

**MARNE & ELK HORN TELEPHONE COMPANY**

**ACCEPTABLE USE POLICY**

**Internet Service**

The Marne & Elk Horn Telephone Company (**METC**) Acceptable Use Policy (**AUP**) with respect to Internet service (**Service**) includes the following terms and provisions. The terms and provisions of this AUP are without limitation of any rights to suspend or terminate Service that METC otherwise possesses under the Service Agreement or applicable law.

**1. Applicability.** This AUP applies to you as a customer and to any other person, authorized or unauthorized, using your Service (each such person, a **User**). For purposes of this AUP, your use includes, and you are responsible for, the use of all Users who access Service through your account.

**2. Compliance Required.** Pursuant to the Service Agreement, all customers have agreed to and must comply with this AUP. METC reserves the right to terminate or suspend Service immediately or to otherwise disconnect, remove, block, filter or restrict your use of Service if METC determines, in its sole discretion, that such use violates this AUP. METC will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. If METC believes that you have used Service for an unlawful or unauthorized purpose, METC may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to METC's forwarding of any such communications and information to these authorities. In addition, METC may provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to you or others.

**3. Prohibited Uses and Activities.** This AUP identifies certain uses and activities that METC considers to be unlawful or unauthorized, and therefore strictly prohibited. The examples listed herein are non-exclusive and are provided solely for guidance to customers. In the event of uncertainty as to whether any contemplated use or activity is permitted, please contact a customer service representative for assistance. In addition to any other unauthorized uses or activities, the following constitute violations of this AUP:

**Unlawful Use:** Using Service in any manner that violates local, state or federal law, including without limitation using Service to transmit any material (by e-mail or otherwise) whose transmission is unlawful under any local, state or federal law applicable to such transmission.

**Harm to Minors:** Using Service to harm, or attempt to harm, minors in any way, including but not limited to activities involving child pornography or the sexual exploitation of children.

**Threats:** Using Service to transmit any material (by e-mail or otherwise) that threatens or encourages bodily harm or destruction of property.

**Harassment:** Using Service to transmit any material (by e-mail or otherwise) that unlawfully or otherwise harasses another.

**Fraudulent Activity:** Using Service to make fraudulent offers to sell or buy products, items or services, or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."

**Forgery or Impersonation:** Adding, removing or modifying identifying network, message or article header information in an effort to deceive or mislead is prohibited while using Service. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.

**Unsolicited Commercial E-mail/Unsolicited Bulk E-mail:** Using Service to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not that e-mail is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.

**Unauthorized Access:** Using Service to access, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of METC's or a third party's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.

**Copyright or Trademark Infringement:** Using Service to transmit any material (by e-mail or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of METC or any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.

**Collection of Personal Data:** Using Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

**Reselling the Services:** Reselling Service without METC's written authorization.

**Network Disruptions and Unfriendly Activity:** Using Service for any activity that adversely affects the ability of other people or systems to use Service or third party Internet-based resources. This specifically but without limitation includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

**4. Usage Limitation.** Service is available for individual customer use only and not for resale. Pricing is based on contemplated minutes of usage not exceeding commercially reasonable limitations. Unlimited plans and features offered as part of any Service may **ONLY** be used for normal residential or business use. METC will keep accurate records of your Service location(s), quantities, and usage under this Agreement. METC reserves the right to immediately disconnect or modify your Service if METC determines, in its sole and absolute discretion, that your use of Service is, or at any time was, inconsistent with normal residential or business usage patterns or is otherwise in violation of this AUP. In the event your usage exceeds applicable usage limitations and as an alternative to disconnection of Service, METC may offer you a revised Service Agreement including higher rates for usage of Service that is deemed to be inconsistent with normal residential or business use. METC reserves the right to protect its network from harm, which may impact legitimate data flows. METC reserves the right to limit throughput or amount of data transferred, and to deny or discontinue service, without notice, to anyone it believes is using an unlimited data plan or feature in any manner prohibited herein or whose usage adversely impacts METC's network or service levels.

**5. Content.** You will be liable for any and all liability that may arise out of the content transmitted by you. You shall assure that your use of Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. METC reserves the right to disconnect or suspend your Service and remove your content from Service if METC determines, in its sole and absolute discretion, that such use or content does not conform with the requirements set forth in this AUP or interferes with METC's ability to provide Service to you or others. METC's action or inaction under this Section will not constitute any review or approval of your usage or content.

**6. Theft of Service.** You must notify METC immediately if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you provide such notification, you must provide your account number and a detailed description of the circumstances of the theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of your Service and additional charges to you. Until such time as METC receives notice of the theft, fraudulent use or unauthorized use, you will be liable for all stolen, fraudulent or unauthorized use of Service. METC reserves all of its rights at law and equity to proceed against anyone who uses Service illegally or improperly.

**7. Indemnification.** By activating or using Service, you agree to use Service only for authorized and lawful purposes and in accordance with this AUP and the Service Agreement. In addition to being subject to other remedies, liabilities and obligations under law or applicable agreements, you shall defend, indemnify, and hold METC harmless from any claims, damages, losses, or expenses (including without limitation attorneys' fees and legal costs) incurred in connection with all claims, suits, judgments and causes of action for damages arising from the breach by you or your Users of any provision of this AUP.

**8. Service Monitoring.** METC is under no obligation to monitor a customer's usage, bandwidth, transmissions and/or content of Service. However, METC may monitor the usage, bandwidth, transmissions and content of Service periodically to (i) comply with any necessary laws, regulations or other governmental requests or (ii) operate Service properly or to protect itself, its network and its customers and subscribers. METC reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of this AUP or any other terms and provisions applicable to Service.

**9. Termination of Service.** METC has the right to terminate access to or use of Service as provided in this AUP and the Service Agreement. Access to and use of Service is subject to strict compliance with law and applicable agreements.

**10. Modifications.** METC may modify the terms and conditions of this AUP in a commercially reasonable manner from time to time and shall provide you notice of such changes by website publication, bill message or other commercially reasonable notice. Your use of Service following such notice constitutes your agreement to the modified terms and conditions.

11. **Survival.** The provisions of this AUP that by their sense and context are intended to survive the discontinuance or disconnection of your use of Service shall survive such discontinuance or disconnection.

12. **Governing Law.** This AUP and the relationship between you and METC shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflict of law.

13. **No Waiver of Rights.** METC's failure to exercise or enforce any right under or provision of this AUP shall not constitute a waiver of such right or provision.

14. **Severability.** If any part or provision of this AUP is legally declared invalid or unenforceable, that part or provision will be construed consistent with applicable law as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this AUP.

15. **Applicability to Attached Sites.** Sites directly attached to METC backbone are expected to adhere to METC Acceptable Use Policies. The individual who signed the contract is responsible for educating site users on acceptable use policies. Violations of the AUP by directly attached sites will be referred to the contract signer for resolution. The contract signer will be held responsible for any violations of the AUP.

16. **Important Customer Information.** In addition to the terms and conditions set forth in this AUP, Service is subject to the Service Agreement, which you should read carefully before activating any Service. For additional terms and conditions of Service, refer to the Service Agreement, or speak with a customer service representative.

**READ CAREFULLY: BY SIGNING THE SERVICE AGREEMENT AND/OR USING SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY REVIEWED AND ARE FULLY FAMILIAR WITH THIS ACCEPTABLE USE POLICY, AND YOU AGREE TO COMPLY WITH ALL OF THE TERMS, CONDITIONS AND PROVISIONS CONTAINED HEREIN.**