

## **PRTC Broadband Services Rules and Regulations and Acceptable Use Policy**

By using services and resources owned by Peoples Rural Telephone Cooperative (PRTC), you agree to abide by the following Rules and Regulations and Acceptable Use Policy ("AUP").

The Internet is a far-reaching communications medium. The Internet can be used to communicate with colleagues, research demographics, and transmit business communications. But the Internet is shared with thousands of others users. Therefore, PRTC has constructed a list of rules and regulations to provide a better understanding of how to use this service. This document also details your rights and responsibilities as a PRTC broadband subscriber.

### **1. Privacy**

A. We will not release any of your personal information to other people or agencies unless we receive a signed consent form from you, except under subpoena by a court of competent jurisdiction.

B. With certain exceptions, you can choose any username for your account on PRTC as long as there are no duplicates in the username list and it is not considered obscene. The username is subject to a technical limitation of our current accounting system; therefore, usernames are restricted to a range of 4 to 8 characters.

C. PRTC retains the right to reserve certain usernames for internal use.

D. Although you may want to use a made-up username for your PRTC account, your full legal or entity (company) name must be used when you sign up with PRTC.

### **2. Account Suspension and Cancellation**

A. PRTC subscribers have the right to cancel their accounts. Cancellations take effect at the end of the month in which you cancel. If you wish to cancel your PRTC broadband service, you must notify PRTC in person or by calling Customer Service at 606-287-7101 during regular business hours.

B. PRTC reserves the right to suspend or cancel your account without notice, for non-payment or for violation of any provision of this AUP.

C. Whether you cancel your service or we cancel your service for cause, your service fees are not prorated within the current month. Refunds for unused service are limited to fees paid for service beyond the month of cancellation. Setup fees are nonrefundable.

### **3. File Transfer Restrictions**

A. By law, you may not upload any commercial software, any software that is subject to distribution limits, or any material you don't have the right to share with other people. Likewise, you may not download any software or any material you do not have the right or license to use, such as commercial software from other Internet users. You may not upload anything, such as certain cryptographic applications, that will violate local, state, or federal law. If, upon reasonable suspicion and after reasonable investigation, PRTC finds a violation of this provision, PRTC Internet Services reserves the right to notify appropriate state and/or federal authorities.

B. Your PRTC broadband account entitles you to E-mail storage space of up to 2 megabytes. If additional storage space is required up to 10 megabytes (issued in 2 Meg blocks) PRTC will charge for additional disk usage according to then-current PRTC pricing. Difficulties in downloading e-mails due to size are the responsibility of the customer and PRTC reserves the right to delete messages if necessary to facilitate download.

#### **4. Change of Terms, Condition and Services**

A. PRTC reserves the right to alter the pricing, offerings, terms and conditions of service at any time. An electronic, online copy of this AUP in effect is at the following Web address: <http://www.prtcnet.org> under the "Acceptable Usage Policy" link. You are charged with responsibility for checking this page for any updates, and your continued use of PRTC broadband services constitutes your agreement to the modified terms.

B. PRTC does provide configuration assistance and limited free technical support for browser and e-mail client programs that are essential to getting on the Internet.

C. PRTC does not provide technical support nor make any warranties as to any software you may use in connection with your PRTC account; the respective author/copyright holder's warranties apply. Further, PRTC does not provide technical support for any hardware you use for your Internet connection that you did not purchase from PRTC.

D. PRTC cannot guarantee overall Internet performance, nor the performance or availability of any server, service or site on the Internet at large which you may otherwise access through your PRTC broadband account.

