

## **Glenwood Telecommunications, Inc.**

### **Acceptable Use Policy (AUP)**

**All customers should read this document. You are responsible for the policy written here, and your account MAY BE DISABLED**

**WITHOUT WARNING if you violate it.**

**(Information about reporting abuse of this policy is provided below.)**

### **Policy Introduction**

Unlike in the area of regulated common carrier services, certain activities of Customers and Users of Internet services, including Hosting (collectively referred to herein as "IP related Services") may expose providers of those Services, such as Glenwood Telecommunications, Inc. ("Glenwood"), to claims of civil or criminal liability or other legal sanctions. These activities may also disrupt or degrade Glenwood's IP related Services. Moreover, because of various conventions used in the industry (including blocking, filtering and blacklisting) these activities may impair Glenwood's ability to interconnect with other IP related Service providers. These activities may relate to the content stored by Customers or Users, to content of the messages transmitted by Customers or Users or to the nature of the transmissions themselves such as sending large numbers of unsolicited messages (Spam).

While Glenwood does not normally monitor the stored content or transmissions of its Customers, we must be able to respond to complaints by governmental authorities, affected parties and other Internet Service Providers. Glenwood has adopted this "Acceptable Use Policy" ("AUP") in an attempt to balance interference or risk of harm arising from its Customers' use of Glenwood's IP related Services with the interests of those who may be affected by such use. Because the rules in this area are in a state of development, this AUP may change from time to time.

### **AUP Coverage**

The AUP applies to all Customers and Users of Glenwood's IP related Services. If a Customer violates the AUP or permits its Users to do so, Glenwood may, depending on the nature and severity of the violation, suspend or terminate service, as provided below. If a User (other than a Customer) violates the AUP, Glenwood may suspend service for so long as necessary for steps to be taken which, in Glenwood's reasonable judgment, will prevent the violation from continuing or reoccurring.

### **Notice**

When feasible, Glenwood shall provide Customers with written notice and e-mail or otherwise of an AUP violation so that such violation may be corrected without impact on service. Glenwood reserves the right, however, to act immediately and without notice to suspend or terminate service in response to a court order or government notice that certain conduct must be stopped or when Glenwood reasonably determines (1) that it may GTMC Policy IT-0601 9/27/2010 be exposed to sanctions or prosecution; (2) that such violation may cause harm to or interfere with the integrity

or normal operations or security of Glenwood's network or networks with which Glenwood is interconnected or interfere with another Customer's use of Glenwood Services or the Internet; or (3) that such violation otherwise presents imminent risk of harm to Glenwood or Glenwood's Customers or their respective employees. **In other situations, Glenwood will use reasonable efforts to provide, at least 5 business days notice before suspending or terminating service.**

## **PROHIBITED ACTIONS**

Glenwood is committed to remaining in compliance with laws and regulations governing use of the Internet and e-mail transmissions, and to preserving for all of its Customers the ability to use Glenwood's network and the Internet without interference or harassment from other users.

Glenwood prohibits use of its IP related Services in any ways that are unlawful, interfere with use of Glenwood's network or the Internet, infringe intellectual property rights, result in the use of Glenwood's Services for the publication of threatening or offensive material, constitute Spam/E-mail/Usenet abuse, or present security or privacy risks.

### **Unlawful Activities**

Glenwood IP related Services shall not be used in connection with any criminal or civil violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

### **Interference**

Glenwood IP related Services shall not be used in a manner that interferes with any communications network or the usage or enjoyment of services received by others.

### **Intellectual Property**

Glenwood IP related Service shall not be used to transmit, re-transmit, or store any content or to engage in any activity that infringes the intellectual property rights or privacy rights of Glenwood or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right, now known or later recognized by statute, judicial decision or regulation. While Glenwood reserves the right to restrict any actions alleged to violate the intellectual property rights of another party, it is not Glenwood's policy to decide whether claimed infringements are valid or not. Thus, while Customers consent to Glenwood's right to suspend service if Customer is alleged to be violating another's rights, Glenwood may also permit the continuing activity of its Customer despite allegations of an infringement where Customer in writing (1) fully assumes responsibility for its activity and (2) agrees to fully indemnify Glenwood for all damages, claims, expenses and attorney's fees as a result of the alleged infringement. Should Glenwood choose to permit the continued activity of its Customer at Customer's request, Glenwood may require a bond securing it for the full amount of potential indemnification, which amount shall be determined in Glenwood's reasonable judgment.

