

Acceptable Use Policy & Terms of Service

1. INTRODUCTION

Ellijay Telephone Company, hereinafter referred to as ETC, has an Acceptable Use Policy, hereinafter referred to as "AUP", that is intended to help enhance the use of the Internet by preventing unacceptable use. All users of ETC Internet services (the "Services") those who access some of our Services but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Services ("Members") must comply with this AUP. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances.

Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary websites. However, in accordance with our Internet Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. ETC may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Services and/or your ETC account or other actions as detailed in Section 3. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

2. VIOLATIONS OF THE ACCEPTABLE USE POLICY The

following constitute violations of this AUP:

(a) Illegal use. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated therein;

(b) Harm to minors. Using the Services to harm, or attempt to harm, minors in any form or fashion.

(c) Threats. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property;

(d) Harassment. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another;

(e) Fraudulent activity. Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters.";

(f) Forgery or impersonation. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is also prohibited. The use of anonymous remailers or nicknames, however, does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is allowed;

(g) Unsolicited commercial email/Unsolicited bulk email. Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature are also prohibited;

(h) Unauthorized access. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of ETC or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data. Such actions constitute a federal offense and are actionable under Title 18 of the United States Code;

(i) Copyright or trademark infringement. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. In accordance with the Digital Millennium Copyright Act ("DMCA"), any notices of copyright infringement by a subscriber to ETC's service or on a server hosted by ETC should be directed to: DMCA Compliance, Ellijay Telephone Company, P.O. Box O, 224 Dalton Street, Ellijay, GA 30540, DMCAcompliance@etcmail.com;

(j) Collection of personal data. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent;

(k) Resale, Sharing and Redistribution of Services.

(a) The Services are provided to an individual person or company pursuant to the Applicable Agreement and such use is subject to the Applicable Agreement and this AUP. It is a violation of this AUP to provide Services to any third parties not named, described or authorized in the Applicable Agreement without prior written permission from ETC. This includes, but is not limited to, the sharing of bandwidth or services through wireless access points or wired links. Notwithstanding the foregoing, any temporarily or overnight-occupied hotel or motel may resell or redistribute ETC Internet Service to its guests staying on the property, subject to the terms and conditions outlined in this Section K. End-users who own property or are not temporary or overnight occupants are considered permanent residents and must establish a direct billing relationship with ETC.

If permitted by the Applicable Agreement between ETC and a sales agent or service broker, such sales agent or service broker may be authorized by ETC to resell the Services to end-users approved by ETC; however, such Services may not be resold by anyone other than the sales agent or service broker authorized by ETC, including any end-user of such sales agent or service broker.

(b) Approved Resale. If Customer has been authorized in writing by ETC to resell the Services, the following provisions apply:

Customer agrees that:

(i) any resale of the Services shall not relieve Customer of its payment obligations under the Applicable Agreement with ETC;

(ii) Customer shall be solely responsible for managing end-user trouble reports and providing all support to its end-users using the Services, and Customer shall not have its end-users contact ETC directly in the event that technical support is needed except as otherwise provided in the Applicable Agreement;

(iii) Customer shall be responsible for and shall indemnify and hold ETC harmless from and against any and all liabilities, judgments, claims, losses, obligations, damages, penalties, actions, or other proceedings, suits, costs, fees, expenses and disbursements (including reasonable attorney's fees) arising out of, relating to or resulting from any violations of this AUP by its end-user(s) in connection with the use of the Services,

(iv) Customer shall not make any guarantees to its end-users regarding availability or speed of the Services;

(v) Customer shall not use any ETC trademarks or logos and shall not market or sell the Services using any ETC trademarks or logos;

(vi) Customer is responsible for ensuring that all end-users of the Services agree to the terms and conditions of this AUP, as may be amended from time to time;

(vii) if Customer becomes aware of a violation of the AUP by any of its end-users, Customer shall suspend the Services to such end-user and shall notify ETC in writing as soon as reasonably practicable;

(viii) ETC reserves the right to terminate or suspend the Services to Customer's end-user(s) if, in ETC's sole discretion, the AUP has been or is being violated by Customer's end-user(s); and

