

Glenwood Telecommunications, Inc.

Trademark/Copyright Infringement Policy

All customers should read this document. You are responsible for the policy written here, and your account WILL BE DISABLED WITHOUT WARNING if you violate it. (Information about reporting abuse of this policy is provided below.)

Policies for considering trademark and/or copyright infringement claims made to Glenwood Telephone Membership Corporation, Glenwood Telecommunications, Inc., Glenwood Network Services, or any other Glenwood affiliated service.

I. Copyright Claims. Glenwood Telecommunications, Inc., “Glenwood” will request the Complaining Party to substantiate a copyright claim by providing Glenwood with the following information in writing to:

Service Provider: Glenwood Telecommunications, Inc., 510 West Gage Street, Blue Hill, Nebraska, 68930

Attention: Compliance Officer

Telephone Number of Designated Agent: (402) 756-3131

Facsimile Number of Designated Agent: (402) 756-3134

E-mail Address of Designated Agent: compliance@glenwoodtelco.net

To be effective, a notification of a claimed copyright infringement must be provided in writing to Glenwood's above-listed Designated Agent and must include the following information:

- A.** A physical or electronic signature of the owner of or a person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed.
- B.** Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- C.** Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Glenwood to locate the material.
- D.** Information reasonably sufficient to permit Glenwood to contact the Complaining Party, such as an address, telephone number, and, if available, an electronic mail address at which the Complaining Party may be contacted.
- E.** A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- F.** A statement that the information in the notification is accurate, and under

penalty of perjury, that the Complaining Party is the owner of or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

II. For Copyright Claims, upon receipt of appropriate written notification from the Complaining Party, pursuant to Section I above, Glenwood will remove or disable access to the material that is claimed to be infringing.

III. If the Complaining Party provides Glenwood with appropriate written notification, pursuant to Section I above, including information reasonably sufficient to permit Glenwood to locate and remove or disable the material in question or includes information concerning repeat infringement, then Glenwood will forward the Complaining Party's written notification to such alleged infringer (hereinafter "Subscriber") and shall take reasonable steps promptly to notify the Subscriber that it has removed or disabled access to the material.

IV. Counter Notification. A Subscriber may provide Counter Notification by providing a written communication to Glenwood's Designated Agent identified in Section I above that includes substantially the following:

- A.** A physical or electronic signature of the Subscriber.
- B.** Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- C.** A statement under penalty of perjury that the Subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- D.** The Subscriber's name, address, and telephone number, and a statement that the Subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the Subscriber's address is outside of the United States, for any judicial district in which Glenwood may be found, and that the Subscriber will accept service of process from the Complaining Party or an agent of such Party.

V. Upon receipt of a Counter Notification described in Section IV, Glenwood shall promptly provide the Complaining Party with a copy of the Counter Notification, and inform such Party that it will replace the removed material or cease disabling access to it in 10 business days. Glenwood will replace the removed material and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless Glenwood's Designated Agent first receives notice from the Complaining Party that such Complaining Party has filed an action seeking a court order to restrain the Subscriber from engaging in infringing activity relating to the material on Glenwood's system or network.

VI. Trademark Claims. Glenwood will request the Complaining Party to substantiate a Trademark Claim by providing Glenwood with the following in writing to Glenwood Telecommunications, Inc., 510 West Gage Street, Blue Hill, Nebraska, 68930:

- A.** Provide sufficient evidence that the party posting the trademark that is claimed to be infringing is a Glenwood Service account holder.
- B.** The trademark, service mark, trade dress, name, or other indicia of origin ("mark") that is claimed to be infringed.
- C.** The name, post office address and telephone number of the owner of the mark identified above.
- D.** The goods and/or services covered by or offered under the mark identified in B above.
- E.** The date of first use of the mark identified above.
- F.** The date of first use in interstate commerce of the mark identified above.
- G.** The mark the Complaining Party believes is an infringement of its mark.
- H.** The goods and/ or services covered by or offered under the mark claimed to be infringing.
- I.** The precise location of the mark that is claimed to be infringing, including electronic mail address, etc.
- J.** A good faith certification, signed under penalty of perjury, stating:
 - (i)** that the mark [identify mark] infringes the rights of another party,
 - (ii)** the name of such said party,
 - (iii)** the mark [identify mark] being infringed, and
 - (iv)** that use of the mark [identify mark] claimed to be infringing at issue is not defensible.

VII. Upon receipt of the appropriate information identified in Section VI above, for trademark claims, Glenwood will initiate an investigation. While Glenwood is investigating the claim, Glenwood, at its sole discretion and without any legal obligation to do so, may notify the posting party it will suspend the posting party's Glenwood Internet Service account and/or if it is solely stored on a Glenwood server temporarily remove or deny access to the challenged material.

VIII. If Glenwood concludes that the Complaining Party has raised a legitimate trademark claim; it may, at its sole discretion and without any legal obligation to do so, continue to suspend the posting party's Internet Service account and/or if it is solely stored on a Glenwood server, deny access to the challenged material. If Glenwood concludes that Complaining Party has not raised a legitimate claim, Glenwood will restore access to the challenged material.

IX. Notification to subscribers and account holders. It is Glenwood's policy to provide for the termination, in appropriate circumstances, of Glenwood's subscribers and account holders who are repeat infringers of copyrighted works, trademarks or any other intellectual property.

Revisions to this Policy

Glenwood may modify this policy at any time and changes will be posted to Glenwood's company web site (<http://www.gtmc.net/services/internet/>). Notice of any change to this policy may also be provided via electronic or regular mail.