

## **CTC Acceptable Use Policy**

**Consolidated Telephone Company doing business as Consolidated Telecommunications Company (CTC)** has adopted this **Acceptable Use Policy** to encourage the use of its network and services by its customers and users in a legal and responsible manner that does not interfere with, degrade or disrupt **CTC's** network, the internet, or use by other customers or users. All customers of CTC internet service and their users are bound by this Acceptable Use Policy. By using CTC's network and/or Services, Customers and their users consent to be bound by this Acceptable Use Policy. CTC may update this Acceptable Use Policy from time to time. Please consult this site periodically for the most recent revision of the Acceptable Use Policy. Any changes will be effective when posted.

### **Customer Responsibilities**

CTC's account holder (the Customer) is responsible for the actions of all users of the Customer's account. The Customer is responsible for maintaining the security of its system, such as implementing necessary patches and operating updates, and securing its mail servers/FTP servers against unauthorized use, in order to prevent use of the Services or CTC's network in a way that violates this Acceptable Use Policy.

CTC takes no responsibility for any content created or accessible on or through the Services or CTC's network. CTC is not obligated to monitor any content but reserves the right to do so.

All data stored or transmitted must be legal under all applicable U.S. laws. The Customer is solely responsible for determining the legality of all data which is stored or transmitted on its account.

Each Business Customer must:

- Maintain and enforce on its user clients an acceptable use policy similar in scope and intent to this Acceptable Use Policy.
- Maintain a policy requiring proper "From" and/or "Reply-To" headers for email and usenet postings.
- Maintain proper security on its mail server, to prevent the mail server from being used as a "spam amplifier" by third parties. Servers must restrict "email relaying." (Not applicable to customers who do not maintain a mail server.)

### **Prohibited Actions**

CTC's network and the Services are to be used only for lawful purposes. CTC prohibits the use of its network and Services in any way that is unlawful; interferes with the use of its network or the internet; creates a security risk; infringes intellectual property rights; or constitutes Spam or E-mail abuse.

### **Unlawful Use**

No Customer or its users shall use the Services or CTC's network in connection with any activity that constitutes a criminal or civil violation of applicable local, state, federal, national or international law, regulation, ordinance or rule. All illegal activity is prohibited, and CTC will cooperate fully with any law enforcement officials and/or agencies investigating and/or prosecuting such activities.

### **Network/Internet Interference**

Any use which interferes with CTC equipment or the CTC network's ability to function, or with use or enjoyment of the Services by other customers, is prohibited. No Customer shall perform actions that cause unusual load on CTC servers (for example, mail servers, web servers, usenet servers or name servers, etc.) that cause slowness or denial of service to other CTC customers.

In order to maintain a high quality of service through its network, if CTC determines, in its sole discretion, that customer is using an excessive amount of internet bandwidth, CTC may at any time and without notice, take one or more of the following remedial measures: 1) suspend excessive bandwidth capability, 2) suspend Customer's access to the service, 3)

require customer to pay additional fees in accordance with CTC's current rates for excessive use, 4) suspend or terminate customer's account.

### **Security Risk**

Use of CTC's network or Services to commit network abuse (for example, denial of service attacks such as ping bombing, email bombing, "smurf", "winnuke", "land", or "teardrop") or otherwise compromise the security of hosts or networks is prohibited.

CTC Service shall not be used to interfere with, to gain unauthorized access to, or otherwise violate the security of CTC's or a third party's server, network, network access or control device, software, data or information; including any attempt to probe, scan or test the vulnerability of a system or network, or to breach security measures without express authorization of the owner of the secured network.

### **Infringing Intellectual Property Rights**

No Customer or its users shall use the Services or CTC's network to transmit, retransmit, or store any content or to engage in any activity that infringes, dilutes, misappropriates or otherwise violates the intellectual property rights (for example, copyright, patent, trademark, trade secret) of CTC or any other person or entity.

