

## **Danville Mutual Telephone/Danvilletelco.net ACCEPTABLE USE POLICY**

**Danvilletelco.net reserves the right to restrict or terminate service without refund in the event of a violation of the Acceptable Use Policy. Danvilletelco.net also reserves the right to take action on abuse, which is not specifically named in this Acceptable Use Policy, at the sole discretion of Danvilletelco.net. Use of the Danvilletelco.net network and systems constitutes understanding and agreement of this policy.**

The Acceptable Use Policy of Danvilletelco.net has been formulated with the following goals in mind:

1. Ensure security, reliability, and privacy of Danvilletelco.net's systems and network, and the networks and systems of others.
2. Avoid situations that may cause Danvilletelco.net to incur civil liability.
3. Maintain the image and reputation of Danvilletelco.net as a responsible provider.
4. Preserve the value of Internet resources as a conduit for free expression.
5. Encourage the responsible use of network resources and discourage practices, which degrade the usability of the network and thus the value of Internet services.
6. Preserve the privacy and security of individual users.

The Acceptable Use Policy below defines the actions that Danvilletelco.net considers to be abusive, and thus, strictly prohibited. The examples named in this list are non-exclusive and are provided solely for guidance to Danvilletelco.net customers. If you are unsure whether any contemplated use or action is permitted, please send an e-mail to [office@danvilletelco.net](mailto:office@danvilletelco.net) and we will assist you.

Please note that the actions listed below are also not permitted from other Internet Service Providers on behalf of, or to advertise, any service hosted by Danvilletelco.net, or connected via the Danvilletelco.net network. Furthermore, such services may not be advertised via deceptive marketing policies, as defined by the Federal Trade Commission Deception Policy Statement.

In certain geographic service areas where we receive certain types of federal high-cost universal service support, we may be required by the FCC to measure and collect information concerning the speed and latency of broadband services provided to randomly-selected subscribers. Pursuant to applicable FCC guidelines, any required testing would be accomplished by using one of three options: (1) existing Measuring Broadband America testing infrastructure (MBA testing), (2) existing network management systems and tools (off-the-shelf testing), or (3) provider-developed self-testing configurations (self-testing). The FCC has adopted requirements regarding when tests would begin, when exactly we may perform the tests, and the number of active subscriber locations we would be required to test. Once testing begins, test results must be reported and certified to the Universal Service Administrative Company (USAC) and Iowa Utilities Board (IUB) on an annual basis. However, no personally identifiable information is included in the test results reported to the USAC or IUB. If you are randomly-selected for testing, the FCC-required performance testing is in addition to the automatic testing we may do to measure or monitor performance and improve our service levels generally.

### **Responsibility**

1. The customer who registers the account is solely responsible for all access and actions taken with regard to the account. It is the account owner's responsibility to safeguard their personal network and to ensure that Danvilletelco.net's Acceptable Use Policies are honored. Danvilletelco.net will hold the account owner responsible for any violations of the Acceptable Use Policy.

2. Sites connected via wired or wireless to the Danvilletelco.net backbone are expected to adhere to the Danvilletelco.net Acceptable Use Policy. The individual who signed the contract is responsible for educating site users on Acceptable Use Policies. Violations by directly attached sites will be referred to the contract signer for resolution. The contract signer will be held responsible for any violations of the Acceptable Use Policy.

3. Danvilletelco.net enforces these policies with respect to Danvilletelco.net customers only. We are not responsible for abusive actions that originate from other sites or networks on the Internet.

4. Customers are prohibited from transmitting on or through any of Danvilletelco.net's services, any material that is, in Danvilletelco.net's sole discretion, unlawful, obscene, threatening, abusive, libelous, or hateful, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law.

5. Danvilletelco.net services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret, or any other statute. Danvilletelco.net reserves the right to remove such illegal material from its servers.

6. The customer is responsible for keeping his billing data with Danvilletelco.net up-to-date and accurate. Furnishing false data on the signup form, contract, or online application is grounds for immediate termination and may subject the offender to civil or criminal liability.

7. The resale, distribution, or transfer of Danvilletelco.net products and services is not permitted, unless specifically permitted and documented in a written agreement.

8. Customers may not engage in activities that violate local, state, or federal statutes.

9. Any email messages or contacts stored on Danville Mutual Telephone email servers are the responsibility of the end user and not Danville Mutual Telephone.

### **System and Network Security**

1. Customers may not attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account that the customer is not expressly authorized to access, or probing the security of other networks (including any type of network penetration utility).

2. Customers may not attempt to interfere with service to any user, host, or network. This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

3. Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's service, via any means, locally or remote.

4. Users who violate systems or network security may incur criminal or civil liability. Danvilletelco.net will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

5. Customers may not engage in activities that violate local, state, or federal statutes.

### **Email**

1. Harassment, whether through language, frequency, or size of messages, is prohibited.
2. Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the customer must not send that person any further email.
3. Customers are explicitly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it.
4. Customers may not participate in pyramid schemes or chain letters.
5. Malicious email, including, but not limited to, "mail bombing" (flooding a user or site with very large or numerous pieces of email), is prohibited.
6. Forging of header information is not permitted.
7. These rules apply to other types of Internet-based distribution mediums as well.
8. Customers may not engage in activities that violate local, state, or federal statutes.
9. Customers will maintain the standard allowed mailbox size of 5 GB.

### **Web Pages**

1. Danvilletelco.net may provide domain name service for web page customers. Keeping registry information updated and accurate is the responsibility of the domain holder and not Danvilletelco.net.
2. Customers shall not falsify or omit valid domain contact information, including administrative, technical, zone, and billing contacts.
3. Customers shall not distribute pornographic or otherwise indecent or offending material.
4. Customers shall not distribute restricted software or materials in violation of copyrights or distribution licenses.
5. Customers shall not distribute materials that violate local, state, or federal statutes.

The Acceptable Use Policy may be revised from time to time. Questions about this policy should be sent via e-mail to [office@danvilletelco.net](mailto:office@danvilletelco.net). Reports of activity in violation of this policy may be sent in e-mail to [office@danvilletelco.net](mailto:office@danvilletelco.net).

**IMPORTANT: By signing The SERVICE AGREEMENT AND/OR ACTIVATING OR USING SERVICE, you agree to comply with all of the APPLICABLE terms, conditions and provisions contained IN THE SERVICE APPLICATION, SERVICE AGREEMENT AND ANY APPLICABLE SERVICE TARIFFS, this ACCEPTABLE USE POLICY, THE TERMS AND CONDITIONS OF SERVICE, AND YOUR SELECTED SERVICE PLAN OR SERVICE PACKAGE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF SERVICE, PLEASE NOTIFY US PRIOR TO INSTALLATION AND WE WILL CANCEL YOUR SERVICE.**