



Broadband Internet Service – Acceptable Use Policy

Customer Acceptable Use Policy

The use of Broadband Internet Services by Project Mutual Telephone Cooperative Association, Inc. (PMT) customers constitutes acceptance of the provisions set forth in this “Acceptable Use Policy” (hereafter referred to as AUP).

Network Management, Data Rates, and Bandwidth Usage:

PMT exercises reasonable network management practices to assure high quality, consistent, reliable Broadband Internet service.

Advertised connection speeds reflect the maximum data transfer rate availability within PMT’s network. PMT guarantees a best-effort level of service, since many external factors affect speeds, actual connection speeds may fluctuate.

Rates charged for customer-selected Broadband Internet service are established based on typical use by average residential and small business users. Should any customer’s usage, in PMT’s sole judgment, result in excessive or sustained bandwidth consumption, PMT reserves the right to adjust, suspend or terminate a customer’s Broadband Internet service. PMT will notify affected customers prior to taking any action under this provision.

Unacceptable Use:

Using PMT’s Broadband Internet service connection (“service”) to engage in any of the following activities is considered a direct violation of this AUP and may result in action(s) taken against the account holder:

- Using the service to generate unsolicited email (i.e., spam or unwanted bulk email).
- Using the service, intentionally or unintentionally, to generate traffic that is regarded as harmful or invasive, in PMT’s sole discretion, to its Network.
- Using the service in a manner that violates any applicable law or regulation, including, but not limited to: the transmission, distribution, or storage of any material that is copyrighted or trademarked, trade secrets or other intellectual property right used without the proper authorization, and material that is deemed obscene by local, state, or federal law or rules.
- Using the service to harass or intimidate or threaten individuals, or groups of individuals, which includes, but is not limited to, the transmission or distribution of material that is deemed obscene, defamatory, or that constitutes an illegal threat.
- Using the service to make fraudulent offers.
- Adding, removing or modifying identifying network header information in an effort to deceive or defraud.

- Using the service to access or attempt to access the accounts of others, to penetrate or attempt to penetrate security measures of PMT's Network or any other entity's computer software or hardware (whether or not the attempt was successful).

Unlawful use:

Broadband Internet services purchased from PMT may be used for lawful purposes only. Certain laws, such as the Digital Millennium Copyright Act, the Children's Online Privacy Protection Act of 1998, and similar statutes, place special obligations on internet service providers. When presented with a lawful order or warrant for surveillance, PMT is obligated to assist federal, state or local law enforcement agencies and may include activities such as monitoring the traffic of some or all of its customers (on an active, real time basis), providing account information such as billing records, use history, etc.

IMPORTANT: Customers are reminded that obtaining and distributing some types of files may result in a customer's criminal or civil liability.

PMT is not obligated to monitor data that flows over its network, nor does it engage in such activity, other than to monitor bandwidth usage for the optimal operation of its Network. However, PMT is obligated to monitor the service electronically and to disclose any information as necessary to comply with any lawful governmental or law enforcement request. PMT does not monitor or disclose any private electronic-mail message unless required to do so by a validly issued court order or warrant. PMT reserves the right to contact authorities regarding publicly accessible material brought to its attention if, in its sole discretion, the material appears to be of questionable legality.

IP Addresses:

All Internet Protocol (IP) Addresses are owned and managed by PMT and are non-transferable; Customers have no ownership or transfer rights to assigned IP Addresses. All IP Addresses are assigned by PMT IT Engineering through a static or dynamic basis, and may be associated to a specific customer assigned VLAN. No customer shall be entitled to more than (1) dynamically assigned IP address through their gateway device. Customer use of non-assigned IP addresses or IP addresses not originally allocated is a violation of this AUP, and subject to enforcement action detailed below.

Enforcement:

Engaging in any of the above unacceptable or unlawful uses will result in PMT taking immediate action. At PMT's sole discretion and determination, based on the severity and frequency of the offense(s), it may: (1) notify the account holder of the alleged use and request that said activity cease immediately or (2) temporarily suspend or permanently disconnect the service entirely or restrict the service, with or without notice to the Customer. If PMT disconnects the service, it will be restored once PMT is satisfied that any problem has been resolved. Customer shall be responsible for any re-connection fees and past due fees in conjunction with said re-connection.

PMT's failure to insist upon or enforce strict performance of any provision of this AUP shall not be construed as a waiver of any provision or right to enforce this AUP. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this AUP.

Offensive Content:

Customers purchasing PMT Broadband Internet services understand that the internet contains unedited materials including sexually explicit content and other data which may be regarded as offensive in nature. PMT is not responsible or liable for any access to or receipt of such materials by the customer or anyone (including minor children) using the customer's service. PMT strongly urges parental oversight of

the use of this service by all minor children. PMT also recommends the use of content filtering controls and software.

Hardware or System Damages:

Data transmitted over the internet may include files that could potentially cause damage to customer equipment and/or data. Customers are solely and entirely responsible for obtaining, installing and maintaining any and all hardware and/or software necessary or sufficient to protect against such damage. PMT shall not be liable for any such damage. PMT strongly urges the use of anti-virus, anti-spyware, and firewall software.

Redistribution:

Unless written agreement is obtained in advance, Broadband Internet service is provided to a single business or household only. If PMT discovers that the purchased service is being resold, being made available to others or redistributed outside of the household or business for which it is purchased, either intentionally or unintentionally, PMT may immediately terminate the service. Unauthorized resale of PMT Broadband Internet service shall be regarded as fraud and may result in charges being assessed to the account holder equal to the monthly rate multiplied by the number of users to which the service was redistributed. PMT reserves the right to pursue any other lawful remedies, including civil or criminal prosecution, in connection with any unauthorized internet service resale.

Liability:

Under no circumstances shall PMT, its affiliates, access providers, contractors, employees, officers and directors, be held liable for losses or damages relating to the availability, accuracy, or content of information, products, or services; for direct, indirect, incidental, special, punitive or consequential damages that result in any way from the use of its Broadband Internet service; for the inability to access the internet (or any part thereof) including, but not limited to, information, services, communication, or merchandise provided on or through the service; for direct, indirect, incidental, special, punitive or consequential damages that result in any way from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmissions; or for any failure of performance. The use of any information obtained by this service is at the user's own risk and PMT specifically denies any responsibility for the accuracy or quality of the information obtained through the use of this service.

Changes to this AUP:

PMT reserves the right to modify, change, or reformat this AUP as it deems necessary without permission or consent of its customers or network users at any time. The AUP version posted on PMT's website (www.pmt.org) shall be regarded as current and enforceable and shall supersede all previous representations, understandings, or agreements. Customers' use of services after changes to the AUP are posted constitute acceptance of any changes, modifications, or additional terms. Copies of PMT's AUP are available at PMT's business office(s) upon request.

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