

MTC Communications Inc (MTC) McDonough Telephone Cooperative (MTC)

ACCEPTABLE USE POLICY – Business Service

Within this document, “MTC” is used collectively to refer to the Service Provider, which is “McDonough Telephone Cooperative” or “MTC Communications, Inc” located at PO Box 359; Colchester, IL 62326. The Service Provider is determined based on the Customer’s address of Service.

- I. Prohibited Uses and Activities
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MTC’s goal is to provide its customers with the best Internet service possible. In order to help accomplish this, MTC 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 MTC 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 MTC so that we can close your account.

MTC may revise this Policy from time to time by posting a new version on the Web site at <https://www.mdtc.net/resources/regulatory/>. Revised versions of this Policy are effective immediately upon posting. Accordingly, customers of the Service should regularly visit the MTC 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 MTC 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;
- Use IRC (Internet Relay Chat) or other chat services or tools to flood chats, establish more than two (2) concurrent chat connections per device at any time, or use unattended clones, bots, or other automated programs to engage in chats;
- Falsify, alter, or remove message headers;
- Falsify references to MTC 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 MTC 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);
- Service, alter, modify, or tamper with the MTC Equipment or Service or permit any other person to do the same who is not authorized by MTC;

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 MTC (or MTC supplier) host,

server, backbone network, node or service, or otherwise cause a performance degradation to any MTC (or MTC supplier) facilities used to deliver the Service;

- Make the Service available to anyone other than your business or your business' authorized employees, contractors, or users (i.e. members of the public, customers of an establishment, hotel or motel guests and patrons, or persons in a residence hall or apartment building) unless done with MTC's written approval in accordance with an applicable Business Services Agreement;
- Resell the Service or otherwise make available to anyone outside the Service Location(s) the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly unless expressly permitted by the applicable Business Services Agreement;
- Connect the MTC Equipment to any computer outside of your business' Service Locations(s);
- 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
- Accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service Plan that expressly permits you to do so.

II. Customer Conduct and Features of the Service

What obligations does my business have under this Policy?

In addition to being responsible for your own compliance with this Policy, your business is also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by an employee, contractor, customer or guest access to your Business account. Therefore, your business must take steps to ensure that others do not use your business' account to gain unauthorized access to the Service.

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

How does MTC address inappropriate content and transmissions?

MTC 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 MTC'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 MTC 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, MTC 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.

MTC is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address(es) by your business or by someone else trying to send e-mail to your business or its employees, contractors, or

users. MTC 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 MTC'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. MTC assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store these messages.

What requirements apply to web hosting services?

As part of the Service, MTC provides various web hosting services that your business can subscribe to and which include, among other features, domain name hosting, website hosting, file storage, and file transfer (collectively, the "Web Hosting Services"). Your business is solely responsible for any information that it or others publish or store on the Web Hosting Services. Your business is also responsible for enduring that all content made available through the Web Hosting Services is appropriate for those who may have access to it. For example, your business must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. MTC reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Section I in this Policy. For purposes of this Policy, "material" refers to all forms of communications including text, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. MTC may remove or block content contained on your business' Web Hosting Services and terminate its Web Hosting Services and/or your business' use of the Service if we determine that your business has violated the terms of this Policy.

MTC reserves the right to suspend or terminate Service accounts when your business' use of the Service or any of its features, such as Web Hosting Services, negatively impacts MTC's reputation as determined in its sole discretion. For example, any use of the Service or its features that results in your business' Service account, or any associated MTC information, being listed on, for example, spam reporting web sites such as Spamhaus, SBL, ROKSO, TrendMicro Maps, or SenderScore Blocklist, or anti-phishing or anti-spyware services, may result in MTC suspending or terminating your business' Service Account.

III. Violation of this Acceptable Use Policy

MTC reserves the right immediately to suspend or terminate your business' Service account and terminate the Business Services Agreement if you violate the terms of this Policy or the Business Services Agreement.

MTC 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. MTC has no obligation to monitor the Service and/or the network. However, MTC 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 MTC users.

The failure of MTC 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. Your business agrees 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.

Your business agrees to indemnify, defend and hold harmless MTC and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your business' indemnification will survive any termination of the Business Services Agreement.