

# Acceptable Use Policies

You agree to comply with the rules of the Service and the appropriate rules for other networks or services connected directly or indirectly to the Service, including Acceptable Use Policies established for the Internet as a whole.

You acknowledge that all references herein to FIVE AREA TELEPHONE COOPERATIVE, INC. (FIVE AREA) refer to the company and its affiliates, suppliers, and agents.

The Service may only be used for lawful purposes for your individual use. You agree to use responsible Internet practices, including, without limitation, using computer security and anti-virus protections, to ensure that unauthorized third parties do not gain access to your computer or computer network or the Service.

## I. Restrictions on Network & Usage, Conduct & Information, and Technical Use

You further agree not to:

1. Resell the Service, permit the use of the Service by any unauthorized users, or otherwise make available to anyone outside the Premises the ability to use the Service (i.e., through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly;
2. Restrict or inhibit any other user from using and enjoying the Internet;
3. Restrict, inhibit, interfere with, or otherwise disrupt performance of the Service or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any FIVE AREA (or FIVE AREA supplier) host, server, backbone network, node or service;
4. Connect the FIVE AREA Equipment to any computer outside of your Premises;
5. 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;
6. 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 expressly permitted to do so by FIVE AREA
7. Post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion;
8. Post or transmit emails or other information or software which contains a virus, malicious code, spyware, adware, cancelbot, Trojan horse, worm or other harmful component;
9. Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purpose (other than as expressly permitted by Five Area with regards to such information, software or other material);
10. Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder;
11. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind (as determined in Five Area's sole discretion), including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;
12. Transmit spam (i.e., mass unsolicited email messages) or flames (the sending of a large number of email messages to a single or multiple addresses);
13. Gain or attempt to gain unauthorized access to or otherwise disrupt or deface websites, networks, systems or accounts owned by Five Area or any third parties, including without limitation, through the use of worms, Trojan horses, denial of service attacks or other computer hacking techniques, disrupt the Service or network connectivity of Five Area or any third parties, misuse Five Area or third party facilities or create fraudulent accounts; or
14. Edit, transmit, distribute, reproduce, or modify in any part or copy onto any media The Walt Disney Company and its affiliated company content, text, photo, graphic, audio, and/or video material (including but not limited to such material from ESPN, ABCNews, Movies.com, SOAPNet or any other Disney company) ("Disney Content"), except that Customer may download one

copy of the Disney Content on a single computer for the Subscriber's personal, noncommercial home use only, provided that (i) Customer keeps intact all copyright and other proprietary notices, (ii) Customer makes no modifications to the Disney Content, (iii) Customer does not use the Disney Content in a manner that suggests an association with any of Disney's products, services, or brands. Customer agrees that The Walt Disney Company and its affiliated companies will not be held liable for any delays, inaccuracies, errors, or omissions in the Disney Content or in the transmission or delivery of all or any part of the Disney Content, or for any damages arising from any of the foregoing.

15. Avoid incurring charges for or otherwise being required to pay for usage of the Service;
16. Invade another person's privacy, stalk, harass, or otherwise violate the rights of other persons;
17. 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;
18. Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
19. 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;
20. Collect, or attempt to collect, personal information about third parties without their consent.
21. Send voluminous 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 disrupts a server, account, blog, newsgroup, chat, or similar service;
22. Initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
23. Participate in the collection of voluminous amounts of e-mail 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;
24. Collect responses from unsolicited bulk messages;
25. Falsify, alter, or remove message headers;
26. Falsify references to FIVE AREA or its network, by name or other identifier, in messages;
27. 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");
28. 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;
29. Use the Internet service or facilities for web-hosting, e-mail hosting, or other unusually high-bandwidth consumption unless you have made special subscription arrangements with FIVE AREA and the usage does not otherwise violate law or regulation;
30. 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;
31. 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;
32. Copy, distribute, or sublicense any proprietary software provided in connection with the Service by FIVE AREA or any third party, except that you may make one copy of each software program for back-up purposes only;
33. Distribute programs that make unauthorized changes to software (cracks);
34. Service, alter, modify, or tamper with the FIVE AREA Equipment or Service or permit any other person to do the same who is not authorized by FIVE AREA;

## II. CUSTOMER OBLIGATIONS & COMPANY RIGHTS

## a. Customer Obligations

In addition to being responsible for your own compliance with this AUP, you are also responsible for any use or misuse of the Service that violates this AUP, 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 by, for example, strictly maintaining the confidentiality of your Service login and password. 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. It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by FIVE AREA that connects to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

## b. FIVE AREA's Rights

FIVE AREA 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 this AUP, or otherwise harmful to FIVE AREA's network or customers using the Service, regardless of whether this material or its dissemination is lawful so long as it violates this AUP.

Five Area has no obligation to monitor the Service or your use of the Service. However, you agree that Five Area has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Five Area will not intentionally monitor or disclose any private email message, except as stated above. Five Area reserves the right to refuse to post, to block or remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of its AUP, the Subscriber Agreement or applicable law. Five Area may further deny any person or entity access to all or part of its system, without notice, if such person or entity engages in any conduct or activities that Five Area, in its sole discretion, believes violates any of its AUP.

