

WEST RIVER TELECOMMUNICATIONS COOPERATIVE

BOARD POLICY: 511

PAGE 1

CUSTOMER INTERNET SERVICE ACCEPTABLE USE POLICY

I. OBJECTIVE

To provide high quality internet services to its customers. WRT has adopted the following Acceptable Use policy to ensure the integrity of its service and to provide a high quality customer experience. By accessing WRT's internet services, the customer accepts the terms of this policy and agrees to be bound thereby.

II. CONTENT

- A.** Each internet service account is for one household or one business and the customer is responsible for unauthorized use of the account by third-parties. Customer will not resell or redistribute the service to others.
- B.** WRT will provide up to five 1 GB email addresses for residential accounts and up to ten 1 GB email addresses for business accounts for each internet customer. These email addresses will be a source to contact the customer with the information that is related to the internet. An overage fee may be charged if an email address is over 1 GB in size. WRT is not liable for any damages due to the loss of information contained in customer email.

Customers will not use the service for spamming (sending unsolicited messages, bulk email or other solicitations). Customer will not alter, remove or forge email headers, or take any action to deceive the recipient of email as to the sender's true identity. Customer will not reference WRT in any email in order to mislead the recipient. Customer will not use the service to fraudulently or illegally access the accounts of others, penetrate the security measures of the service or other systems, or to disrupt the service or services of any other user, host, business or network. This includes attempting to access any unauthorized computer system, network, business, account or any other proprietary material, or using any processes or programs to compromise the security of any of the foregoing, mail bombing or flooding or any other activity that disrupts the services of any other user, host, business or network. Anyone found to be using this Service for any of these purposes will have their account(s) disabled.

- C.** A customer may have one 3.5 Meg web page per account for their home page. It is up to the customer to create or have their home page created. Once the page is created, WRTY will activate the page.

WEST RIVER TELECOMMUNICATIONS COOPERATIVE

BOARD POLICY: 511

PAGE 2

- D. Customer will not use the service to send, receive or use any data, files or information which infringes upon the patents, trademarks, copyrights, trade secrets or proprietary rights of another person or entity.

WRT is committed to complying with US copyright and related laws and requires all customers and users to comply with these laws.

WRT is registered under the Digital Millennium Copyright Act of 1998 (DMCA) to receive notices of copyright infringement by users of WRT's internet services. Protected materials include but are not limited to, digital music, movies, photographs, audio books and software.

When WRT receives an authorized notice from a content provider that Customer is in violation of copyright law or regulation or has illegally obtained copyright-protected material, WRT will provide notice to Customer using the procedures in this section, which include several notices if the customer does not comply. In these procedures, the first notice will be provided to any customer that has not had any copyright violations within the previous twenty-four (24) months, otherwise the second notice will be the initial notice provided.

1. Individual Customer Notice Procedure

- a. 1st Notice. WRT will provide notification to Customer to explain copyright infringement and to request that the Customer take remedial action to resolve the copyright violation. "Remedial action" will include, but not be limited to, (A) securing the Customer's router, (B) removing copyright material and (C) educating family members.
- b. 2nd Notice. WRT will provide notification and directions for Customer to take remedial action.
- c. 3rd Notice. WRT will provide legal notification and notice of product and service termination risk.
- d. 4th Notice. WRT will provide product and service termination warning.
- e. 5th Notice. WRT will provide all relevant customer information to the copyright holder, its agent or other collection agencies to facilitate compliance and payment of damages for illegal use of intellectual property.

2. **Business Customer Notice Procedure**

- a. 1st Notice. WRT will provide notification to Customer to explain copyright infringement and to request that the Customer take remedial action to resolve the copyright violation. “Remedial action” will include, but not be limited to, (A) removing copyright material, (B) educating employees and (C) securing non-public use infrastructure.
- b. 2nd Notice. WRT will provide notification and directions for Customer to take remedial action.
- c. 3rd Notice. WRT will provide legal notification and notice of product and service termination risk.
- d. 4th Notice. WRT will provide product and service termination warning.
- e. 5th Notice. WRT will provide all relevant customer information to the copyright holder, its agent or other collection agencies to facilitate compliance and payment of damages for illegal use of intellectual property.

