

Mid-Plains Rural Telephone Company (MPRTC)

ACCEPTABLE USE POLICY FOR BROADBAND INTERNET SERVICES

MPRTC has adopted this Acceptable Use AUP (“AUP”) to outline the acceptable use of MPRTC’s Broadband Internet service (“Broadband Service”). This AUP is in addition to any restrictions contained in the MPRTC service agreement for Internet service (the “Subscriber Agreement”). Please also refer to the [Frequently Asked Questions \(“FAQs”\)](#), which includes explanations of how MPRTC will enforce this AUP in the context of network management. All capitalized terms used in this AUP that are not defined here have the meanings given to them in the Subscriber Agreement.

You, the customer, must comply with this AUP. Your failure to do so could result in the suspension or termination of your Broadband Service account. If you do not agree to comply with this AUP, you must immediately stop all use of the Broadband Service and notify MPRTC so that we can close your account.

MPRTC may revise this AUP from time to time and will have the latest version posted on its website. MPRTC will use reasonable efforts to make customers aware of any changes to this AUP, which may include sending e-mail announcements or posting additional information on the MPRTC website. Revised versions of this AUP are effective immediately upon posting. Accordingly, customers of the MPRTC Broadband Internet Broadband Service should read any MPRTC announcements they receive and regularly visit the MPRTC web site and review this AUP to ensure that their activities conform to the most recent version. You can send questions regarding this AUP to, and report violations of it at, **Mid-Plains Rural Telephone, P.O. Box 300, Tulia, TX 79088** and midplains@midplains.coop. To report illegal content on the Internet go to www.ftc.gov.

I. Prohibited Uses and Activities

In general, this AUP prohibits uses and activities involving the Broadband Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Broadband Service by others.

A. Network and Usage Restrictions

No user of the Broadband Service, Customer Equipment, or the MPRTC Equipment may, individually or in combination with another:

1. restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Broadband Service (except for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
2. restrict, inhibit, interfere with, or otherwise disrupt performance of the Broadband Service or cause a performance degradation,

3. regardless of intent, purpose or knowledge, to the Broadband Service or any MPRTC (or MPRTC supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any MPRTC (or MPRTC supplier) facilities used to deliver the Broadband Service;
4. resell the Broadband Service or otherwise make available to anyone outside the Premises the ability to use the Broadband Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly.;
5. connect the MPRTC Equipment to any computer outside of your Premises;
6. interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host; and
7. accessing and using the Broadband Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”). You may not configure the Broadband Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless expressly permitted to do so by MPRTC.

B. Conduct and Information Restrictions

No user of the Broadband Service, Customer Equipment, or the MPRTC Equipment may, individually or in combination with another:

1. avoid incurring charges for or otherwise being required to pay for usage of the Broadband Service;
2. invade another person’s privacy, stalk, harass, or otherwise violate the rights of other persons;
3. undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
4. post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
5. upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Broadband Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
6. collect, or attempt to collect, personal information about third parties without their consent;
7. transmit unsolicited bulk or commercial messages commonly known as “spam;”
8. send voluminous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
9. initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;

10. participate in the collection of voluminous amounts of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
11. collect responses from unsolicited bulk messages;
12. falsify, alter, or remove message headers;
13. falsify references to MPRTC or its network, by name or other identifier, in messages;
14. impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
15. violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Website that you access or use;

C. Technical Restrictions

No user of the Broadband Service, Customer Equipment, or the MPRTC Equipment may, individually or in combination with another:

1. use the Internet service or facilities for web-hosting, e-mail hosting, or other unusually high-bandwidth consumption unless you have made special subscription arrangements with MPRTC and the usage does not otherwise violate law or regulation;
2. access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; 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 you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
3. use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
4. copy, distribute, or sublicense any proprietary software provided in connection with the Broadband Service by MPRTC or any third party, except that you may make one copy of each software program for back-up purposes only;
5. distribute programs that make unauthorized changes to software (cracks);
6. service, alter, modify, or tamper with the MPRTC Equipment or Broadband Service or permit any other person to do the same who is not authorized by MPRTC;

II. Customer Conduct and Features of the Broadband Service

A. Customer Obligations

In addition to being responsible for your own compliance with this AUP, you are also responsible for any use or misuse of the Broadband Service that violates this AUP, even if it was committed by a friend, family member, or guest with access to your Broadband Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Broadband Service by, for example, strictly maintaining the confidentiality of your Broadband Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Broadband Service, including any data stored or shared on that device. It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by MPRTC that connects to the Broadband Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

B. MPRTC's Rights

MPRTC reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this AUP, or otherwise harmful to MPRTC's network or customers using the Broadband Service, regardless of whether this material or its dissemination is lawful so long as it violates this AUP. Neither MPRTC nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions) made on the Broadband Service. However, MPRTC and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this AUP and to disclose, block, or remove them in accordance with this AUP, the Subscriber Agreement, and applicable law.