#### **5. System Use Policies**

A. PRTC broadband provides unlimited Internet access. This should not be construed to mean full time or completely unregulated access. There are a great many users sharing PRTC Internet Services network facilities, and we are committed to providing good, consistent service to all subscribers. For this reason, the subscriber should observe the following guidelines in the usage of your PRTC Internet Services account:

- i) Multiple, simultaneous logins of the same account are prohibited.
- ii) Content posted to PRTC hosted personal websites will be removed if that content violates copyrights, libels others, or contains code that could harm systems that visit the site.
- iii) PRTC is not responsible for backing up customer's personal page content. Content backup of a personal page is the customer's responsibility.
- viii) Sexually explicit and patently offensive content; materials that otherwise violate federal, state or local law; and materials and content that threaten the security or utility of the PRTC network, are strictly forbidden in any PRTC service to which you subscribe--personal or commercial.
- iv) Customer has no ownership of static IP numbers that may have been assigned to the customer by PRTC. PRTC reserves the right at any time to remove these static IP assignments with advance notice to the Customer from PRTC. If deem necessary, PRTC also reserves the right to reassign static IP allocation at its sole discretion.
- v. PRTC reserves the right to remove from public view any material or content brought to its attention that violates this AUP.
- vi. The services you purchase from PRTC are not transferable. You may not resell or share your PRTC broadband account services.

## **6. Information Policy**

PRTC Internet Services will not filter information that is received from the Internet, except in accordance with this AUP and applicable law; however, some material may be offensive to some people. If you find a website that you do not like, then go to another website. Your browser may enable you to block offensive sites – please consult technical support provided by the creator of that browser on how to do this. As a PRTC subscriber, you are solely responsible for monitoring usage of your PRTC accounts, including use by your children.

## **7. Procedures & Accounting Matters**

- A. Our AUP is under constant review. We consider comments from our users and from experienced staff. We will change this document from time to time. You are subject to the AUP in effect at the time you sign up for PRTC broadband services, and to each revision of the AUP that becomes effective subsequently, without further notice.
- B. Account cancellations should be made in person at a PRTC office or by calling PRTC Customer Service at 606-287-7101 during regular business hours.
- C. Requests for change of username or password on your broadband account should be directed to our technical support department at 1-606-287-4357.
- D. Returned checks are subject to a \$25.00 Returned-Check Fee. Your account will be debited electronically for both the face amount of the check and any returned check fees if returned unpaid.
- E. Failure to pay invoices by the specified due date will result in a late fee charged against your account. This rule also applies to credit card and ACH Debit customers.

F. Payment for previously invoiced services is due by the 15th day of each month. If payment(s) is not received within these guidelines, the customer's service(s) will be interrupted. Customers will have to contact our Customer Service at 1-606-287-7101 to make payment arrangements before services are reconnected. A \$\_\_.\_ reconnect fee for Broadband will also be charged in addition to any outstanding fees due to PRTC. Payment arrangements may be an alternative if PRTC's accounting department is notified 15 days prior to payment due date. Whether or not payment arrangements can be made will be at the discretion of PRTC Customer Service. If further explanation of this policy is needed, please contact Customer Service at 1-606-287-7101.

## **8. User responsibility**

A. PRTC will take immediate action against any PRTC broadband subscriber who abuses any of our facilities or services. Some of the types of conduct that is inappropriate on the Internet, and thus prohibited while using your PRTC broadband, are (a non-exhaustive list):

- i) sending unwanted/unsolicited commercial E-mail ("UCE"). This activity is called, aptly enough, "spamming"
- ii) sending "chain letters"--these are \*illegal\* under federal and state law, and are inappropriate on paper and on the Internet
- iii) E-mailing or posting abusive, vulgar or threatening messages; and
- iv) gaining unauthorized access to any network, either by use of an access account that is not yours, or by engaging in otherwise illegal methods.

B. In addition to this AUP, the provisions of all applicable laws apply to your use of PRTC Internet Services facilities.

C. PRTC will review all complaints or instances of your inappropriate use brought to our attention and will decide what action to take, which action may be termination of your PRTC account.

D. If you have any complaints about another subscriber's use of PRTC services, or if you are subjected to any inappropriate use of PRTC services, please contact PRTC Customer Service immediately.

