



ACCEPTABLE USE AND PRIVACY POLICY

Cinergy MetroNet, Inc. ("**CMN**") has formulated this Acceptable Use and Privacy Policy ("AUPP"), in order to set forth terms regarding the responsible use of **CMN's** network and any associated equipment, systems, Internet services, and web sites (collectively the "Services") by our customers and other users of the Services (collectively, "Users"). This AUPP applies to your Internet Services only.

PLEASE READ THIS ACCEPTABLE USE AND PRIVACY POLICY CAREFULLY BEFORE USING ANY THE SERVICE(S). BY USING ANY PART OF THE SERVICES, YOU AGREE TO BE BOUND BY THIS AUPP AS SPECIFIED BELOW AND TO THE TERMS AND CONDITIONS OF SERVICE IN THE AGREEMENT YOU SIGNED WITH **CMN** WHEN SERVICE WAS INSTALLED AT YOUR PREMISES ("Terms and Conditions"). IF YOU DO NOT AGREE TO ANY PART OF THIS AUPP AND/OR TERMS AND CONDITIONS, DO NOT USE ANY OF **CMN** SERVICES.

You represent that you have read and agree to be bound by the AUPP and Terms and Conditions, and that you are at least eighteen years of age. **CMN** may revise and update this AUPP and/or Terms and Conditions at any time by posting the amended terms to the **CMN** web site. Your continued use of the Service(s) means that you accept and agree to the revised AUPP and/or Terms and Conditions. If you disagree with the AUPP and/or Terms and Conditions (as amended from time to time) or are dissatisfied with the Services, your sole and exclusive remedy is to discontinue using the Services. You should visit the AUPP and Terms and Conditions often to be aware of any updates.

Privacy Policy

CMN respects the privacy of its Users. The purpose of this Privacy Policy is to explain the types of information **CMN** obtains about Users, how the information is obtained, how it is used, how it may be disclosed to others, and how Users may restrict its use or disclosure. This Privacy Policy, although consistent with **CMN's** Cable Television Privacy Policy, only applies to **CMN's** Internet Services.

Personally Identifiable Information: The only personally identifiable information **CMN** obtains about individual Users through the Services it provides is information supplied voluntarily by the User. Users may provide **CMN** with name, address, telephone number, billing information, email address, domain name or URL or other personally identifiable information that **CMN** may use for its own business purposes. **CMN** may share such information with its partners which perform certain services for **CMN** and such partners shall have access to User information, to the extent needed to perform their services or as necessary to advance **CMN** business purposes, including the purpose of contacting Users about new products and services, which may be of specific interest to Users. However, our partners may not use such User information for any other purpose.

Non-Personally Identifiable Information: **CMN** does collect some non-personally identifiable generic information about Users as a means of measuring the effectiveness of the Services. **CMN** servers monitor and identify certain User information in the normal course of operation. We collect this information only in the aggregate and use it to evaluate and improve the Services delivered and to provide targeted information that may be of interest to Users. The following are examples of non-personally identifiable generic information.



IP Addresses: An IP address is a number that is automatically assigned to a User's computer whenever that User is using the World Wide Web. Web site servers can automatically identify individual computers by their IP address. **CMN** collects IP addresses for the purposes of system administration and to report aggregate information. **CMN** does not intentionally link IP addresses to any personally identifiable information.

Cookies: Cookies are pieces of information that are used for record-keeping purposes. Cookies allow **CMN** to save certain information about a User, such as a password or individual preferences, in order to facilitate and enhance the User's future use of the Services. **CMN** will not use cookies to retrieve information from a User's computer that was not originally sent in a cookie. Except as otherwise provided in this policy, **CMN** shall not use information transferred through cookies for any promotional or marketing purposes, and shall not share that information with any third parties for any reason.

Computer Settings: Settings, technical and other information from your computer, such as your operating system, browser version, connectivity, various communication parameters and other information related to the operation and interaction of the Services may be collected by **CMN**. Except as otherwise provided in this policy, **CMN** will use such information solely in order to provide technically appropriate formatting of information provided by **CMN** and access to the Services. The collection of this information will not include any personally identifiable information about you or any individual User.