C. Service Restrictions

All of MPRTC's network and system services are provided according to scheduled fees for each type of service. You agree to use such services in accordance with the terms set forth below.

1. Email and Web-Hosting Services

- (i) Unsolicited Email Prohibited** - You may not use MPRTC-hosted email addresses for the purpose of sending unsolicited email. You may not use or cause to be used MPRTC's equipment, network connectivity, or other resources to originate, deliver, relay or otherwise transmit unsolicited email messages. You may not engage in any of the foregoing prohibited activities by using the service of any other provider, third-party agent, remailing service or address forwarding service, in such a way that MPRTC's network addresses or MPRTC-hosted web or email services are in any way identified as being associated with the sending of unsolicited email.
- (ii) Unauthorized use, or forging, of mail header information** (e.g. "spoofing") is prohibited.

- (iii) **Fraudulent Activity Prohibited** – You may not use the MPRTC email and web-hosting services to make fraudulent offers to sell or buy products, items, services, or to advance any type of financial scam such as “pyramid schemes”, “Ponzi schemes”, or “chain letters.” You may not use techniques to hide or obscure the source of any e-mail or other communications.
- (iv) **THIS SECTION INTENTIONALLY LEFT BLANK.** the contents of such email boxes upon thirty (30) days after attempted notification.
- (v) The Broadband Service may not be used to communicate or distribute e-mail or other forms of communications in violation of Section I of this AUP. As described below in Section III of this AUP, MPRTC uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).
- (vi) MPRTC is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. MPRTC is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at MPRTC's sole discretion.
- (vii) In the event that MPRTC believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an “identifier”) on the Broadband Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, MPRTC (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, MPRTC may at any time reserve any identifiers on the Broadband Service for MPRTC's own purposes. In the event that a Broadband Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

2. Instant, Video, and Audio Messages

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. MPRTC assumes no responsibility for the timeliness, mis-delivery, deletion, or failure to store these messages. In the event that a Broadband Service account is terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well.

III. Network Management and Limitations on Data Consumption

MPRTC manages its network with the goal of delivering a fast, safe and uncompromised broadband Internet experience to all of its customers. But, high-speed bandwidth and network resources are not unlimited. Managing the network is essential for the promotion of best possible Broadband Internet experience by all of MPRTC's customers. The company uses reasonable network management practices that are consistent with industry standards. MPRTC

tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

If MPRTC didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management, including enforcement of this AUP, MPRTC can deliver the best possible broadband Internet experience to all of its customers.

Please see MPRTC's [Network Management Policy](#) for more information.

A. Network Usage and Data Consumption Restrictions

You acknowledge that all of the MPRTC Internet services are intended for periodic, active use of email, user newsgroups, transfers via FTP, Internet chat, Internet games, and browsing of the Internet. You must comply with all current bandwidth, data storage, and other limitations on the MPRTC Internet services that have been established by MPRTC and MPRTC suppliers. You agree not to intentionally use the MPRTC Internet service on a standby or inactive basis in order to maintain a connection. The excessive use or abuse of MPRTC's network resources by one Customer may have a negative impact on all other Customers. Accordingly, in addition to the Prohibited Uses and Activities provided in Section I, you may not use the MPRTC Internet service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in MPRTC's sole discretion. Such prohibited actions include, but are not limited to: using the MPRTC Internet Services to host a web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, use net hosting, continuous FTP uploading or downloading, or acting in a manner that negatively effects other users' ability to engage in real time exchanges and use of the MPRTC Internet Services.

MPRTC reserves the right to suspend or terminate Broadband Service accounts where data consumption is not characteristic of a typical user of a similar Broadband Services account as determined by MPRTC in its sole discretion.

Common activities that may cause excessive data consumption in violation of this AUP include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups. You must also ensure that your use of the Broadband Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Broadband Service, nor represent (as determined by MPRTC in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Broadband Service does not limit or interfere with MPRTC's ability to deliver and monitor the Broadband Service or any part of its network.

