitation Act of 1998, 17 USC 512 (“Act”). As required by the Act, we have a policy that reserves our right to terminate services to subscribers who repeatedly infringe copyrights. In the event that we receive a determination that any subscriber or account holder has infringed another’s copyright through the use of our system or network, we reserve the right to terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber. Xipline accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

In accordance with the Online Copyright Infringement Liability Limitation Act (the “Act”), 17 USC § 512 (3), Millington CATV, Inc. has filed with the United States Copyright Office the necessary designated agent information to facilitate notice to Millington CATV of alleged online copyright infringement on Millington CATV’s network. Millington CATV’s designated agent for notification of alleged copyright infringement and counter notification is as follows:

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

Name: Daren Pavy
Company: Millington CATV, Inc.
Address: 5115 Easley St., Millington, TN 38053
Phone: 901-872-5234
Fax: 901-872-6703
Email: support@xipline.com