



*A wholly owned subsidiary of Eastern Slope Rural Telephone Association, Inc.*

### **Acceptable Use Policy**

This is Eastern Slope Rural Telephone Assoc., Inc. Acceptable Use Policy (AUP). Eastern Slope Rural Telephone Assoc., Inc. is referred to as ESRTA, us, we or our. Users of our Internet related products are referred to as customer, you or your. This AUP is part of each customer's contract with us, whether the contract is electronic or paper. By using our products, you agree to be bound by this AUP. Your End Users and their customers are also bound by this AUP.

You expressly understand that the evolving nature of the Internet and on-line commerce makes it necessary for us to reserve the right to make changes to this AUP at any time, and without notice. For this reason as well, this AUP may not represent all possible ways in which you or an End User (as defined in your contract) engage in unacceptable behavior. We reserve the right to determine, in our sole and exclusive judgment, what activities are unacceptable.

You violate this AUP when you, or your End Users, engage in activities prohibited by the AUP. It is your responsibility and contractual obligation to ensure that End Users comply with this AUP, and cooperate with us in the enforcement and administration of this AUP.

### **Lawful Purpose**

The Services may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any applicable law, regulation, this AUP, or the Agreement, is prohibited. You may not use our products to directly facilitate the violation of any particular law or regulation.

The following list of prohibited uses is a partial list of uses prohibited by this AUP, and does not represent all unlawful uses of our products by you or End Users:

- instructing others in unlawful activities;
- forging, misrepresenting, omitting or deleting message headers, return mailing information, internet protocol addresses to conceal or misidentify the origin of a message;
- creating or sending Internet viruses, worms or Trojan horses, flood or mail bombs, or engaging in denial of service attacks;
- hacking, and/or subverting, or assisting others in subverting, the security or integrity of our products or systems;
- soliciting, or instructing in, the performance of any illegal activity, even if the activity itself is not performed;
- You and End Users may not engage in activity that infringes or misappropriates the intellectual property rights of others. This includes but is not limited to, copyrights, trademarks, service marks, trade secrets, software piracy and patents. You and End Users may not use our products to defame, harass, abuse or threaten third parties; and/or
- Acting in any manner that might subject us to unfavorable regulatory action, subject us to any liability for any reason, or adversely affect our public image, reputation or goodwill, as determined by us in our sole and exclusive discretion.

### **SPAM**

We have a zero tolerance approach to SPAM. This zero tolerance policy extends both to your using our products to disseminate SPAM, and the use of our products to send SPAM to our customers.

Customers, who send, disseminate or support SPAM will have their accounts suspended. We consider SPAM to be the sending or receipt of 200 or more email messages at one time. However, we reserve the right to determine, in our sole and absolute discretion, what constitutes SPAM. We also prohibit you, or End Users, from relaying email. In addition, should your use of our products cause us to be "black listed," your account may be suspended.

We filter email for SPAM. We are not responsible for refused, expired or misdirected email as a result of this filtering. It is your sole and exclusive responsibility to properly configure your SPAM filter. Quarantined email will not be available to you indefinitely. It is your obligation to review your SPAM mailbox regularly.

### **Copyright Infringement**

We are registered with the United States Copyright Office pursuant to the Digital Millennium Copyright Act (DMCA). If your site has been copied by our customer, or an End User, in a way that falls within the terms of the DMCA, you must provide us with proper notice of such an infringement. The DMCA contains very specific guidelines of what your notice must contain. These guidelines are available here:

<http://www.copyright.gov/title17/92chap5.html#512>.

Our designated agent for receipt of notices pursuant to the DMCA is: George Moats, Network Analyst

### **Violations of Rights, Other than Copyright**

Complaints about such activity by our customers or End Users may be directed to Eastern Slope Rural Telephone Assoc., Inc ([customerservice@esrta.com](mailto:customerservice@esrta.com))

### **Child Pornography, Child Erotica and Bestiality**

We take a zero-tolerance approach to using our products to disseminate or display images classified under U.S. law as child pornography, child erotica and/or bestiality. The contracts of customers who are themselves, or whose End Users are, using our products to disseminate or display child erotica, regardless of its literary merit, will be terminated.

### **U.S. Export Laws**

You may not use the Services to engage in a violation of U.S. export laws. Violation of these laws may include selling products that may be legal to sell in the U.S., but illegal to export. You may not use our products to provide products to End Users with whom U.S. citizens may not do business.

### **IP Addresses and Resale, Sharing, Distribution**

We administer the network on which our products are provided. You cannot use IP addresses which were not assigned to you by us. If it is determined that you are using IP addresses which were not officially assigned by us, you will be suspended from network access until such time as the IP address overlap can be corrected. We own the IP numbers and addresses that may be assigned to you by us. These addresses may not be assigned or transferred, and are recycled by us on termination of your use of the products. We may, in our sole discretion, change these addresses. Users may not resell, share, or otherwise distribute, (either for a fee or without charge) the Service or any portion thereof to any third party without written consent of the Provider.

### **Suspension and/or Termination of Products, and Credits**

Your or an End User's failure to abide by any of the items set out in this AUP is grounds for suspension or termination of your contract. Any termination or suspension may be undertaken with, or without, notice to you or an End User.

We do not issue credits for outages incurred as a result of our decision to suspend or terminate service for a violation of this AUP. You agree to hold us harmless from any claims that a suspension or termination of products for this reason has damaged an End User.

### **Monitoring Products, Cooperation with Law Enforcement and Legal Documents**

We may disclose information, including information that you or End Users may consider confidential, in order to comply with a court order, subpoena, summons, discovery request, warrant, regulation, or governmental request. We assume no obligation to inform you or an End User that information has been so provided, and in some cases may be prohibited by law from giving such notice. We may also disclose such information when it is necessary for us to protect our business, or others, from harm.

### **Security**

You are solely responsible for ensuring that your data is secure, that confidential information remains confidential, and that you do not expose your business to risks you are not prepared to assume. We reserve the right to take immediate action to suspend or terminate your account if, in our sole and exclusive discretion, you or an End User is engaging in activities that jeopardize our security, the security of other customers, or of the Internet in general. You may not be provided with advance notice that we are taking such action.