If you use the Broadband Service in violation of the restrictions referenced above, that is a violation of this AUP. In these cases, MPRTC may, in its sole discretion, suspend or terminate your Broadband Service account or request that you subscribe to a higher tier of the of the Broadband Service if you wish to continue to use the Broadband Service at higher data consumption levels.

MPRTC may also provide versions of the Broadband Service with different speed and data consumption limitations, among other characteristics, subject to applicable Broadband Service plans.

MPRTC's determination of the data consumption for Broadband Service accounts is final.

IV. Violation of this Acceptable Use AUP

MPRTC reserves the right to immediately suspend or terminate your Broadband Service account and terminate the Subscriber Agreement if you violate the terms of this AUP or the Subscriber Agreement.

MPRTC does not routinely monitor the activity of individual Broadband Service accounts for violations of this AUP, except for determining aggregate data consumption in connection with the data consumption provisions of this AUP. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Broadband Service. MPRTC has no obligation to monitor the Broadband Service and/or the network. However, MPRTC and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Broadband Service; identify violations of this AUP; and/or protect the network, the Broadband Service and MPRTC users.

MPRTC prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. MPRTC also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without MPRTC's intervention. However, if the Broadband Service is used in a way that MPRTC or its suppliers, in their sole discretion, believe violates this AUP, MPRTC or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Broadband Service (including but not limited to newsgroups). Neither MPRTC nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not MPRTC's exclusive remedies and MPRTC may take any other legal or technical actions it deems appropriate with or without notice.

MPRTC reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on MPRTC's servers and network. During an investigation, MPRTC may suspend the account or accounts involved and/or remove or block material that potentially violates this AUP. You expressly authorize and consent to MPRTC and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP. Upon termination of your Broadband Service account, MPRTC is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

The failure of MPRTC or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree 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. You agree to indemnify, defend and hold harmless MPRTC and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this AUP. Your indemnification will survive any termination of the Subscriber Agreement.

V. Redress and Governing Law

a. Governing Law / Resolution of Disputes - Arbitration

Any dispute or claim between you, the Customer, and MPRTC arising out of or relating to the service provided in connection with this Acceptable Use Policy or the Subscriber Agreement shall be resolved by arbitration ("Arbitration"), unless otherwise specified in Customer's individual Subscriber Agreement. To the extent that there is a conflict regarding this Arbitration provision, the Customer's individual Subscriber Agreement supersedes the Terms and Policies of the individual Services.

The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The parties agree that no arbitrator has the authority to: (i) award relief in excess of what the Subscriber Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in Arbitration.

CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES
A WAIVER OF ANY RIGHT TO A JURY TRIAL.

b. Governing Law / Resolution of Disputes - Governing Law

The Agreement and the relationship between you and MPRTC shall be governed by the laws of the state of Texas without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with the Arbitration provision herein, you and MPRTC agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Texas and waive any objection as to venue or inconvenient forum. The failure of MPRTC to exercise or enforce any right or provision of this AUP or the Subscriber Agreement shall not constitute a waiver of such right or provision. If any provision of this AUP or the Subscriber Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this AUP or the Subscriber Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service, this AUP or the Subscriber Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

VI. Copyright and Digital Millennium Copyright Act Requirements

MPRTC is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third-party intellectual property rights, including rights granted by U.S. copyright law.

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is MPRTC's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who MPRTC believes in its sole discretion is infringing these rights. MPRTC may terminate the Service at any time with or without notice for any affected customer or user.

Copyright owners may report alleged infringements of their works that are stored on the Service or the Personal Web Features by sending MPRTC's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon MPRTC's receipt of a satisfactory notice of claimed infringement for these works, MPRTC will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal Web Features or (ii) disable access to the work(s). MPRTC will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s). If the affected customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to MPRTC. Upon MPRTC's receipt of a counter notification that satisfies the requirements of DMCA, MPRTC will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that MPRTC will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Designation of Agent to Receive Notification of Claimed Infringement

Full Legal Name of Service Provider: Mid-Plains Rural Telephone Cooperative, Inc.

Alternative Name(s) of Service Provider: midplains.coop

Address of Service Provider: P.O. Box 300, 411 N. Hale, Tulia, TX 79088

Agent Designated to Receive Notification of Claimed Infringement: Andrew Vargas

Full Address of Designated Agent to which Notification Should be Sent: 411 N. Hale, Tulia, TX 79088

Telephone Number of Designated Agent: 806-668-4420

Facsimile Number of Designated Agent: 806-668-4444

E-Mail Address of Designated Agent: avargas@midplains.org

Printed Name and Title: Andrew Vargas General Manager