

**McDonough Telephone Cooperative Inc (MDTC)**  
**ACCEPTABLE USE POLICY**

- I. Prohibited Uses and Activities
- II. Customer Conduct and Features of the Service
- III. Violation of this Acceptable Use Policy

MDTC's goal is to provide its customers with the best Internet service possible. In order to help accomplish this, MDTC has adopted this Acceptable Use Policy (the "Policy"). This policy is in addition to any restrictions contained in the Internet Service Agreement completed at the time of initial service.

All MDTC High Speed Internet customers and all others who use the Service (the "customer," "user," "you," or "your") must comply with this Policy. Your failure to comply with this Policy could result in the suspension or termination of your Service account. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify MDTC so that we can close your account.

MDTC may revise this Policy from time to time by posting a new version on the Web site at [www.mdtc.net/Internet](http://www.mdtc.net/Internet). Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should regularly visit the MDTC Web site and review this Policy to ensure that their activities conform to the most recent version.

**I. Prohibited Uses and Activities**

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or MDTC Equipment, either individually or in combination with one another, to:

**Conduct and information restrictions**

- Undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
- Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
- Upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
- Transmit unsolicited bulk or commercial messages commonly known as "spam;"
- Send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupt a server, account, blog, newsgroup, chat, or similar service;
- Initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- Participate in the collection of very large numbers of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;

- Collect responses from unsolicited bulk messages;
- Falsify, alter, or remove message headers;
- Falsify references to MDTC or its network by name or other identifier, in messages;
- Impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- Violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;

### **Technical restrictions**

- Access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- Copy distribute, or sublicense any proprietary software provided in connection with the Service by MDTC or any third party, except that you may make one copy of each software program for back-up purposes only;
- Distribute programs that make unauthorized changes to software (cracks);
- Use or run dedicated, stand-alone equipment or servers that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, Web hosting, file sharing, and proxy services and servers;
- Use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- Service, alter, modify, or tamper with the MDTC Equipment or Service or permit any other person to do the same who is not authorized by MDTC;

### **Network and usage restrictions**

- Restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any MDTC (or MDTC supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any MDTC (or MDTC supplier) facilities used to deliver the Service;
- Resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly;
- Connect the MDTC Equipment to any computer outside of your Premises;

- Interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host; and

## **II. Customer Conduct and Features of the Service**

### *What obligations do I have under this Policy?*

In addition to being responsible for your own compliance with this Policy, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. MDTC recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by MDTC and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by MDTC that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

### *How does MDTC address inappropriate content and transmissions?*

MDTC reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this Policy, or otherwise harmful to MDTC’s network or customers using the Service, regardless of whether this material or its dissemination is unlawful so long as it violates the Policy. Neither MDTC nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, email, file transfer, blog, newsgroup, and instant message transmissions as well as materials available on the Personal Web Pages and Online Storage features) made on the Service. However, MDTC and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of the Policy and to disclose, block, or remove them in accordance with this Policy, the Subscriber Agreement and applicable law.

### *What requirements apply to electronic mail?*

The Service may not be used to communicate or distribute e-mail or other forms of communications in violation of Section I in this Policy.

MDTC is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address(es) by you by someone else trying to send e-mail to you. MDTC is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at MDTC’s sole discretion.

### *What requirements apply to instant, video, and audio messages?*

Each user is responsible for the contents of his or her instant, video and audio messages and the consequences of any of these messages. MDTC assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store these messages.

## **III. Violation of this Acceptable Use Policy**

MDTC reserves the right immediately to suspend or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement.

MDTC does not routinely monitor the activity of individual Service accounts for violations of this Policy. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. MDTC has no obligation to monitor the Service and/or the network. However, MDTC and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and MDTC users.

The failure of MDTC or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You agree to indemnify, defend and hold harmless MDTC and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your indemnification will survive any termination of the Subscriber Agreement.