3. **Public Internet Access (Schools, Hotels, Motels, Business Lobbies, Truck Stops and the like).**

- a. WRT will provide notification to Customer to explain copyright infringement and to request that the Customer take remedial action to resolve the copyright violation. “Remedial action” will include, but not be limited to, (A) removing copyright material, (B) educating employees and (C) securing non-public use infrastructure.

E. Customers are solely responsible for everything contained in their own personal home pages. WRT does not verify, endorse or otherwise vouch for the contents of any personal home page. Customers can be held legally liable for the contents of their personal home pages and may be held legally accountable.

No offensive material or links to sites deemed inappropriate by WRT shall be allowed. Customer will not use the service for any purpose that violates local, state or federal laws or that promotes illegal activity including, but not limited to child pornography, sexually oriented products and services, escort services, drugs, drug paraphernalia, stolen or illegal goods or services, instructions on how to assemble weapons of mass destruction, racially bias material, slanderous material, any

WEST RIVER TELECOMMUNICATIONS COOPERATIVE

BOARD POLICY: 511

PAGE 4

gambling, raffles, lotteries, pyramid or ponzi schemes. Customer will not impersonate another user, falsify identifying information in any post or transmission in order to mislead or forge another's digital or manual signature.

- F.** The customer agrees not to transmit through the service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. The customer further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited.

Customer acknowledges and agrees that WRT neither endorses the contents of any customers communications nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising therefrom or any crime facilitated thereby.

- G.** The customer understands and agrees that any material and/or data downloaded or otherwise obtained through the use of this service is done at member's own discretion and risk and that the customer will be solely responsible for any damage to customer's computer system or loss of data that results from the download of such material and/or data.
- H.** Customer must take appropriate security precautions for any device or system connected to the service. Customer must secure any wireless network devices (i.e. routers) connected to the service. Unsecure wireless networks are subject to service termination as they are operating as a pseudo ISP. Customer will not transmit viruses, worms, Trojan horses, denial of service attacks or any other harmful software or code, bomb, key or bot. Customer must use standard practices to prevent harmful transmissions and to protect their computer system(s) and connected devices. WRT will take appropriate action for repeat harmful transmissions, up to including termination of services.
- I.** The customer agrees to indemnify and hold harmless WRT, its subsidiaries, affiliates, officers and employees, for any loss, liability, claim, damage, and expenses (including reasonable attorneys' fees) arising from or in connection with WRT's technical service, internet service, the contents of the customer's personal home page, use of the member's e-mail account or any other internet service provided by WRT.

WEST RIVER TELECOMMUNICATIONS COOPERATIVE

BOARD POLICY: 511

PAGE 5

- J.** WRT makes no warranty that the service will meet customer requirements, or that the service will be uninterrupted, timely, secure, or error free; nor does WRT make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained through the service or that defects in the software will be corrected. WRT will not be responsible for any losses due to interruptions to the internet service. This service is provided on an “as is” and “as available” basis.
- K.** All usage of the service is under the discretion of WRT. WRT reserves the right to modify or discontinue a customer’s internet with or without notice to customer. WRT shall not be liable to the customer or any third party should WRT exercise its right to modify or discontinue internet service. WRT management will review all alleged violations of the policy on a case by case basis. Clear violations of policy which are not promptly remedied by the relevant customer may result in action including, but not limited to immediate termination of service and forfeit of all fees paid to date. A failure by WRT to enforce any provision in this policy shall not be construed as a waiver of any right to do so at a later date.
- L.** This policy may be supplemented with additional terms from time to time. Those additional terms may be found on WRT’s website.

DATE: 12/14/18