



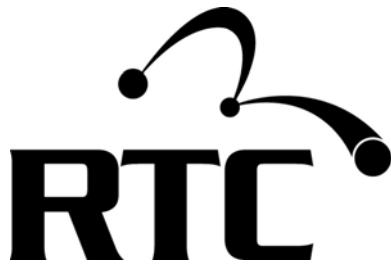
## Acceptable Use Policy

Reservation Telephone Cooperative (“RTC”) has formulated this Acceptable use Policy (“AUP”) in order to encourage the responsible use of RTC’s networks, systems, services, web sites and products (collectively, the “RTC Network and Services”) by our customers and other users of the RTC Network and Services (collectively, “Users”), and to enable us to provide Users with secure, reliable and productive services. By using the RTC Network and Services, Users consent to be bound by the terms of this AUP. RTC reserves the right to modify this AUP in its discretion at any time. Such modifications will be effective when posted to RTC’s website. Any use of the RTC Network and Services after such modification shall constitute acceptance of such modification.

**General AUP.** The provisions of this AUP are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms and ethics of the internet community or the community at large, whether or not expressly mentioned in this AUP, is prohibited. RTC reserves the right at all times to prohibit activities that damage RTC’s commercial reputation and goodwill or affect the quality of RTC Network and Services or RTC’s ability to provide service. RTC reserves the right to terminate any account or service without cause or prior notice.

**Suspension; Termination.** Any User which RTC determines to have violated any element of this AUP may be subject to a suspension or termination of service. RTC will suspend service for violation of the AUP on the most limited basis as RTC determines is reasonably practical under the circumstances to address the underlying violation. RTC will attempt to notify User prior to suspending service for violation of the AUP (which may be via email or any other notification); provided, however, RTC may suspend service without notice if RTC becomes aware of a violation of any applicable law or regulation or activity, including but not limited to the violation of the AUP, that exposes RTC to criminal or civil liability or that exposes the network or RTC customers’ network or property to harm. Such harm to a network may include, but is not limited to, risk of having an IP address placed on blacklists. RTC may take such further action as RTC determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and RTC shall not be liable for any damages of any nature suffered by any User, or any third party resulting in whole or in part from RTC’s exercise of its rights under this AUP.

User agrees to indemnify, defend and hold harmless RTC and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this AUP. User’s indemnification will survive any termination of the Subscriber Agreement.



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**Limitation of Responsibility.** Through RTC Network and Services User will use networks or access information and other services that RTC does not own or control. RTC is not responsible in any manner for the content or accuracy of information or services from sources that RTC does not control. RTC reserves the right to remove or restrict access to any material that RTC believes is illegal, that may subject RTC to liability, or that violates this AUP or any other RTC policy. If User has any questions regarding this AUP, User may contact RTC at [rtc@restel.com](mailto:rtc@restel.com).

### Content

- A. RTC Network and Services is for Users use only and may not be resold or shared with others. User may utilize only one modem per account at any one time. If a User is found using more than one modem simultaneously:
  - 1. First offense – User will be sent an email.
  - 2. Second offense – User will be billed for another Internet account.
- B. If User is found sharing or reselling RTC Network and Services by any means including, but not limited to wireless access:
  - 1. First offense – User will be sent an email requesting they correct the matter immediately. If the matter is not corrected immediately User's services will be shut off until the matter is resolved or terminated.
  - 2. Second offense – User's services will be terminated permanently.
- C. Unlimited access is to be used as active time on the Internet. User is not to log onto the Internet and leave their computer unattended. If RTC has reason to believe a User is logging onto the Internet and leaving the computer unattended RTC has the option of putting a cut-off time on a User account. The User will then have to log back on, to continue using the Internet.

### Prohibited Conduct.

- A. **In General.** The RTC Network and Services must be used in a manner that is consistent with the intended purpose of the RTC Network and Services and may be used only for lawful purposes. Users shall not use the RTC Network and Services in order to transmit, distribute or store material: (a) in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect the RTC Network and Services or other RTC



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customers; or (c) that may expose RTC to criminal or civil liability. Users are prohibited from facilitating the violation of any part of this AUP or another provider's AUP, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this AUP or another provider's AUP.