## **Offensive or Threatening Material or Content**

Glenwood IP related Services shall not be used to host, post, transmit, or re-transmit any content or material that is threatening, harassing, obscene, indecent, pornographic, hateful, malicious, racist, defamatory, libelous, treasonous, excessively violent or promotes the use of violence, or provides instruction, information or assistance in causing or carrying out violence against any government, organization, group or individual, or provides guidance, information or assistance with respect to causing damage or security breaches to Glenwood's network or to the network of any other IP related Service provider.

## **Spam/E-mail/Usenet Abuse**

Spam/E-mail/Usenet Abuse is prohibited on Glenwood IP related Services. Examples of Spam/E-mail/Usenet Abuse include but are not limited to the following activities;

- a. Using another site's mail server to relay mail without the express permission of the site.
- b. Using IP addresses that the Customer does not have a right to use.
- c. Collecting the responses from unsolicited electronic messages.
- d. Maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages.
- e. Sending electronic messages with petitions for signatures, or any chain mail related materials.
- f. Sending unsolicited electronic messages with charity requests.
- g. Sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the Glenwood IP related Services or the Internet (e.g., through language, frequency, size or otherwise).
- h. Sending bulk (i.e., twenty-five or more recipients) electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender.
- i. Sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header.
- j. Distributing or using software designed to promote the sending of unsolicited bulk electronic messages.
- k. Using distribution lists containing addresses that include those who have opted out l. Posting a single message, or messages similar in content, that could reasonably be expected to provoke complaints, to more than 10 online forums or newsgroups.
- m. Posting messages to or canceling or superseding messages on an online forum or newsgroup in a manner that violates the rules of the forum or newsgroup or that contain forged header information.
- n. Sending bulk electronic messages in quantities that exceed standard industry norms or that create the potential for disruption of the Glenwood network or of the networks with which Glenwood interconnects.

## **Security Violations**

Glenwood Services may not be used to interfere with, to gain unauthorized access to or otherwise violate the security of Glenwood's or another's server, network, personal computer, GTMC Policy IT-0601 9/27/2010

network access or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of Security Violations include but are not limited to;

- a. Intercepting, interfering with or redirecting e-mail intended for third parties, or any form of network monitoring, scanning or probing, or other action for the unauthorized interception of data or harvesting of e-mail addresses.
- b. Attempting to attack, breach, circumvent or test the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data (except in the case of authorized legitimate network security operations).
- c. Using any program, file, script, command or the transmission of any message or content of any kind, designed to interfere with a terminal session or the access or use of the Internet or any other means of communication.
- d. Distributing or using tools designed to compromise security, including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations).
- e. Falsifying packet header, sender, or User information whether in whole or in part to mask the identity of the sender, originator or point of origin.
- f. Distributing viruses, worms, trojan horses or other harmful software.

## **CUSTOMER RESPONSIBILITIES**

Customers remain solely and fully responsible for their Content. 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. Examples of failure to provide basic security include but are not limited to improperly securing a mail server so that it may be used by others to distribute Spam and improperly securing an FTP server so that it may be used by others to illegally distribute copyrighted material. Customers are responsible for taking corrective actions on vulnerable or exploited systems to prevent abuse.

## **INCIDENT REPORTING**

Any complaints (other than claims of copyright or trademark infringement) regarding the violation of this AUP by a Glenwood Customer or User should be directed to [compliance@glenwoodtelco.net](mailto:compliance@glenwoodtelco.net). Where possible, include details that would assist Glenwood in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

All copyright and trademark infringement claims should be made in accordance with the process detailed in Glenwood's policy on copyright and/or trademark infringement and directed to the designated agent listed below:

Glenwood Telecommunications, Inc.  
Attention: Compliance Officer  
Address: 510 West Gage, Blue Hill, Nebraska, 68930  
Telephone Number: (402) 756-3131  
Facsimile Number: (402) 756-3134  
E-mail Address: [compliance@glenwoodtelco.net](mailto:compliance@glenwoodtelco.net)

## **REVISIONS TO THIS AUP**

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