E. If you suspect or have proof of a hacking or break-in attempt on your network, call 287-HELP (4357).

## **10. The Strictly Legal Stuff**

A. All services provided to you by PRTC may only be used in accordance with any applicable laws, statutes, regulations and rules and solely for lawful purposes. Transmission, promulgation, theft, procurement, communication, alteration, publication or storage of any information, protected material or property, data or any other material in violation of any national law of any sovereign nation, any International law, the United States Annotated code, or of any state or local law, regulation or rule is strictly prohibited. This includes, but is not limited to, any

material, data, matter, software/soft code, intellectual property protected by copyright, trademark, privacy of property right, personal or property right, trade secret, or any other statute. Further, it is unlawful and a violation of this AUP to communicate, transmit, or promulgate in any manner, means or medium, any threatening, harassing, or obscene material, matter, communication of any sort, or to otherwise use PRTC broadband services for any illegal or unlawful purposes.

B. PRTC does not "patrol" the Internet content. PRTC does, however, review complaints submitted with respect to other potential violations of this AUP and applicable laws, and will investigate those complaints and take action it deems appropriate, up to and including cancellation of a user's service.

C. You will indemnify and hold harmless PRTC Internet Services, its officers, agents, employees and its other subscribers from any and all claims, costs, expenses, judgments, causes of action attorney fees, litigation and court costs, resulting from the subscriber's use of PRTC services in any manner, whether directly or indirectly or by any act of omission or commission.

D. You are solely responsible for the knowledge of and adherence to any and all laws, statutes, rules and regulations pertaining (1) to your use of any PRTC service, and (2) the communications means by which you connect your computers or other devices to PRTC broadband services or to any services provided by PRTC.

E. Your rights herein granted cannot be transferred, shared, sold, or used by anyone other than yourself. Accounts that have been transferred to other parties or show other activity in violation of this paragraph are subject to immediate cancellation.

F. PRTC has the right to delete all E-mail, data files, or other information that is stored in your account if your PRTC account is terminated, for any reason, by either you or PRTC.

G. PRTC shall have the right to suspend or cancel your account at any time, for reasonable cause, without notice. "Cause" includes, but is not limited to, nonpayment for services, violation of this AUP and use of your account to engage in violation of any federal, state or local statute.

H. No warranty is made by PRTC regarding any information, services or products provided through, in connection with, or located on the computer systems of PRTC or any other services provided by PRTC, and PRTC hereby expressly disclaims any and all warranties, including without limitation (i) any warranties as to the availability of PRTC products or services, or the accuracy of content or information, products; and (ii) any warranties of merchantability or fitness for a particular purpose.

I. PRTC shall have no liability for damages caused or allegedly caused by any failure of performance, error, omission, interruption, electrical surge or damage or interference, deletion, defect, delay in operation or transmission, communication line failure. Theft or destruction of or unauthorized access to, alteration of, or use of records whether for breach of contract, tortious behavior, negligence, or under any other cause of action, shall be strictly limited to the amount paid by you or on your behalf to PRTC Internet Services for the current month.

J. No agent, employee, or representative of PRTC has any authority to bind PRTC to any affirmation, representation, or warranty concerning the services provided by PRTC.

## **10. Disclaimer and limitation liability**

A. User(s) agrees that the use of all services provided to each User(s) by PRTC is at User's own risk. All warranties of any kind, express or implied, including warranties of merchantability, fitness for a particular purpose and non-infringement of proprietary rights, are expressly disclaimed to the fullest extent permitted by law. PRTC cannot guarantee continuous service, service at any particular time, or integrity of data stored or transmitted via its system or via the Internet. PRTC shall not be liable to the User(s) for any claims or damages which may be suffered by User(s), including, but not limited to, losses or the loss of data, inability to access Internet, or inability to transmit or receive information, caused by, or resulting from delays, non-deliveries, or service interruptions unless directly caused by the negligence of PRTC. PRTC shall not be responsible for the acts of third parties who may gain access to User(s) computer systems, private, financial, or proprietary information by improper or unlawful means.

## **11. Indemnification**

A. PRTC subscribers will indemnify and hold PRTC, its affiliates, subsidiaries, officers, agents and employees free and harmless from any and all claims, damages or lawsuits of any kind (including reasonable attorney fees) arising out of the subscriber's use of services provide to them by PRTC and negligent or illegal acts of subscribers, its employees or agents, including, but not limited to, claims, damages or lawsuits arising out the use of those services.

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