



## Internet Acceptable Use Policy

Hiawatha Broadband Communications ("HBC") provides Internet access, e-mail, hosting and other web site related services to its customers. To protect the interests of all its customers and to ensure optimal service levels at all times, HBC has developed the following Acceptable Use Policy ("AUP") for customers as a guide to their rights and responsibilities when utilizing any and all of the services provided by HBC. Use of any of the services offered by HBC to any customer will constitute acknowledgment of and agreement to the terms outlined in this document. This AUP may be revised in part or in full and at its sole discretion by HBC. Continued use of services offered by HBC after such changes or enhancements to the AUP have been made will constitute acceptance of any revisions that may have been made to the AUP. It is HBC's policy to never request private information from you such as your password, driver's license or social security number through an e-mail correspondence. Should you receive such a request, please consider carefully before replying as THESE ARE NOT COMING FROM HBC. However, HBC is required by FCC regulation to inform you, the customer, by electronic methods when available, that a change has been made to your account. If you should receive such a message and you have not made a change to your account, then please contact us immediately.

### **Content**

All services provided by HBC may be used strictly for lawful purposes only. HBC does not monitor, censor, edit or take any responsibility whatsoever for customer content or communications from within the network controlled by HBC, except in as much to determine if violations of the AUP have occurred once suspected violation has been brought to the written attention of the Abuse team at HBC. Customers are fully and solely responsible for the content and use of their service as provided by HBC and each and every customer should ensure that their use falls within the guidelines of this AUP. HBC cannot and will not monitor, censor, edit or otherwise interfere with information or content customers may retrieve from sources outside the HBC network, even when such information is made available to customers through material deliverable to any site or service maintained by HBC, such as email. Because of this, HBC will not be responsible for injury or liability to any customer resulting from communications that may be offensive, misleading, illegal, or otherwise unsuitable in the view of the customer. Customers further agree to indemnify and hold harmless HBC or any of its subsidiaries from claims resulting from the use of any provided service, which damages the customer or any other party.

### **Commercial Advertising – Email**

The sending of unsolicited email (spamming) from HBC server or referencing a domain hosted by HBC in any spam, whether originating from the HBC network or not, is forbidden. Should any such abuses be found whatsoever, HBC reserves the right to immediately and without notice terminate the account of the offending customer. Sites that promote, sell, or otherwise provide access to spam software products or email lists or bulk email addresses are not permitted on any HBC server.

### **Misuse of System Resources**

To protect and maintain high availability of all its servers, activities designed to cause harm to or monopolize the resources of any server in the HBC network are strictly prohibited. This includes, but is not limited to, the use of programs that consume excessive CPU time; use of server space for backup or storage of material unrelated to the website of an account; use of any provided mail services other than for the customer's own account; resale of disk space without an appropriate resellers agreement; use of servers to engage in any malicious or illegal activity, including unauthorized access to remote systems or providing the means for such access or engaging in any activity that can be used as a means to begin remote system penetration;

distribution of viruses, worms, or any other electronic destructive resource; or maintaining or creating any free for all type sites.

### **Illegal or Indecent Content**

Use of any HBC service to make any illegal, indecent or obscene content available via transmission, storage, or display of such material is prohibited. Accounts maintaining such content are subject to suspension or termination without notice. Please see *Consequences of Unacceptable Use*.

### **Intellectual Property**

Any activity that infringes on copyrights, trademarks, service marks, patents, software ownership, or trade secrets held by any third party entity is prohibited. HBC is required by law to remove or suspend accounts that violate copyright held by third parties when notified that such infringement exists. Accounts that continually engage in such violations are subject to termination without notice. Material that infringes on the privacy or rights of others, or that otherwise represents a reasonable, credible threat, is prohibited. Disputes between parties where clear legal decisions cannot be determined by individual claims must be settled between those parties and valid legal documentation must be provided for action related to content on sites within the HBC network. In no instance will HBC be responsible for individual site material for which no authoritative documentation has been provided.

### **Other Activities**

Any activity not defined above, but judged by HBC at its sole discretion to be harmful to other customers or general operations of the network, will be addressed on a case by case basis.

### **Consequences of Unacceptable Use**

HBC reserves the right to suspend or terminate customer's access to its services upon notice of a violation of this policy. Indirect or attempted violations of this policy, and actual or attempted violations by a third party on behalf of customer, shall be considered violations of this policy by customer.