

## ACCEPTABLE USE POLICY

This Acceptable Use Policy (“AUP”) governs high speed Internet service and/or other data service, including functionality and services offered on or through <http://www.ringtelco.com> (the “Service”) provided to you by Ringsted Telephone Company (together with any subsidiaries or affiliates providing you the Service, hereafter “the Company”) and includes the following terms and provisions as the same may be amended or modified from time to time as provided herein. The terms and provisions of this AUP are without limitation of any rights to suspend or terminate the Service that Company otherwise possesses under your Service Agreement, the Company’s Standard Terms and Conditions of Service, the Company’s Service Catalogs or applicable law.

Please read this AUP carefully before you start to use the Service. By using the Service, you accept and agree to be bound and abide by this Acceptable Use Policy and the Company’s other applicable terms of service, all of which have been provided to you and may be accessed at <http://www.ringtelco.com>. If you do not agree to this Acceptable Use Policy or the Company’s other applicable terms of service, you should not access or use the Service.

1. **Applicability.** This AUP applies to you as a customer and to any other person, authorized or unauthorized, using your Service (each such person, a “User”). For purposes of this AUP, your use includes, and you are responsible for, the use of all Users who access Service through your account. It is your responsibility to take precautions to limit access to the Service to approved Users. All Users must be at least 18 years of age or older. The Company permits use of the Service by minors, subject, however, to your supervision and monitoring. You are solely responsible for actions taken by minors accessing the Service through your account.

2. **Changes to the Acceptable Use Policy.** The Company may revise and update this AUP from time to time in its sole discretion. All changes are effective immediately when the Company posts them on its website at <http://www.ringtelco.com>, and apply to all access to and use of the Service thereafter. Your continued use of the Service following the posting of a revised AUP means that you accept and agree to the changes.

3. **Compliance Required.** Pursuant to your use of the Service, all customers have agreed to and must comply with this AUP. The Company reserves the right to terminate or suspend Service immediately or to otherwise disconnect, remove, block, filter or restrict your use of Service if Company determines, in its sole discretion, that such use is illegal, violates this AUP, or repeatedly infringes on another’s proprietary rights. The Company also reserves the right to take action on abuse which is not specifically named in this AUP at the sole discretion of the Company. The Company reserves the right to act immediately and without notice to suspend or terminate your Service in response to a court order or government notice that certain conduct must be stopped or when the Company reasonably determines that the conduct may: (1) expose the Company to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of the Company’s network or networks with which the Company is interconnected, (3) interfere with another customer’s use of the Service, (4) violate any applicable law, rule, or regulation, (5) present an imminent risk of harm to the Company or its customers, or (6) violates the terms of this AUP.

4. **Accessing the Service and Account Security.** The Company reserves the right to withdraw or amend this Service, and any service or material the Company provides to the Service, in the Company’s sole discretion, without notice. From time to time, the Company may restrict access to some parts of the Service or the entire Service.

You are responsible for:

- Making all arrangements necessary for you to have access to the Service.

- Ensuring that all persons who access the Service through your internet connection are aware of this AUP and comply with its terms and conditions.
- Ensuring all information provided to register the Service is correct, current and complete.
- Treat all usernames, passwords or other security information confidential, and agree to notify the Company immediately of any unauthorized access to or use of your user name or password or any other breach of security.
- Ensure that you exit from your account at the end of each session.

You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. The Company has the right to disable any user name, password or other identifier, whether chosen by you or provided by the Company, at any time in its sole discretion for any or no reason, including if, in the Company's opinion, you have violated any provision of this AUP.