- B. Inappropriate Content.** Users shall not use the RTC Network and Services to transmit, distribute or store material that is inappropriate, as reasonably determined by RTC, or material that is obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, excessively violent or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful.
- C. Intellectual Property.** Material accessible through the RTC Network and Services may be subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the RTC Network and Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If you use a domain name in connection with any of the RTC Network and Services, you must not use that domain name in violation of the trademark, service mark, or other rights of any third party.
- D. Harmful Content/Use.** Users shall not use the RTC Network and Services to transmit, distribute or store material that may be harmful to or interfere with the RTC Network and Services or any third party's networks, systems, services, or web sites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses. Additionally, RTC Network and Services shall not be used to access or interfere with any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; 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 User, logging into or making use of a server or account User is not expressly authorized to access, or probing the security of other hosts, networks, or accounts.
- E. Fraudulent/Misleading Content.** Users shall not use the RTC Network and Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition,



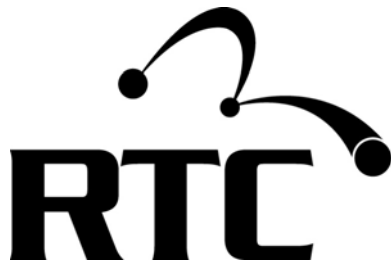
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Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

- F. Email and Unsolicited Messages.** Users of RTC Network and Services may not: (a) send a harassing or unwanted solicitation by email; (b) send the same (or substantially similar) unsolicited email message to an excessive number of recipients ("Spamming"); (c) send multiple unwanted email messages to the same address, or send any email that provokes a complaint to RTC from the recipient; (d) continue to send email to a specific address after the recipient or RTC has requested user to stop such transmissions; (e) falsify User's email address, or any other identification information, while using RTC Network and Services; (f) use email to originate chain emails or originate or forward pyramid-type schemes; (g) use a mail server to relay or intercept email without the express permission of the owner, or operate a mail server to relay or intercept email; or (h) place User's website address, which User has hosted through RTC, on unsolicited commercial messages. RTC reserves the right to cancel email messages and/or restrict the size of email distribution lists. Newsgroup spamming also places an unnecessary burden on system resources. Cross-posting the same (or substantially similar) article to multiple Newsgroups is considered Spamming and is prohibited. RTC reserves the right to restrict access to any Newsgroup's policies. User may not use IRC bots, or violate any policy of an IRC server, when using RTC Network and Services, including use of IRC-based telephony and videoconferencing. It is User's responsibility to determine the acceptable use policies for any IRC server to which User connects.

**Third Party Rules.** Users may have access through the RTC Network and Services to search engines, subscription Web services, chat areas, bulletin boards, web pages, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

**Inappropriate Actions.** Users shall not use the RTC Network and Services to conduct activities that may be harmful to or interfere with the RTC Network and Services or any third party's networks, systems, services, or Websites, including, but not limited to, flooding, mail bombing, or denial of service attacks. Users are prohibited from violating or attempting to violate the security of the RTC Network and Services or the computers, accounts, or networks of another party. Users are also prohibited from any activity considered a precursor to attempted security violations, including, but not limited to, any form of scanning, probing, or other testing or information gathering activity. Inappropriate activity may result in civil or criminal liability. RTC will investigate such



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activity, and may involve and cooperate with law enforcement authorities in prosecuting Users involved in such activity.

**Security.** User is responsible for any misuse of RTC Network and Services. Therefore, User must take steps to ensure that others do not use User's account to gain unauthorized access to RTC Network and Services. In all cases, User is solely responsible for the security of any devices User chooses to connect to RTC Network and Services, including any data stored or shared on that device. It is User's responsibility to implement and maintain security procedures for User's network or systems. RTC is not responsible for any loss or damage caused by hacking, attacks and other related activities.

**Responsibility for Content.** RTC takes no responsibility for any material created or accessible on or through the RTC Network and Services. RTC is not obligated to monitor such material, but reserves the right to do so. RTC will not exercise any editorial control over such material. In the event that RTC becomes aware that any such material may violate this AUP and/or expose RTC to civil or criminal liability, RTC reserves the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material. RTC further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that RTC deems responsible for the wrongdoing.

**Enforcement of Policy.** The failure of RTC to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at anytime. User agrees 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.

**Reporting Violations.** Violations of this AUP may be reported to RTC at: [rtc@restel.com](mailto:rtc@restel.com).