(ix) Customer provides the Services to more than one (1) end-user and ETC reasonably determines that Customer or any end-user of Customer is violating this AUP or any existing law or regulation in a manner that poses an immediate and substantial threat of harm to ETC's network or its ability to provide Services to Customer, its other end-users or other customers, ETC reserves the right to immediately suspend or terminate the Services to all of Customer's end-users, including Customer, if ETC does not have the ability to determine which end-user is responsible for the violation. Customer understands that ETC may not have the ability to pinpoint the source of an AUP violation if end-users other than Customer are using the Services. ETC shall use commercially reasonable efforts to notify Customer and the offending end-user(s), if possible, of such suspension or termination and the reasons therefor as soon as reasonably practicable. If Customer sells or resells advertising or web space to a third-party Customer will be responsible for the contents of that advertising and the actions of that third party. ETC has the absolute right to reject any advertising or other third-party content that is illegal, offensive or otherwise in breach of this AUP. ETC may suspend or terminate the Services if Customer refuses to remove any advertising or other third-party content it deems objectionable.

(l) Network disruptions and unfriendly activity. Using the Services for any activity which adversely affects the ability of other people or systems to use ETC Services or the Internet. This includes "denial of service" (DOS) attacks against another network host or individual user as well as interference with or disruption of other network users, network services or network equipment. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Member may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Member also may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner;

(m) News. ETC Members should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or community standards describing what is and is not considered appropriate. Usenet can be a valuable resource if used properly. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups, especially regional groups not specifically named for such, and are thus prohibited. The presence of such articles in a group is not indicative of the group's "intended" use. Please familiarize yourself with basic Usenet netiquette before posting to a newsgroup;

(n) ETC Members may not cancel messages other than their own messages, provided, however, that a Member may cancel posts forged in that Member's name. Likewise, ETC may cancel any postings which violate this AUP;

(o) Long Connections and Multiple Logins. Using a personal account for high volume or commercial use is prohibited. The Services are intended for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web. Members may stay connected so long as they are actively using that connection for the above purposes. Members may not use the Services on a standby or inactive basis in order to maintain a connection. Pinging is expressly prohibited. Accordingly, ETC maintains the right to terminate any member's connection following any extended period of inactivity as determined by Ellijay Telephone.

3. REPORTING VIOLATIONS OF THE ETC AUP POLICY

ETC does not monitor your use of ETC's services. However, ETC will work cooperatively with law enforcement officials upon receipt of a subpoena and in furtherance of the Electronic Communications Privacy Act, the DMCA, or any other applicable federal, state or local law.

ETC requests that anyone who believes that there is a violation of this AUP direct the information to Director-Abuse Department at: abuse@ellijay.com. If available, please provide the following information:

- (1) The IP address used to commit the alleged violation;
- (2) The date and time of the alleged violation, including the time zone or offset from GMT;
- (3) Evidence of the alleged violation;
- (4) Email with full header information provides all of the above, as a syslog file;

Other situations will require different methods of providing the above information. ETC may take any one or more of the following actions in response to complaints:

- Issue warnings: written or verbal;
- Suspend the Member's newsgroup posting privileges;
- Suspend the Member's account;
- Terminate the Member's account;
- Bill the Member for administrative costs and/or reactivation charges;
- Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

4. ACCOUNT SPECIFICS

EMAIL ACCOUNTS NOT ACCESSED OR WITH NO ACTIVITY FOR A PERIOD OF 90 DAYS WILL BE TERMINATED. AN ACCOUNT CAN BE REESTABLISHED AT THE REQUEST OF THE PAYEE.

5. DISCLAIMERS AND WARRANTIES

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ETC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. ETC MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH ETC OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY ETC OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. ETC AND IT EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. ETC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM: OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES; YOUR RELIANCE ON OR USE OF THE EQUIPMENT OR SERVICES, OR THE MISTAKES, OMISSION, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICES; THE USE OF THE EQUIPMENT OR SERVICES BY YOU OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE FOREGOING LIMITATION APPLIES TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF ETC, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST ETC IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE.

6. REVISIONS TO THIS ACCEPTABLE USE POLICY

ETC reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies and agreements at any time and in any manner. The date of any revision, amendment, or modification will be posted in accordance with the Internet Service Agreement.