5. **Prohibited Uses and Activities.** This AUP identifies certain uses and activities that the Company considers to be unlawful or abusive and therefore strictly prohibited. The examples listed herein are non-exclusive and are provided solely for guidance to customers. The Company, in its sole discretion, reserves the right to discontinue the Service for any unlawful use. In the event of uncertainty as to whether any contemplated use or activity is permitted, please contact a customer service representative for assistance. In addition to any other illegal or abusive uses or activities, the following constitute violations of this AUP:

- **Unlawful Use:** Using the Service in any manner that violates local, state or federal law, including without limitation using the Service to transmit any material (by e-mail or otherwise) whose transmission is unlawful under any local, state or federal law applicable to such transmission.
- **Copyright or Trademark Infringement:** Using the Service to transmit any material (by e-mail, file sharing software, direct download, FTP sites or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of the Company or 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, the digitization and distribution of copyrighted video or music, and the unauthorized transmittal of copyrighted software.
- **Violation of the Digital Millennium Copyright Act (DMCA):** Using the Service to circumvent any technological measures used by copyright owners to protect their works or using the Service to produce or disseminate technology primarily designed or produced to circumvent DMCA protections, that have only limited commercially significant purpose or use other than to circumvent; or that are marketed for use in circumventing DMCA protections. For additional information concerning your rights and responsibilities in connection with reporting or responding to claims of copyright infringement, see *Reporting Claims of Copyright Infringement*, below.
- **Harm to Minors:** Using the Service to harm, or attempt to harm, minors in any way; including but not limited to activities involving child pornography or the sexual exploitation of children.
- **Threats:** Using the Service to transmit any material (by e-mail or otherwise) that illegally threatens or encourages bodily harm or destruction of property.
- **Harassment and Cyberbullying:** Using the Service to transmit any material (by e-mail or otherwise) that unlawfully harasses another.

- **Fraudulent Activity:** Using the Service 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”, unregistered sales of securities, securities fraud and “chain letters.”
- **Forgery or Impersonation:** Adding, removing or modifying identifying network, message or article header information in an effort to deceive or mislead is prohibited while using the Service. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
- **Unsolicited Commercial E-mail/Unsolicited Bulk E-mail:** Using the Service to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not that e-mail is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- **Intentional Network Disruptions and Abusive Activity:** Using the Service for any activity that adversely affects the ability of other people or systems to use the Service or third party Internet-based resources. This specifically, but without limitation, includes: (i) the excessive consumption of network or system resources whether intentional or unintentional; (ii) “denial of service” (DoS) attacks against another network host or individual User; (iii) interference with or disruption of other network users, network services or network equipment; (iv) the transmission of viruses, malware, or engaging in “mail bombing,” “chat flooding,” cybersquatting, and similar unlawful behavior; (v) attempting to circumvent User authentication or the security of any host, network, or account on the Company’s systems or the Internet at large (“cracking”)(including scanning or probing ports without the consent of the owner of the machine being scanned); (vi) using any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material on the Service; and (vii) the introduction of any trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- **Unauthorized Access:** Using the Service to access, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the Company’s or a third party’s computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of Service or the corruption or loss of data. This includes unauthorized monitoring, scanning, or probing of the Company’s or any third party’s network or system and hacking, attacking, breaching, or circumventing the security of any host, network, server, personal computer, network access, software or data without express authorization of the owner.
- **Collection of Personal Data:** Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent in violation of applicable state or federal law.

6. **Reporting Claims of Copyright Infringement.** The Company takes claims of copyright infringement seriously. The Company will respond to notices of alleged copyright infringement that comply with applicable law. If you believe a User of this Service has infringed your copyright, you may report the alleged violation by submitting notification to the Company’s Copyright Agent that satisfies the requirements of the DMCA (designated below).

Upon the Company’s receipt of a satisfactory notice of claimed infringement for these works, the Company will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service (ii) disable access to the work(s) and/or (iii) suspend or terminate Service to subscribers who have been

identified as repeat infringers in accordance with the Company's internal policies and procedures. The Company will also notify the affected customer or User of the Service of the removal or disabling of access to the work(s) and of the Company's policies and procedures relating to suspension or termination of repeat infringers.

In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (*17 U.S.C. § 512*) ("**DMCA**"), the notice (the "**DMCA Notice**") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow the Company to locate that material.
- Adequate information by which the Company can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:

Ringsted Telephone Company  
Attn: General Manager  
19 West Maple Street  
Ringsted, IA 50578  
Phone: 712-866-8000  
Email: [info@ringtelco.com](mailto:info@ringtelco.com)

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Company, the alleged infringer, and the affected copyright owner for any damages (including costs and fees) incurred in connection with the removal, blocking, or replacement of allegedly infringing material under Section 512(f) of the DMCA.

