

Currently Effective AUP / Terms
Mountain Telephone
Internet Services Acceptable Use Policy

1. Introduction

Mountain Telephone's Acceptable Use Policy ("AUP") is intended to help enhance the quality of the Internet by preventing unacceptable use. Furthermore, the AUP is designed to help protect Mountain Telephone, Mountain Telephone's customers and the Internet community in general from irresponsible or, in some cases, illegal activities. By using the Internet Services and/or Resources owned by Mountain Telephone, which includes Dial-Up, DSL, Website Hosting and other related services, you agree to abide by this AUP.

Mountain Telephone reserves the sole discretion to deny or restrict your Service, or immediately suspend or terminate your Service if you or anyone using the Services, in our sole discretion, violates the Agreement, other Mountain Telephone policies, or engages in any of the activities prohibited by this AUP, or if such use is objectionable, unlawful, or interferes with the functioning or use of the Internet or the Mountain Telephone network by Mountain Telephone or other users. Refer to Section 5 for more information. The failure of Mountain Telephone to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time.

Use of any of the Internet Services offered by Mountain Telephone by any customer will constitute acknowledgment of and agreement to the terms outlined in this AUP. Mountain Telephone reserves the right to modify the AUP at any time, effective upon posting at <http://www.mountaintelephone.com/Sub/AUP.html>.

For the purpose of this AUP, the Customer shall sometimes be referred to as [User(s)].

2. Privacy

1. We will not release any of your personal identifying information to other people or agencies unless we receive an authorization from you, except under subpoena or by order of a court of competent jurisdiction. In addition, Mountain Telephone will cooperate with legal authorities in the investigation of suspected criminal or civil violations. Such cooperation may, but is not limited to, monitoring our network consistent with applicable law. In addition, Mountain Telephone is required by law to report any facts or circumstances reported to us or that we discover from which it appears that there may be a violation of child pornography laws. We reserve the right to report any such information, including the identity of users, account information, images and other facts to law enforcement representatives.
2. Mountain Telephone 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 Mountain Telephone's servers and network. During an investigation, Mountain Telephone may suspend the account or accounts involved and/or remove or block material that potentially violates this AUP. You expressly authorize and consent to Mountain Telephone cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP.
3. Mountain Telephone will not sell or disclose customer's contact information or customer lists to any third party, unless required by law, specifically authorized by customer, or as otherwise described in this AUP.
4. Although you may want to use an alias or a fictitious username for your Mountain Telephone account, your full legal or entity identity (company) must be disclosed when you sign up with Mountain Telephone and updated as necessary Mountain Telephone will issue aliases based upon availability. You will surrender your alias if you change it or if your account is terminated

for any reason. You recognize that you have no ownership or property interest in the alias issued by Mountain Telephone for your use.

3. System Use Policies / Unacceptable Conduct

Without limiting the general policy in Section 1, the following activities are listed as examples of conduct that may lead to limitation, suspension or termination of your service. Mountain Telephone may, but is not required to, monitor your compliance or the compliance of other subscribers with its terms, conditions or policies. You acknowledge that Mountain Telephone shall have the right, but not the obligation, to pre-screen, refuse, move or remove any content available on the Service, including but not limited to content that violates the law or this AUP.

1. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
 - i. In accordance with the Digital Millennium Copyright Act (DMCA), an agent has been designated to receive notification of a claimed copyright infringement for Mountain Telephone. Any claims of copyright infringement should be directed to:

Copyright Infringement Contact
Mountain Telephone
PO Box 399
West Liberty, KY, 41472

Phone: (606)743-3121 ext. 167

Fax: (606)743-3635

Email: copyright@mountaintelephone.com

2. Mountain Telephone provides Unlimited DSL as well as Full Service Dial-Up for Internet Access. This should not be construed to mean full time or completely unregulated access. There are a great many users sharing Mountain Telephone network facilities, and we are committed to providing good, consistent service to all customers. For this reason, the customer should observe the following guidelines in the usage of your Mountain Telephone account:

- i. Do not maintain a connection to your Dial-Up account when you are not actively using the Internet, and be sure to log out of the system when you are ready to end an Internet session.
- ii. Multiple, simultaneous logins of the same account are prohibited. A Dial-Up service connection may be used from different computers that are owned by the customer, but only one connection at a time.
- iii. Our network is configured to terminate your Dial-Up session after eight (8) hours. We do not mind if you log back in if you are disconnected, but unless you are paying for a dedicated / DSL connection, you should not expect to be able to stay logged on indefinitely.
- iv. You are responsible for ensuring that Mountain Telephone Dial-Up access is a local call from your location. Mountain Telephone is not responsible for any local or long distance call charges or other phone company imposed fees and charges.
- v. Customer has no ownership of static IP numbers that may have been assigned to the customer by Mountain Telephone. Mountain Telephone reserves the right at any time to remove these static IP assignments with advance notice to the customer from Mountain Telephone. If deemed necessary, Mountain Telephone also reserves the right to reassign static IP allocation at its sole discretion.

- vi. The services you purchase from Mountain Telephone are not transferable. The reselling of all Internet Access Services is strictly prohibited unless expressed permission is received in writing from Mountain Telephone. Internet Access Services are not to be shared with a second entity, extended, redistributed or retransmitted via wired or wireless networks outside the primary location without expressed permission in writing from Mountain Telephone.
 - vii. Mountain Telephone knows that a customer's use of available bandwidth may "peak" for short periods of time when viewing streaming video, uploading/downloading a large file or sending large e-mails, and Mountain Telephone will attempt to avoid limiting bandwidth availability in those instances. However, when a customer's peak use impacts the performance of other customers' services, Mountain Telephone reserves the right to take steps to maintain the integrity and performance characteristics of its network, which may include steps to limit your bandwidth. Mountain Telephone will use a network utilization, monitoring and reporting system to identify and confirm excessive use, Mountain Telephone's network management practices are designed to function neutrally, permitting (1) access to lawful content of the subscriber's choice, (2) running applications and accessing services of the subscriber's choice (subject to the needs of law enforcement), and (3) connection to the subscriber's choice of legal devices that do not harm the network. Mountain Telephone will make a good faith and reasonable effort to contact a customer Mountain Telephone believes is making excessive use of its Internet Services, currently defined as exceeding 100 Gbytes per month, prior to limiting bandwidth, and to discuss ways the customer may avoid such limitation. However, customers whom Mountain Telephone determines to be making excessive use of Mountain Telephone Internet Services may have service limited, metered, suspended or, if necessary, terminated.
3. Sending uninvited communications, data or information, including, without limitation, "flaming," or Unsolicited Bulk Email ("UBE", "spam") through Mountain Telephone servers is prohibited. Likewise, the sending of UBE from

another service provider advertizing a web site, email address or utilizing any resource hosted on Mountain Telephone servers, is prohibited. Mountain Telephone accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this AUP or that of the other provider.

4. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by Mountain Telephone customers must be Closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to/from any Mountain Telephone hosted domain, or referencing any Mountain Telephone account, is prohibited.

5. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, or denial of service attacks.

6. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org.

7. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking") are prohibited.

8. Intercepting, interfering with or redirecting email or other transmissions sent by or to others is prohibited.

9. Introducing viruses, worms, harmful code or Trojan horses is prohibited.

10. Defamatory conduct is prohibited.

11. Obtaining or attempting to obtain any of the Internet Services by any means or device with intent to avoid payment is prohibited.

12. Unauthorized access, alteration, destruction, or any attempt thereof, of any information or the accounts of any other person or entity by any means or device is prohibited.

13. Engaging in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the Mountain Telephone network or on another provider's network is prohibited.

14. Using Mountain Telephone Internet Services to interfere with the use of the Mountain Telephone network by other customers or authorized users is prohibited.

15. Content posted to Mountain Telephone Personal Web Pages will be removed if that content violates copyrights, libels others, or contains code which could harm systems which visit the site.

16. 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 Mountain Telephone network, are strictly forbidden in any Mountain Telephone Web service to which you subscribe -- personal or commercial.

17. You may not use Mountain Telephone Internet Services to gain, or attempt to gain unlawful access to other computer or other computer systems.

18. Mountain Telephone reserves the right to remove from public view any material or content brought to its attention which violates this AUP.