General Conduct

The Services may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation coming to or from any unauthorized network or system is prohibited. Unlawful purposes include, without limitation, unauthorized use of any of the following: material protected by copyright, trademark, trade secret or other intellectual property rights; government and military data protected by law and national security; or, university and academic data protected by public policy; or dissemination of material that is obscene; defamatory; or, constitutes wire fraud; an illegal threat; is abusive; obstructive; an invasion of privacy; harassing or libelous; or violates export control laws; or that constitutes "Hate Speech;" or that encourages conduct that would constitute a criminal offense, gives rise to civil liability, or otherwise violates any law. Any violation of the above, which compromises the integrity of the Services or any other network, is strictly prohibited. Users shall not use the Services in a manner that may expose **CMN** to criminal or civil liability. Users are further prohibited from assisting any other person in violating any part of this AUPP.

Non-Participation: Any User who does not wish to receive further contacts from **CMN** should send a written request that **CMN** not contact the 'non-participating' User. Please send the written request by U.S. mail in an envelope clearly marked "Privacy-Urgent" to **CMN** 8829 Bond Street, Overland Park, KS 66214, Attn: Cinergy MetroNet, Legal Counsel.

Disclosure Pursuant to Legal Process: **CMN** shall, pursuant to applicable law, regulation or legal process, such as a search warrant, subpoena or court order, allow access to all available and relevant User information in order to comply with such process and protect **CMN's** or a User's rights and property. **CMN** may also allow access to this User information in special emergencies where physical safety is at risk.

Transfer of Business Assets: **CMN** considers its User information to be one of its business assets. Should **CMN** sell or transfer all or substantially all of its business assets to another entity, the User information will be transferred as a business asset.



Third Party Web sites: **CMN** is not responsible for the content or the privacy practices of third party Web sites, including Web sites reached through the Services. Other Web sites may have different privacy policies, or no policy. Users should review the privacy policies of any Web site before providing personal information.

CMN RESERVES THE RIGHT TO MODIFY THE PRIVACY POLICY FROM TIME TO TIME IF IT MODIFIES ITS PRACTICES REGARDING THE COLLECTION OR USE OF USER INFORMATION OBTAINED FROM USERS IN THE FUTURE.

Availability of Content and Services

User understands and acknowledges that **CMN** reserves the right to restrict any content or services that may otherwise be available through the Services if, in **CMN's** sole opinion, its network or business is put at risk or the capacity of its network is diminished. **CMN** reserves the right to charge third party content and/or application service providers, who use **CMN's** network for commercial purposes in competition with **CMN's** current or future content or application services, a reasonable network access fee to gain access to its network.

Responsibility for Content

User is solely and exclusively responsible for any material User distributes, copies, creates, or otherwise makes available through the Services. **CMN** takes no responsibility for any material created or accessible on or through the Services, or the Internet. You shall be solely responsible for all content available on or through your web site, if any, and **CMN** expressly disclaims any and all liability for any such content. **CMN** is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that **CMN** becomes aware that any such material created by Users may violate any part of this AUPP and/or may expose **CMN** to civil or criminal liability, **CMN** reserves the right to block access to such material, and suspend or terminate Services provided to any User creating, storing or disseminating such material. **CMN** further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that **CMN** deems responsible for the wrongdoing.

Inappropriate Content

Users shall not use the Services to transmit, distribute or store material that is illegal, as reasonably determined by federal law or by any regulatory authority or **CMN**, including but not limited to illegal pornographic material (including child pornography), defamatory, libelous, threatening, harassing, abusive, hateful, or excessively violent material.

Intellectual Property

Material accessible through the Services may be subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the Services in any manner that would infringe, violate, dilute or misappropriate any such rights. If you use a domain name in connection with any of the Services, you must not use that domain name in violation of the trademark, service mark or similar rights of any third party.



NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Under the Digital Millennium Copyright Act (“DMCA”), enacted in 1998, copyright holders are provided a recourse against violations of their rights by online services or violations on the Internet. If you believe that any material on the **CMN** Web sites are infringing your copyrighted material or that **CMN** 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. **CMN** is providing this information to Users for informational purposes only.

NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT

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

Contact at **CMN**:

Mail: In-house Counsel
Cinergy MetroNet, Inc.
8829 Bond Street
Overland Park, KS 66214

Please mark the envelope – Attn: Copyright Claims

Fax: (812) 759-1664
Attn: In-house Counsel – Copyright Claims

For your complaint to be valid under DMCA, your notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

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 **CMN** to locate the material;
4. Information reasonably sufficient to permit **CMN** 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.