#### Counter-Notification Procedures

If you believe that material you placed on the Service was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with the Company (a "**Counter-Notice**") by submitting written notification to the Company's Copyright Agent (identified above). Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An 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 disabled.
- Adequate information by which the Company can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.

- A statement that you will consent to the jurisdiction of the Federal District Court for Iowa and that you will accept service from the person (or an agent of that person) who provided the DMCA Notice.

Upon receipt of a Counter Notice, the Company shall promptly provide the complaining party with a copy of the Counter-Notice and inform the party the Company will replace the removed material or cease disabling access to it within 10 business days. The DMCA allows the Company to restore the removed content no less than 10, but not more than 14 business days after receipt of the Counter-Notice, if the party filing the original DMCA Notice does not file a court action against you.

Please be aware that if you knowingly materially misrepresent that material or activity was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

7. **Trademarks.** The Company name, the terms, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the Company's prior written consent. All other names, logos, product and service names, designs and slogans on this Service are the trademarks of their respective owners.

8. **Network Management Practices.** The Service is available for individual customer use only and not for resale. Reselling the Service without the Company's written authorization will be considered a violation of the Company's Standard Terms of Service Conditions and will result in termination of the Service. Pricing is based on contemplated usage not exceeding commercially reasonable limitations. Unlimited plans and features offered as part of any Service may only be used for normal use. The Company reserves the right to immediately disconnect or modify your Service if Company determines, in its sole and absolute discretion that your use of Service is, or at any time was, inconsistent with normal residential usage patterns or is otherwise in violation of this AUP. In the event your usage exceeds applicable usage limitations and as an alternative to disconnection of the Service, the Company may offer you a revised Service Agreement including higher rates for usage of the Service that is deemed to be inconsistent with normal use. The Company reserves the right to protect its network from harm, which may impact legitimate data flows. The Company reserves the right to limit throughput or amount of data transferred, and to deny or discontinue the Service, without notice, to anyone it believes is using an unlimited data plan or feature in any manner prohibited herein or whose usage adversely impacts the Company's network or service levels. Current specific management practices, service descriptions and terms of service can be found at: <http://www.ringtelco.com>.

9. **Content.** You will be liable for any and all liability that may arise out of the content transmitted by you. You shall assure that your use of the Service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. The Company reserves the right to disconnect or suspend your Service and remove your content from Service if Company determines, in its sole and absolute discretion, that such use or content does not conform with any applicable law, the requirements set forth in this AUP or interferes with the Company's ability to provide Service to you or others. The Company's action or inaction under this Section 9 will not constitute any review, waiver or approval of your usage or content.

10. **Service Monitoring.** The Company is under no obligation to monitor a customer's usage, bandwidth, transmissions and/or content of service. However, the Company may monitor the usage, bandwidth, transmissions and content of service periodically to (i) comply with any necessary laws, regulations, subpoenas, court orders or other valid legal process or governmental requests or (ii) operate the Service properly or to protect itself, its network and its customers and subscribers. The Company reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of this AUP or any other terms and provisions applicable to the Service.

11. **Domain Name Service.** Keeping registry information updated and accurate is the responsibility of the domain holder and not the Company. Acceptable use of the domain name service does not include falsifying or

omitting valid domain contact information, including the administrative, technical, zone, and billing contacts. Such usage will result in termination of the Service.

12. **Dial-up Access.** Dial-up connections that are idle for 20 minutes or longer, or connected for more than 24 hours continuously, may be disconnected. Idle time is defined as a period during which no input or output is sent or received across the modem connection. Multiple simultaneous logins to a single dial-up account are prohibited.

13. **User Contributions.** The Service may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features that allow Users to post, submit, publish, display or transmit to other Users or other persons (hereinafter, "**Post**") content or materials (collectively, "**User Contributions**") on or through the Service. All User Contributions must comply with the content standards set out in this AUP.

