

Acceptable Use Policy

1. INTRODUCTION

This Acceptable Use Policy ("AUP") governs use of the Internet services ("Service" or "Broadband Service") provided by Glenwood Telephone Company ("GTC"), whether you subscribe to the Service or not, and by using our Services and connecting to our networks, you agree to all the terms set forth herein. If you do not agree to comply with this AUP, you must immediately stop all use of the Service and notify GTC so that it can close your account.

Generally, GTC does not monitor or edit the content posted by users of the Service or other Internet services that may be available on or through the Service (e.g., newsgroups, chat rooms, message boards, etc.). However, GTC and its agents reserve the right at their sole discretion to remove any content that, in GTC's judgment, does not comply with the AUP or is otherwise harmful, objectionable, or inaccurate. GTC is not responsible for any failure or delay in removing such content.

In addition, GTC may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Service and/or your GTC account. You agree to indemnify, defend, and hold GTC harmless from any claims resulting from your use of this service, which damages you or another party. At our sole discretion, we may revoke your access for inappropriate usage. Use of any information obtained via the Service is at your own risk. GTC is not responsible for the accuracy, quality, or content of information obtained through the Service. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

GTC may revise this AUP from time to time by posting a new version on the Web site at www.gtconline.com (the "GTC website"). GTC will use reasonable efforts to make customers aware of any changes to this AUP, which may include sending e-mail announcements, social media posts, or posting an update status on the GTC website. Revised versions of this AUP are effective immediately upon posting. Accordingly, customers of the GTC Broadband Service should read any GTC announcements they receive and regularly visit the GTC web site and review this AUP to ensure that their activities conform to the most recent version. Continued use of the Service constitutes agreeing to this AUP. If you have questions regarding this AUP, or to report violations of it, you can contact GTC at www.gtconline.com or abuse@gtconline.com. To report illegal content on the Internet go to www.ftc.gov.

2. SCOPE

This Acceptable Use Policy applies to GTC data services that provide (or include) access to the Internet, including but not limited to Broadband DSL or dedicated services (collectively "Internet services").

- SECTION 1: PROHIBITED ACTIVITIES
- SECTION 2: CONSEQUENCES FOR VIOLATIONS OF THIS POLICY
- SECTION 3: PRIVACY
- SECTION 4: USAGE
- SECTION 5: DMCA COMPLAINTS

SECTION 1: PROHIBITED ACTIVITIES

It is a violation of this AUP to use our Internet services in an unlawful or harmful manner, or which interferes with the use of our network and / or systems, of others networks and / or systems, which violates policies of any network accessed by the connection via our Internet services, interferes with the intellectual property rights of others, publishes materials of an abusive, harassing or threatening manner, or operates as a security risk or violates a person's privacy.

If you have any questions regarding this AUP, or wish to report suspected violations to this policy please contact abuse@gtconline.com.

INTELLECTUAL PROPERTY

GTC Internet services shall not be used to host, publish, submit/receive, upload/download, use, copy or reproduce, transmit, distribute store in any content or material, or engage in any activity that infringes, misappropriates, or violates the intellectual property rights of any individual, group or entity, including but not limited to rights protected by any intellectual property right.

CHILD PORNOGRAPHY

GTC Internet services shall not be used to host, publish, submit/receive, upload/download, post, use, copy, reproduce, transmit, re-transmit, distribute ,store, or purchase child pornography. Suspected violations of child pornography will result in immediate termination of service, and any images, subscriber information, logs, username, location, IP address, date, time, and any other pertinent information will be transmitted to the National Center for Missing and Exploited Children and law enforcement.

EMAIL & RELATED SERVICES

Email, Usenet, or IRC abuse is strictly prohibited. Some examples of abuse are as follows:

- Sending unsolicited email. You may not use or cause to be used GTC's equipment, network connectivity, or other resources to originate, deliver, relay or otherwise transmit unsolicited email messages originating from a GTC owned IP Address or service.
- Forging ("Spoofing"), or alter email headers, IP Addresses, or MAC Addresses is strictly prohibited.
- Spear Phishing.
- Sending harassing email either by content, frequency, or size.
- Sending chain emails or (the same email) to an excessive number of recipients.
- Newsgroup spamming or abuse.
- Using Internet Relay Chat ("IRC"), bot, or violating IRC server policies.
- Using web-hosting services to make fraudulent offers to sell or buy products, items, services, or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", or "chain

letters.”

