

Acceptable Use Policy (AUP)

The Client is solely responsible for the use of Vernon Communications Cooperative (VC Co-op) Broadband Services (Services) by any of its family members, friends, employees, officers, directors, agents and any other end-user of the Services (collectively, the “Users”). The Client agrees to comply, and to ensure that all other Users comply with the following policy and procedures associated with the use of the Services. (the Client and/or Users are sometimes hereinafter referred to as “you”).

Rules

While using the Service, you may not:

- Post, transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Services in a manner which is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Services or the Internet;
- Post or transmit messages constituting “SPAM”, which includes but is not limited to unsolicited e-mail messages, inappropriate postings to newsgroups, false commercial messages, mail bombing or any other abuse of e-mail or newsgroup servers;
- Post or transmit any information or software which contains a virus, “cancelbot”, “trojan horse”, “worm” or any other harmful or disruptive component;
- Upload or download, post, publish, retrieve, transmit, or otherwise reproduce, distribute or provide access to information, software or other material which: is confidential or protected by copyright or other intellectual property rights, without prior authorization from the rights’ holders; is defamatory, obscene, child pornography or hate literature; or constitutes invasion of privacy, appropriation of personality, or unauthorized linking or framing. Engage in account sharing, including, without limitation, permitting third parties to use your Service account and password; or Use the Service for simultaneous sessions using the same User ID and Password.

1. Your Equipment

It is your responsibility to ensure that your computer and networking systems meet the minimum requirements stated by VC Co-op as being necessary to use the Services. From time to time, the computer and networking equipment required to access and use the

Services may change. Accordingly, your computer and networking equipment may cease to be adequate to access and use the Services.

- 2. You Can Best Control the Risk and Therefore Are responsible.**
- 3.** VC Co-op will not assume any responsibility for your acts or omissions, or of any individual who uses your account. An individual with Internet access can cause damage, incur expenses and enter into contractual obligations while on the Internet. All such matters are your responsibility. As between VC Co-op and you, you are better able to put in place physical and procedural impediments to the inappropriate use of, and to, supervise your account. Account and password protection will be your responsibility. Any detriment that is caused to the network as a result of a failure to properly secure your computer and/or networking systems may result in the termination of the Service.
- 4. Monitoring** – VC Co-op has no obligation to monitor the Services. However, in order to protect itself and its subscribers, or as necessary to operate the Services, VC Co-op will be entitled to electronically monitor the Services from time to time and disclose any information concerning the End User required by the Client or that is necessary to satisfy any law, regulation or lawful request. VC Co-op will not intentionally monitor or disclose any private e-mail message unless required by law. VC Co-op reserves the right to refuse to post, or to remove any information or materials, in whole or in part, that it determines, in its sole discretion, are unacceptable, undesirable, or in violation of these policies.
- 5. Content** – You acknowledge that some content, products or services available with or through the Services (“Internet Content”) may be offensive or may not comply with applicable laws. You understand that neither VC Co-op nor any of its affiliates attempt to censor or monitor any Internet Content. You also acknowledge that neither VC Co-op nor any of its affiliates have any obligation to monitor your use of the Services and, except as provided herein, have no control over such use. The Client understands, however, that such Internet Content may be subject to “caching” at intermediate locations on the Internet when being accessed through the Services. You assume total responsibility and risk for access to, or use of, the Internet Content, and for your use of the Services and the Internet. VC Co-op and its affiliates assume no liability whatsoever for any claims or losses arising out of, or otherwise relating to, your access to, or use of Internet Content.
- 6. Privacy** – VC Co-op cannot guarantee privacy. Your messages may be the subject of unauthorized third-party interception and review. VC Co-op therefore recommends that the Services not be used for the transmission of confidential information. Any such use

shall be at your sole risk and VC Co-op, its affiliates and its agents shall be relieved from all liability in connection therewith.

- 7. E-mail & Forums** – Sending unsolicited e-mail messages, including, without limitation, commercial advertising and informational announcements is prohibited. Users will not use another site’s mail server to relay mail. Users shall not post ten (10) or more messages similar in content to Usenet or other newsgroups, forums, e-mail mailing lists or other similar groups, sites or lists, nor post articles which are off-topic according to the charter or other owned published FAQ (Frequently Asked Questions) or description of such group, site or list.
- 8. System and Network Security** – Users are prohibited from violating any system or network security measures including, but not limited to, engaging in unauthorized access or use of VC Co-op’s or a third party’s network, data or information. Users are unauthorized to monitor VC Co-op’s or third party’s data, systems or network traffic. Users are prohibited from interfering with service to any user, host or network including without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks. Users are prohibited to forge any TCP-IP packet header or any part of the header information in an e-mail or newsgroup posting.
- 9. Violation of Internet Acceptable Policy** – VC Co-op considers the above practices to constitute abuse of its Services. Therefore, VC Co-op’s Terms and Conditions of the Services prohibit these practices. Engaging in one or more of these practices may result in termination or suspension of the offender’s account and/or access to the VC Co-op Services, in accordance with the Client’s Agreement with VC Co-op. Nothing contained in this policy shall be construed to limit VC Co-op’s actions or remedies in any way with respect to any of the foregoing activities. VC Co-op reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including, without limitation, taking action to recover the costs and expenses of identifying offenders and removing them from VC Co-op’s Services, and levying cancellation charges to cover VC Co-op’s costs. In addition, VC Co-op reserves at all times all rights and remedies available to it with respect to such activities at law or in equity. Complaints regarding email, or USENET abuse, SPAM or Illegal Use or System or Network Security issues, should be sent to VC Co-op. By signing this policy and/or simply using the services, you also agree that you will abide by any changes to this policy. Please find the updated version of this policy by visiting our web site.

10. Limitation of Liability – The total liability of VC Co-op to the customer or system user, for any and all causes of actions and claims, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts, shall be limited to the amount paid for the service by the customer or system user under the Service Agreement for the one month period prior to accrual of the most recent cause of action. IN NO EVENT SHALL VC CO-OP BE LIABLE FOR SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUE, PROFITS OR OTHER BENEFIT WHETHER BY TORT, CONTRACT OR OTHERWISE.

11. Force Majeure – Neither VC Co-op or the customer or system user is liable for any failure of performance if such failure is due to any cause or causes beyond such party's reasonable control, including without limitation, acts of God, fire, explosion, vandalism, cable cut, adverse weather conditions, governmental action, labor difficulties and supplier failures. The customer's or system user's invocation of this clause shall not relieve customer or system user of its obligation to pay for any services received. In the event such failure continues for 60 days, either party may terminate the affected portion of the Services.

12. Assumption of Risk – The customer or system user recognizes that the use of the VC Co-op network, and the system equipment shall be at its own risk, and therefore, expressly assumes any risk arising from the exercise of any rights, privileges, or obligations identified herein.

13. Indemnity – The customer or system user agrees to indemnify, defend and hold harmless VC Co-op and its partners, officers, directors, employees, agents and other representatives of VC Co-op from all losses or damages arising from customer or system user's breach of this Agreement, violation of any third-party intellectual property right, all claims of any kind by customer or system user's end users, or any act or omission of customer or system user in connection with any Services provided hereunder. VC Co-op agrees to indemnify, defend and hold harmless the customer or system user from all losses or damages arising or related to the negligence or willful misconduct of VC Co-op.

14. Network Testing - In certain geographic service areas where the Company receives 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 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 State Commission on an annual basis. As it relates to randomly-selected subscribers, this required performance testing is in addition to the automatic testing we may do to measure or monitor performance and improve our service levels generally.