Five Area may deny you access to all or part of the Service without notice if you engage in any conduct or activities that Five Area in its sole discretion believes violates any of the terms and conditions in this AUP. If Five Area denies you access to the Service because of such a violation, you shall have no right to access the Internet or your email account through Five Area.

# III. Network Management and Limitations on

## Data Consumption

FIVE AREA manages its network with the goal of delivering a fast, safe and uncompromised broadband Internet experience to all of its customers. But, high-speed bandwidth and network resources are not unlimited. Managing the network is essential for the promotion of best possible Broadband Internet experience by all of FIVE AREA's customers. The company uses reasonable network management practices that are consistent with industry standards. FIVE AREA tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

If FIVE AREA didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management, including enforcement of this AUP, FIVE AREA can deliver the best possible broadband Internet experience to all of its customers.

## a. Network Usage and Data Consumption Restrictions

You acknowledge that all of the FIVE AREA Internet services are intended for periodic, active use of email, user newsgroups, transfers via FTP, Internet chat, Internet games, and browsing of the Internet. You must comply with all current bandwidth, data storage, and other limitations on the FIVE AREA Internet services that have been established by FIVE AREA and FIVE AREA suppliers. You agree not to intentionally use the FIVE AREA Internet service on a standby or inactive basis in order to maintain a connection. The excessive use or abuse of FIVE AREA's network resources by one Customer may have a negative impact on all other Customers. Accordingly, in addition to the Prohibited Uses and Activities provided in Section I, you may not use the FIVE AREA Internet service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in FIVE AREA's sole discretion. Such prohibited actions include, but are not limited to: using the FIVE AREA Internet Services to host a web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, use net hosting, continuous FTP uploading or downloading, or acting in a manner that negatively effects other users' ability to engage in real time exchanges and use of the FIVE AREA Internet Services.

FIVE AREA reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical user of a similar Services account as determined by FIVE AREA in its sole discretion.

Common activities that may cause excessive data consumption in violation of this AUP include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups. You must also ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by FIVE AREA in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with FIVE AREA's ability to deliver and monitor the Service or any part of its network.

If you use the Service in violation of the restrictions referenced above, that is a violation of this AUP. In these cases, FIVE AREA may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to a higher tier of the Service if you wish to continue to use the Service at higher data consumption levels. FIVE AREA may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Service plans.

FIVE AREA's determination of the data consumption for Service accounts is final.

## IV. VIOLATION OF THIS ACCEPTABLE USE POLICY

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

FIVE AREA does not routinely monitor the activity of individual Service accounts for violations of this AUP, except for determining aggregate data consumption in connection with the data consumption provisions of this AUP. 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. FIVE AREA has no obligation to monitor the Service and/or the network. However, FIVE AREA 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 AUP; and/or protect the network, the Service and FIVE AREA users.

FIVE AREA prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. FIVE AREA also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without FIVE AREA's intervention. However, if the Service is used in a way that FIVE AREA or its suppliers, in their sole discretion, believe violates this AUP, FIVE AREA or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service (including but not limited to newsgroups). Neither FIVE AREA nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not FIVE AREA's exclusive remedies and FIVE AREA may take any other legal or technical actions it deems appropriate with or without notice.

FIVE AREA reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on FIVE AREA's servers and network. During an investigation, FIVE AREA may suspend the account or accounts involved and/or remove or block material that potentially violates this AUP. You expressly authorize and consent to FIVE AREA and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP. Upon termination of your Service account, FIVE AREA is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

The failure of FIVE AREA 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.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD FIVE AREA HARMLESS FROM ANY AND ALL LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO ANY VIOLATION OF THIS AUP BY YOU OR AUTHORIZED USERS OF YOUR ACCOUNT, OR IN CONNECTION WITH THE USE OF THE SERVICE OR THE INTERNET OR THE PLACEMENT OR TRANSMISSION OF ANY MESSAGE, INFORMATION, SOFTWARE OR OTHER MATERIALS ON THE INTERNET BY YOU OR USERS OF YOUR ACCOUNT. Your indemnification will survive any termination of the Subscriber Agreement.

## V. REDRESS AND GOVERNING LAW

### a. Governing Law / Resolution of Disputes – Arbitration

Any dispute or claim between you, the Customer, and FIVE AREA arising out of or relating to the service provided in connection with this AUP or the Subscriber Agreement shall be resolved by arbitration ("Arbitration"), unless otherwise specified in Customer's

individual Subscriber Agreement. To the extent that there is a conflict regarding this Arbitration provision, the Customer's individual Subscriber Agreement supersedes the Terms and Policies of the individual Services.

The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The parties agree that no arbitrator has the authority to: (i) award relief in excess of what the Subscriber Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in Arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

## b. Governing Law / Resolution of Disputes – Governing Law

The Agreement and the relationship between you and FIVE AREA shall be governed by the laws of the state of Texas without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with the Arbitration provision herein, you and FIVE AREA agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Texas and waive any objection as to venue or inconvenient forum. The failure of FIVE AREA to exercise or enforce any right or provision of this AUP or the Subscriber Agreement shall not constitute a waiver of such right or provision. If any provision of this AUP or the Subscriber Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this AUP or the Subscriber Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service, this AUP or the Subscriber Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## VI. COPYRIGHT INFRINGEMENT

Five Area's policy for addressing copyright infringement can be found in the [Digital Millennium Copyright Act \(DMCA\) Notice](#).