GTC reserves the right to suspend or delay delivery of email to Customer utilizing GTC email services and/or the virtual domain email if the volume of email being redirected, stored, or delivered on the Customer’s behalf is deemed excessive. Excessive traffic is defined as any amount of email traffic that noticeably degrades performance on the server in question, in the sole discretion of GTC. Stored mail exceeding these limits may be transferred to a compressed file at GTC's discretion. GTC will reasonably attempt to notify the account holder via the account contact information on record; however, GTC reserves the right to delete the contents of such email boxes upon thirty (30) days after attempted notification.

GTC is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. GTC 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 GTC's sole discretion. In the event that GTC believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an “identifier”) on the Broadband Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, GTC (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, GTC may at any time reserve any identifiers on the Broadband Service for GTC's own purposes. In the event that a Broadband Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

HACKING

Hacking and Attacking GTC owned users, computers, ports or services is strictly prohibited. Hacking is defined as any unauthorized attempt to monitor, modify, interfere, or connect to unauthorized computer systems or networks. Attacking is interference of normal services to a user, host, or network through the use of DDoS attacks, flood attacks, mail bombs, defacements, or cause interruptions in services. Some examples of hacking and attacking include:

- Idle, Syn, Full, Half, FIN, or Stealth scans. (packet sniffing)
- Port Probing & Scanning
- Mail Relaying, Proxing, or Hi-Jacking
- Use of Jack The Ripper or alternative password cracking software
- Malware, Virus, or Worm attacks
- Smurf, Teardrop and land attacks.
- Use of Exploitation Frameworks such as Metasploit.
- Participation in botnets
- Man-In-The-Middle Attacks

6. NETWORK MANAGEMENT

GTC uses various tools and techniques to manage its network, deliver the Broadband Service, and ensure compliance with this AUP and the [Subscriber Agreement](#). These tools and techniques are

dynamic, like the network and its usage, and can and do change frequently. GTC's network management practices may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that GTC may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

SECTION 2 : CONSEQUENCES FOR VIOLATIONS OF THIS POLICY

SUSPENSION & TERMINATION

GTC and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Broadband Service; identify violations of this AUP; and/or protect the network, the Broadband Service and GTC users.

GTC has the right, in its sole discretion, with or without notice, to suspend or terminate customer's accounts if violations of this policy occur. GTC reserves the right to block access prior to any notification. Neither GTC nor its affiliates, suppliers, nor agents will have any liability for any of these responsive actions. These actions are not GTC's exclusive remedies and GTC may take any other legal or technical actions it deems appropriate with or without notice.

The failure of GTC or its suppliers to enforce this AUP, 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 AUP 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. By using GTC Services customers agree to indemnify, defend and hold harmless GTC and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this AUP. Indemnification will survive any termination of the Subscriber Agreement.

CHARGES

Violators of this AUP, whose actions cause damages and/or administrative costs to our services, networks, or customers are required to pay for damages (including but not limited to):

- Legal fees, subject to a \$500 minimum.
- Activation fees or deposits required to reconnect suspended services
- For bulk email clean up violators will be charged \$300 + \$5 per message sent.

GTC reserves the right to modify these rates any time.

SECTION 3 : PRIVACY

Any information transmitted across the Internet can be intercepted. GTC attempts to protect your privacy through security techniques, and does not sell the names & addresses, history, or activity to third-parties.

For more information about GTC's Privacy policies please see our Privacy Policy at <http://www.gtconline.com/privacy.html>

SECTION 4 : USAGE

USAGE

Any information transmitted across the Internet can be intercepted. GTC attempts to protect your privacy through security techniques, and does not sell the names & addresses, history, or activity to third-parties.

PASSWORDS

Customers are solely responsible for maintaining the confidentiality of their usernames and passwords. If a username or password has been compromised, it is customer's responsibility to notify us immediately.

Reselling or sharing access to customer accounts is strictly prohibited.

SECTION 5 : COPYRIGHT COMPLAINTS

DIGITAL MILLENNIUM COPYRIGHT ACT REQUIREMENTS.

GTC is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Broadband Service to comply with these laws. As a provider of transitory digital communications, GTC's activities are typically protected by a safe harbor provision of the DMCA (see 17 U.S.C. 512 (a)). GTC is therefore not obligated to respond to a copyright owner (or the owner's agent) nor does GTC have a duty to remove or disable access to material transmitted, routed or connected to the GTC network(s) that is initiated and/or directed by an individual user. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Broadband Service (or any part of the Broadband Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is GTC's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Broadband Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who GTC, in its sole discretion, believes is infringing these rights. GTC may suspend or terminate the Broadband Service at any time with or without notice for any affected customer or user.

REVISED 08.01.17