The Customer will indemnify and hold harmless CTC against any loss, damage, cost and expense which CTC may incur or become liable for by reason of claims or actions for libel, violation of privacy rights, plagiarism, copyright infringement, trademark or trade name infringement, domain name disputes, and claims arising in connection with data transmitted by Customer or its users and any claims or suits resulting from the Customer's or its users' use of the Services including, without limitation, the expense and cost of defending any and all such claims and actions, except when such claims result solely from the negligence of CTC or CTC's failure to perform its obligations to Customer under its Services agreement. The provisions of this paragraph shall survive termination of the Services or Customer's agreement with CTC for use and provision of the Services.

If you believe your copyrighted work is being hosted on a CTC IP address in violation of applicable law protecting intellectual property rights, please contact our Copyright Agent with the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyright work that you claim is infringed;
- Identification of where the material (including URL if possible) that you claim is infringing is located;
- Your address, telephone number and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

CTC's Copyright Agent is:

Max Walter, Member Services Manager

Consolidated Telephone Company dba Consolidated Telecommunications Company

14385 Edgewood Drive, Baxter, MN 56425

Telephone: 218-454-1234

### **Spam or E-Mail Abuse**

CTC prohibits e-mail abuse (for example, mass mailing unsolicited e-mail and e-mail forgery) and usenet news abuse (for example, mass crossposting articles and postings unrelated to group topics). Examples of prohibited e-mail abuse are:

- Sending unsolicited commercial e-mail, unsolicited mass mailings, Spam or flood usenet newsgroups.
- Using CTC's network to provide software or lists for mass mailing unsolicited email.
- Using, creating or maintaining Spam advertising sites or services located on CTC IP space (even if the Spam originates elsewhere).

- Using third party mail servers to relay Spam.
- Using IP addresses that the Customer does not have a right to use
- Participating in pyramid schemes or email chain letters.
- Sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with a third party's use and enjoyment of the Services or the internet.
- Forging of any header or any part of the header information in any e-mail or newsgroup posting, or taking any action in order to obtain services to which such user is not otherwise entitled.

If you have questions about what is allowed, email [membercare@gotc.com](mailto:membercare@gotc.com) for clarification.

#### **CTC Action in Response to Prohibited Actions**

When possible and when it is not detrimental to the rights or property of CTC or third parties, CTC shall provide the Customer with written notice via e-mail or otherwise of an apparent violation of this Acceptable Use Policy, so that the conduct or problem may be corrected without impact on the Services. However, CTC shall have the right to act immediately and without notice, and without liability to Customer or any of Customer's users, to suspend or terminate Services in response to a court order or governmental notice requiring that the conduct be stopped, or when CTC believes that the conduct or problem poses an imminent risk of harm to rights or property of CTC or third parties.

Should a Customer become the target of a network attack, CTC shall have the right to take any action (for example, temporary suspension of the Customer's account) needed to return server or network operation to normal.

If CTC is informed of a claim of copyright, trademark or other infringement of intellectual property rights involving a Customer's account, CTC will attempt to notify the Customer of those allegations and secure a response. CTC may, in its sole discretion, remove or terminate the account containing, on a temporary or permanent basis, materials which CTC believes may create, constitute, or contribute to copyright, trademark or other infringement of intellectual property rights. The Customer waives the right to assert any claims against CTC for any such removal or termination.

For further explanation of this Acceptable Use Policy, or to determine whether your intended activities are permissible under the terms of this Acceptable Use Policy, contact CTC at [membercare@gotc.com](mailto:membercare@gotc.com) or via phone at 218-454-1234.

#### **Nature of the Services**

Use of the Services, including the storage of information, is at Customer's and its user's sole risk. CTC does not warrant either the results to be obtained from the Service or that the Service will be uninterrupted or error free. CTC Services are provided on an "AS IS" basis without warranties of any kind, either express or implied. Neither CTC nor anyone else involved in creating, producing, or delivering CTC Services shall be liable for any direct, indirect, incidental, special or consequential damages arising out of the use of the Services, the inability to use the Services, or any breach of any warranty. The provisions of this paragraph will survive termination of the Services or Customer's agreement with CTC for use and provision of the Services.

CTC will use its best efforts to maintain, but does not guarantee, the privacy of e-mail, network use, and the contents of user directories.

This Acceptable Use Policy is to be interpreted under the law of Minnesota.