19. Forgery or impersonation. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is allowed.

20. Harm to minors. Using the Internet Services to harm, or attempt to harm, minors in any way is prohibited.

21. Threats. Using the Internet Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property is prohibited.

22. Harassment. Using the Internet Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another is prohibited.

23. Fraudulent activity. Using the Internet Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters" is prohibited.

24. Collection of personal data. Using the Internet Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent is prohibited.

25. Using a personal account for high volume or commercial use is prohibited.

4. Warranties / Disclaimers / Idemnification

1. Mountain Telephone makes no warranties of any kind, whether expressed or implied, including without limitation any implied warranty of merchantability or fitness of this service for a particular purpose.

2. User(s) agrees that the use of all Internet Services provided to each User(s) by Mountain Telephone is at User's own risk.

3. The fact that a customer uses a password does not guarantee that any communication or use of Mountain Telephone Internet services is truly secure. Confidential information will be kept as secure as possible; however, the customer has no enforceable right to total privacy and/or security from a data packet standpoint.

4. Mountain Telephone can not guarantee continuous service, service at any particular time, the speed of service, or integrity of data stored or transmitted via its system or via the Internet. Mountain Telephone 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 the Internet, or inability to transmit or receive information, caused by, or resulting from delays, non-deliveries, or service interruptions.

5. Mountain Telephone 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.

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

7. User(s) will indemnify and hold harmless Mountain Telephone, its affiliates, subsidiaries, officers, shareholders, agents, employees, free and harmless from any and all claims, damages, costs, expenses of any kind, judgments,

causes of action, attorney fees, litigation and court costs, resulting from the customer's use of Mountain Telephone Internet Services in any manner, whether directly or indirectly or by any act of omission or commission. Your indemnification will survive any termination of the User Account / Service.

5. Account Termination Cancellation / Suspension

1. Your violation of this AUP may result in the suspension or termination of either your access to the Internet Services and/or your Mountain Telephone Internet account. Mountain Telephone prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. However, if the Internet Services are used in a way that Mountain Telephone, in its sole discretion, believes violates this AUP, Mountain Telephone 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 Internet Services.
2. Upon either voluntary or involuntary termination of your Internet account, Mountain Telephone is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts). Emails will not be forwarded.
3. Mountain Telephone customers have the right to cancel their accounts in accordance with any Dial-Up or DSL Term Agreement that may have been entered into by the customer with Mountain Telephone. If you wish to cancel your Mountain Telephone account, you must contact Mountain Telephone at (606) 743-3121.

4. Mountain Telephone reserves the right to suspend or cancel your account without notice, for non-payment.

6. Change Terms, Condition and Services

1. Mountain Telephone reserves the right to alter the pricing, offerings, terms and conditions of the Internet Services at any time.
2. Mountain Telephone reserves the right to modify this AUP at any time. An electronic, online copy of this AUP, which is in effect when posted to the website, is at the following Web address: <http://www.MountainTelephone.com/Sub/AUP.html> or under the "Acceptable Usage Policy" link. As the account holder, you are charged with the responsibility of checking this page for any updates, and your continued use of Mountain Telephone Internet Services constitutes your agreement to the modified/current version of the AUP.

7. User Responsibility

1. 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 Mountain Telephone Internet Services, and (2) the communications means by which you connect your terminal, personal computers or other devices to Mountain Telephone Internet Access or to any Internet Services provided by Mountain Telephone.

2. As an authorized user, you are responsible for the security of your passwords and accounts.

3. You are responsible for assuring that the content of your web or similar directory or directories do not violate any law.

4. Mountain Telephone is not responsible for backing up any User(s) data; including personal web page content and emails. Data backup of personal data is the sole responsibility of the customer.

5. Customers are responsible for maintaining the basic security of their systems, including implementation of necessary patches and operating systems updates, to prevent use by others in a manner that violates this AUP.

6. As a Mountain Telephone customer, you are solely responsible for monitoring the usage of your Mountain Telephone Internet account(s), including use by your children.

7. Users that access the Internet through Mountain Telephone must comply with Mountain Telephone's AUP as well as the AUP's of the Network Service Providers whose networks they access.

8. In addition to this AUP, the provisions of all applicable laws apply to your use of Mountain Telephone facilities.

Modified Last: March 20, 2009