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 **CMN'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.

Take Down

CMN reserves the right to reject or remove any material residing on or transmitted to or through the Services that it, in its sole discretion, believes is unacceptable or in violation of the law, this AUPP, and/or the Terms and Conditions. You agree that **CMN** may immediately remove content posted by you, your employees or users if **CMN** believes such content is unlawful, violates the AUPP and/or Terms and Conditions, or such removal is done pursuant to the Digital Millennium Copyright Act. You further agree that, upon **CMN's** request, you shall terminate service to any of your users who, in **CMN's** sole discretion, have violated the AUPP, Terms and Conditions, or applicable law or regulations.

Harmful Content

Users shall not use the Services to transmit, distribute or store material that contains a virus, worm, Trojan horse, or other component harmful to the Services, any other network or equipment, or other Users.



Fraudulent/Misleading Content

Users shall not use the Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

Unsolicited Messages

Users may not use the Services to send unsolicited email messages, including, without limitation, bulk commercial advertising or informational announcements (collectively referred to as "Spam"), including, without limitation, actions such as using an email account on **CMN'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 email messages which are excessive and/or intended to harass or annoy others, (b) continue to send email messages to a recipient that has indicated that he/she does not wish to receive them, (c) send email with forged TCP/IP packet header information, (d) send malicious email, including, without limitation, "mailbombing", (e) send or receive email messages in a manner that violates the use policies of any other internet service provider, (f) use an email box exclusively as a storage space for data, or (g) post the same or similar message to one or more newsgroups (excessive cross-posting or multiple posting). An email message will be considered unsolicited if it is sent to a recipient (1) who has not expressly requested or invited it; (2) with whom the sender does not have an existing business or personal relationship; or (3) who has requested that the sender not send them any further messages.

Monitoring by CMN

CMN reserves the right, but is under no obligation, to monitor the material residing on or transmitted to **CMN's** Web sites, or through the Services. However, your use of any of the Services evidences your consent that **CMN** may monitor the **CMN** Web sites, the Services and/or server contents at any time to (1) comply with any necessary laws, regulations or other governmental requests, this AUPP and/or the Terms and Conditions; (2) operate the server properly; or (3) protect itself and its Users.

User Submissions and Grant of License

By posting or submitting content to **CMN's** Web sites, you:

1. grant to **CMN**, its affiliates and licensees, the royalty-free, worldwide, perpetual license to use, reproduce, display, transmit, copy, perform, adapt, modify, distribute, and promote the content in any form, in any medium, and for any purpose; and
2. warrant and represent that you own or otherwise control all of the rights to such content and that any use of your content by **CMN** will not infringe any rights of any party whatsoever.

Use of Our Materials



All materials contained in **CMN's** Web sites are protected by national and international copyright and trademark laws. Except as expressly authorized by **CMN**, you agree not to copy, reproduce, transmit, publicly display, sell, license, rent, modify, distribute, publicly perform, publish, adapt, edit, or create derivative works from such materials or content. Notwithstanding the foregoing sentence, you may print or download one copy of the materials or content on **CMN's** Web sites on any single computer for your personal, non-commercial use, provided you keep intact all copyright and other proprietary notices which pertain to the material copied. Except as authorized in this paragraph, you are not being granted a license under any copyright, trademark, patent or other intellectual property right in the material or the products, services, processes or technology described therein. All such rights are retained by **CMN** or any third party owner of such rights.

Use of Our Marks

All **CMN** names and logos and all related product and service names, service marks, trademarks design marks and slogans are the property of **CMN** ("**CMN** Marks"). You are not authorized to display, copy, transmit, reproduce, modify or use any **CMN** Mark in any manner without the prior written consent of **CMN**. The **CMN** web site may contain other products, services and company names that may be the intellectual property of their respective owners.

Liability Disclaimer

YOU ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THE SERVICES AND THE INTERNET GENERALLY.

THE MATERIALS ON **CMN's** WEB SITES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND **CMN** AND ITS PARENT CORPORATION AND AFFILIATES DISCLAIM ALL WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE INFORMATION AND MATERIALS CONTAINED IN, ACCESSED FROM, OR VIA, THE **CMN** WEB SITES, SERVERS OR THE INTERNET, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

MATERIAL ON **CMN's** WEB SITES OR AVAILABLE THROUGH THE SERVICES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. **CMN** DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT OR PROCESS DISCLOSED ON THE **CMN** WEB SITES, THE SERVICES SERVER OR OTHER MATERIAL ACCESSIBLE FROM THE **CMN** WEB SITES, OR THROUGH THE SERVICES.

