

Citynets.com is now owned by NUQ Networks, LLC and the Acceptable Use Policy for NUQ Networks is applicable to Citynets.com and its customers.

NUQ Networks' Acceptable Use Policy ("AUP") is designed to enhance the on-line experience of all Internet users by fostering the free flow of information and ideas over the Internet while prohibiting unacceptable use. This AUP contains the terms and conditions for use of NUQ Networks' Internet service (the "Services") and may be modified at any time effective upon notice. All users of the Services must comply with this AUP as modified from time to time, and by accessing or using the Services you agree to be bound by this AUP as modified.

Under normal circumstances NUQ Networks does not actively monitor users of the Services. Nor does it edit or otherwise control the content of any Web site, electronic mail transmission, news group, or other material developed or accessible with use of or through the Services, except for certain proprietary Web sites. But, in accordance with the NUQ Networks Service Agreement, NUQ Networks may remove any materials which NUQ Networks, in its sole discretion, determines are in violation of this AUP, are illegal, subject to NUQ Networks liability, or are otherwise offensive or inappropriate. In addition, in cooperation with governmental authorities or third parties, NUQ Networks may investigate any suspected or alleged crime or civil wrong committed with use of the Services. Customers must follow this AUP in conjunction with the NUQ Networks' Services Agreement and other applicable policies.

### Violations

Violations of this AUP include, without limitations, the following:

- **General illegal use:** Using the Services or facilities in a way that violates any applicable law or regulation.
- **Canceling messages of other users:** Using the Services to cancel another's message, except that a user may cancel postings forged in that user's name. We may cancel any postings that violate this AUP.
- **Collecting personal data:** Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

- **Disrupting NUQ Networks services or facilities:** Using the Services or facilities for any activity that adversely affects the ability of other people or systems to use the Services or the Internet. This includes "denial of service" attacks against another network host or individual user. Interference with or distribution of other network users, network services, or network equipment is prohibited. It is the customer's responsibility to ensure that their network is configured in a secure manner.
  
- **Theft of Services:** You may not, by any method or design, circumvent NUQ Networks security measures in order to make use of services that have not been paid for.
  
- **Exceeding Allotted Web Site Size and Traffic Limitations:** If a customer site exceeds its allotted size or monthly allotment of traffic, the site will become unavailable until the beginning of the next calendar month. Such unavailability may include, but will not be limited to, the inability to access the site publicly or to post or modify the site's contents.
  
- **Forgery, impersonation, or fraud:** Adding, removing, or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. Using deliberately misleading headers in news postings in order to avoid spam e-mail address collectors is not allowed. Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as a pyramid scheme or chain letter is prohibited.
  
- **Hate speech, harassment, threats, or harm to minors:** Using the Services to post or transmit e-mail or material that's is hateful, harassing, threatens physical violence or the destruction of property, or harms or attempts to harm minors in any way is strictly prohibited.
  
- **Infringing intellectual property:** Using the Services to transmit any material (by e-mail, 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 magazine, books, music, or other copyrighted sources, and the unauthorized transmittal of copyrighted software is prohibited.
  
- **Misuse of Usenet group:** NUQ Networks Customers should comply with published guidelines, FAQs, or community standards describing appropriate and inappropriate Usenet group participation and postings. The continued posting of inappropriate or off-topic articles in a newsgroup is prohibited. Many newsgroups consider commercial advertisements off-topic. Before posting to any newsgroup, please familiarize yourself with basic Usenet netiquette. NUQ Networks considers multi-posting to 10 or more groups within any two week period to be

excessive.

- **Reselling of Services:** Reselling the Services without NUQ Networks express written consent is strictly prohibited.
- **Sharing accounts:** Sharing a customer's account with another party for purposes of avoiding payment for a second account is strictly prohibited. Moreover, if you share your account with another party, you agree to be held accountable for their actions.
- **Unauthorized access:** Using the Services to access, or to attempt to access, the accounts of others; to port scan; or to penetrate, or attempt to penetrate, security measures of NUQ Networks' or another entity's computer software or hardware, electronic communication system, or telecommunications system, whether or not the intrusion results in corruption or loss of data.
- **Unsolicited commercial or bulk e-mail/SPAM:** Using the Services to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail is prohibited. Also, if your system or systems, due to improper configuration or security leak, allow other users to spam then your Service will be discontinued until such time as the problem is resolved. If the problem is not resolved then NUQ Networks reserves the right to cancel your account without notice.
- **Camping:** NUQ Networks does offer unmetered dialup accounts, however users are not expected nor allowed to stay connected 24/7 (the act of staying connected is referred to as "camping"). Unmetered means that there will be no additional charges placed on the customer for using the network in excess of a set number of consecutive hours. If NUQ Networks staff determines that a user is "camping" on the Network excessively then that user's connection will be dropped in order to allow other users access to the system. If a connection lasts more than twenty (20) minutes with no traffic in or out then the connection will be dropped. Repeated camping violations will result in timed bans which will disallow a user to connect. Continuous camping violations will results in account termination.
- **Personal Web Space:** Users are allowed to place their own web page on the NUQ Networks network for access by other users locally and globally. Personal users, however, are not allowed to use their web space for business or commercial use. Web services for commercial use are available; please contact NUQ Networks for more information.

### Reporting Violations

NUQ Networks, LLC requests that anyone who believes that there has been a violation of this AUP report the alleged violation to us at [abuse@nuqnet.com](mailto:abuse@nuqnet.com).

Please submit the following information to report a violation of the AUP:

- The IP address used to commit the alleged violation.
- The date and time of the alleged violation, including the time zone or offset from Greenwich Mean Time (GMT).
- Evidence of the alleged violation.

To submit a Notice of Copyright Infringement please see our Copyright Infringement Policy and notification requirements and procedures at legal notices.

### Consequences of Violating the AUP

It is NUQ Networks' goal to provide quality service for all users, including users of the other service providers and their associated networks. Accordingly, NUQ Networks reserves the right to modify or disable (or both) a user's service any time that the user violates the AUP or such a violation is reported.

NUQ Networks will not reimburse Customers whose services are suspended or disabled due to any of the reasons listed above. In the event that your account should become suspended or terminated, you will still be responsible for all charges to your account, including, but not limited to, hardware changes, installation fees, and other early termination fees.

### Indemnifying NUQ Networks for AUP Violation

All users of the Service agree to indemnify, waive and hold NUQ Networks, its officers, directors, members, employees, agents, subsidiaries, and affiliates harmless from any and all

claims and expense related to the user's violation of this agreement, including any abusive or unlawful behavior on the part of the user or anyone using the user's account, or the infringement of any intellectual property or privacy rights of any person or entity. This means that you cannot sue or recover damages whatsoever from NUQ Networks as a result of NUQ Networks' decision to remove material from its servers, warn you, suspend or terminate your account or take any other action during the investigation of a suspected violation or as a result of NUQ Networks' conclusion that a violation has occurred.

In all of these matters, decisions by NUQ Networks staff are final. This policy covers all NUQ Networks account types. In the event that a specific package type (such as DSL, T-1, or Wireless) has a separate Terms and Conditions then that document takes precedence. NUQ Networks, LLC reserves the right to revise and make additions to policy on an as needed basis. For more information about this policy please call 888-926-4242 or e-mail [info@nuqnet.com](mailto:info@nuqnet.com). These rules apply to all accounts unless a written contract by an authorized representative specifically modifies one or more points of this document. In such a case, all rules not specifically amended still apply.

Refer all questions to:  
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