Any User Contribution you Post will be considered non-confidential and non-proprietary. By providing any User Contribution through the Service, you grant the Company and its affiliates and service providers, and each of their and the Company's respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to the Company and its affiliates and service providers, and each of their and the Company's respective licensees, successors and assigns.
- All of your User Contributions do and will comply with this AUP.
- You understand and acknowledge that you are responsible for any User Contributions you Post, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.
- The Company is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Service.
- You will be solely responsible for taking prompt corrective action(s) to remedy a violation of this AUP in any of your User Contributions.

The Company has the right to:

- Remove or refuse to post any User Contributions for any or no reason in the Company's sole discretion.
- Take any action with respect to any User Contribution that the Company deems necessary or appropriate in its sole discretion, if the Company believes that such User Contribution violates the AUP, the content standards set forth in Section 9, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public or could create liability for the Company.
- Disclose your identity or other information about you in the event you violate a third party's rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.
- Terminate or suspend your access to all or part of the Service for any or no reason, including without limitation any violation of this AUP.

Without limiting the foregoing, the Company has the right to fully cooperate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or other information of anyone Posting any materials on or through the Service. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE FOREGOING PARTIES OR LAW ENFORCEMENT AUTHORITIES.

The Company cannot review all User Contributions before such material is Posted on the Service, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, the Company assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party.

14. **Theft of Service.** You must notify the Company immediately if you become aware at any time that your Service has been or is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you provide such notification, you must provide your account number and a detailed description of the circumstances of the theft, fraudulent or abusive use of the Service. Failure to do so in a timely manner may result in the disconnection of the Service, additional charges to you, and civil or criminal liability. Until such time as the Company receives notice of the theft, fraudulent use or abusive use, you will be liable for all stolen, fraudulent or abusive use of the Service. The Company reserves all of its rights at law and equity to proceed against anyone who uses the Service illegally or improperly.

15. **Indemnification.** By activating or using the Service, you agree to use the Service only for authorized, lawful purposes in accordance with this AUP. In addition to being subject to other remedies, liabilities and obligations under law or applicable agreements, you shall defend, indemnify, and hold the Company harmless from any claims, damages, losses, or expenses (including without limitation attorneys' fees and legal costs) incurred in connection with all claims, suits, judgments and causes of action for damages arising from the breach by you or your Users of any provision of this AUP. The Company shall not be liable to customers or third parties for any loss, costs, or damage to customer's personal computer or the contents thereof caused by or resulting from the Company's performance of Remote PC Support Services for customer, and customer shall indemnify and hold the Company harmless thereof.

16. **Survival.** The provisions of this AUP that by their sense and context are intended to survive the discontinuance or disconnection of your use of the Service shall survive such discontinuance or disconnection.

17. **Governing Law.** This AUP and the relationship between you and the Company shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflict of law.

18. **No Waiver of Rights.** The Company's failure to exercise or enforce any right under or provision of this AUP shall not constitute a waiver of such right or provision.

19. **Severability.** If any part or provision of this AUP is legally declared invalid or unenforceable, that part or provision will be construed consistent with applicable law as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this AUP.

20. **Applicability to Attached Sites.** Sites directly attached to the Company backbone are expected to adhere to the Company's acceptable use policies. You are responsible for educating your site Users on acceptable use

policies. Violations of the AUP by directly attached sites will be referred to the account owner for resolution. The account owner will be held responsible for any violations of the AUP.

21. **Important Customer Information.** In addition to the terms and conditions set forth in this AUP, the Service is subject to the Company's Standard Terms of Service and Conditions, which you should read carefully before activating or using the Service. The Company's applicable Standard Terms and Conditions of Service have been provided to you and may be accessed at <http://www.ringtelco.com>. If you wish to receive additional copies of the Company's applicable terms of service, please speak with a customer service representative.

**IMPORTANT: BY ACTIVATING AND/OR USING THE SERVICE YOU AGREE TO COMPLY WITH ALL OF THE APPLICABLE TERMS OF SERVICE, INCLUDING THIS AUP. IF YOU DO NOT ACCEPT OUR TERMS OF SERVICE, PLEASE NOTIFY THE COMPANY PRIOR TO INSTALLATION AND THE COMPANY WILL CANCEL YOUR SERVICE.**

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