AS A USER, YOU AGREE THAT IN NO EVENT SHALL **CMN** OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, REVENUE OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, INTELLECTUAL PROPERTY INFRINGEMENT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF ANY MATERIAL CONTAINED IN OR ACCESSIBLE FROM THE SERVICES, OR THE USE, RELIANCE UPON ANY INFORMATION ON THIS SERVER OR THE INTERNET GENERALLY.

System and Network Security



Users are prohibited from violating or attempting to violate the security of the Services, 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) impersonating **CMN** personnel, (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (d) attempting to interfere with, disrupt or disable service to any User, host or network, including, without limitation, via means of overloading, "flooding", "mailbombing", "denial of service" attacks or "crashing", (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, (f) taking any action in order to obtain services to which such User is not entitled, or (g) attempting to utilize another User's account name or persona without authorization from that User. Users are also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for the Services. Violations of system or network security may result in civil or criminal liability. **CMN** will investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

Violations. You understand that **CMN** employs an abuse interface to monitor and manage reported violations of this AUPP, Terms and Condition, system or network security, any law or regulation, or other network abuses and that **CMN** may notify you of any reported violations by you, your users and/or employees. Use of the Services constitutes consent to monitoring. If a User is suspected of hacking or violating network security, the User may be subject to criminal and civil liability. **CMN** will investigate incidents involving such violations and may involve and cooperate with law enforcement authorities if a criminal violation is suspected.

Suspension; Termination; Access Restriction. You agree that any violation by you, your employees or users of this AUPP and/or Terms and Conditions may result in suspension or termination of service, without notice, and at **CMN's** sole option. You agree that **CMN** shall not be liable for any damages of any nature suffered by any you, your Customers, any other User, or any third party resulting in whole or in part from **CMN's** exercise of its rights under this AUPP and/or Terms and Conditions. You further agree that **CMN** may terminate your service if any law enforcement agency, acting within its jurisdiction, advises that the Services are being used in violation of the law.

CMN reserves the right, in its sole discretion, to terminate your access to any or all **CMN** Web sites and the related services or any portion thereof at any time, without notice.

Violations of this AUPP may be reported at the following email: legal@corp.broadreach.net.

Reselling

User may not resell the Services, or any portion thereof, or otherwise charge others to use **CMN**, or any portion thereof. Further, User will not redistribute the Services, or any portion thereof, whether or not User receives compensation for such redistribution.

Indemnity

You agree to indemnify and hold **CMN**, and its subsidiaries, affiliates, partners, investors, directors, officers, agents, and employees, harmless from any and all loss, cost, expense, and damage regarding any and all manner of claims, demands, actions, suits, proceedings, judgments, costs and expenses, including reasonable attorneys' fees, that may be initiated against **CMN** or its officers, directors and employees due to or arising out of 1) your or your



users' violation of the AUPP and/or terms and conditions of this Agreement, or 2) your use of the Services, including, without limitation, any claims related to Web space content submitted, posted, transmitted or made available through your Web site, including claims of copyright or trademark infringements, or that the Web site contains any matter that is libelous or scandalous; or 3) your violations of any local, state or federal regulations or laws, or 4) your violation of the proprietary and/or privacy rights of any party whatsoever.

General Provisions

If any part of this AUPP is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the AUPP shall continue in full force and effect.

This AUPP is governed by, and construed in accordance with, the laws of the State of Indiana without giving effect to any principles of conflicts of law. **YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN VANDERBURGH COUNTY, INDIANA, OR, IF APPROPRIATE, A FEDERAL DISTRICT COURT LOCATED IN VANDERBURGH COUNTY, INDIANA FOR RESOLUTION OF ANY DISPUTE, ACTION OR PROCEEDING ARISING IN CONNECTION WITH THIS AUPP OR YOUR USE OR NON-USE OF THE SERVICES, AND YOU FURTHER IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO TRIAL BY JURY IN ANY SUCH DISPUTE, ACTION OR PROCEEDING.**