

## **ACCEPTABLE USE POLICY**

Marshall County Fiber, has formulated this Acceptable Use Policy ("Policy") in order to provide for the responsible use of Marshall County Fiber's networks, systems, services, websites and products (collectively, "Marshall County Fiber Services") by our customers and other users of Marshall County Fiber Services (individually "User" and collectively "Users"), and to enable Marshall County Fiber to provide Users with secure, reliable and productive services. This Policy is also designed to help protect Marshall County Fiber Service, subscribers, and the Internet community, from irresponsible or illegal activities. We hope and expect that common sense and good judgment will guide all of our subscribers' Internet activities. However, Marshall County Fiber may take such action, as it deems appropriate against any subscriber or User for violations of your Service Agreement or of this Policy, including the suspension or termination of the User's account without notice.

By using the Marshall County Fiber Services, Users consent to be bound by the terms of this Policy. Marshall County Fiber reserves the right to modify this Policy in its discretion at any time. Such modification will be effective when posted to the Marshall County Fiber website <http://www.MarshallFiber.com> or any successor URL(s). Users of the Marshall County Fiber services should regularly visit the website and review this Policy to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber or customer agreement and this Policy, the terms of this Policy shall govern. Any use of the Marshall County Fiber Service Services after such posting shall constitute acceptance of such modification.

### **General Policy**

The provisions of this Policy are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this Policy, is prohibited. Marshall County Fiber reserves the right at all times to prohibit activities that damage Marshall County Fiber's commercial reputation and goodwill or affect the quality of Marshall County Fiber Services or Marshall County Fiber's ability to provide service.

### **Suspension; Termination**

In order to preserve the integrity of Marshall County Fiber's Services, Marshall County Fiber may take action against a User, including the cancellation of User's Internet service account, if User, or anyone using User's Marshall County Fiber Service Services, violates this Policy, the terms and conditions for any agreement, any law governing User's conduct on the Internet, or the policies of any network accessed through Marshall County Fiber Services. Further, if User, or anyone using User's Marshall County Fiber Service Services, engages in any conduct that interferes with Marshall County Fiber Services or the use and enjoyment of the Internet by others, User's Internet service account also may be canceled. If such conduct results in damages to Marshall County Fiber, User may be required to reimburse Marshall County Fiber Service for all such damages, subject to a minimum amount of two hundred and fifty dollars (\$250.00). User may also be charged an activation fee or further deposits to reconnect a suspended or terminated account.

### **Limitation of Responsibility**

Through the Marshall County Fiber Services User will use networks or access information and other services that Marshall County Fiber does not own or control. Marshall County Fiber is not responsible in any manner for the content or accuracy of information or services from sources that Marshall County Fiber does not control. Marshall County Fiber reserves the right to remove or restrict access to any material that Marshall County Fiber believes is illegal, that may subject Marshall County Fiber to liability, or that violates this Policy or any other Marshall County Fiber policy including, without

limitation, Marshall County Fiber's "Network Management Policy" (which can be viewed at <http://www.MarshallFiber.com>). If User has any questions regarding this Policy, User may contact Marshall County Fiber Communications Customer Service through means provided on the contact link at [www.MarshallFiber.com](http://www.MarshallFiber.com).

## **Privacy**

Marshall County Fiber's Privacy Statement is posted on the company website at <http://www.MarshallFiber.com>. Please refer to this Privacy Statement in connection with the Marshall County Fiber's policies concerning the privacy of customer information.

## **Prohibited Conduct**

### **A. In General**

Marshall County Fiber Services must be used in a manner that is consistent with the intended purposes of Marshall County Fiber Services and may be used only for lawful purposes. Users shall not use Marshall County Fiber Services in order to: (a) transmit, distribute or store material in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect Marshall County Fiber Services or other Marshall County Fiber customers; or (c) that may expose Marshall County Fiber to criminal or civil liability. Users are prohibited from facilitating the violation of any part of this Policy, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this Policy.

### **B. Inappropriate Content**

Users shall not use Marshall County Fiber Services to post, transmit, distribute or store any information or material, as reasonably determined by Marshall County Fiber, that is inappropriate or objectionable, obscene (including child pornography), offensive, indecent, defamatory, libelous, threatening, harassing, abusive, hateful, racially or ethnically offensive, excessively violent or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful.

### **C. Intellectual Property**

Material accessible through Marshall County Fiber Services may be subject to protection under privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use Marshall County Fiber Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If User uses a domain name in connection with any of Marshall County Fiber Services, User must not use that domain name in violation of the trademark, service mark, or other rights of any third party.

### **D. Harmful Content/Use**

Users shall not use Marshall County Fiber Services to transmit, distribute or store material that may be harmful to or interfere with Marshall County Fiber Services or any third party's networks, systems, services, or websites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses. Additionally, Marshall County Fiber Services shall not be used to: (a) access or interfere with any other person's computer or computer system, software, or data without their knowledge and consent; (b) breach the security of another User; or (c) attempt to circumvent the User authentication or security of any host, network, or account (such as, but not limited to, accessing data not intended for User, logging into or making use of a server or account User is not expressly authorized to access, or probing the security of other hosts, networks, or accounts).

#### **E. Fraudulent/Misleading Content**

Users shall not use Marshall County Fiber Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

#### **F. E-mail and Unsolicited Messages**

Users of Marshall County Fiber Services may not: (a) send a harassing or unwanted solicitation by e-mail; (b) send the same (or substantially similar) unsolicited e-mail message to an excessive number of recipients ("Spamming"); (c) send multiple unwanted e-mail messages to the same address, or send any e-mail that provokes a complaint to Marshall County Fiber from the recipient; (d) continue to send e-mail to a specific address after the recipient or Marshall County Fiber has requested User to stop such transmissions; (e) falsify User's e-mail address, or any other identification information, while using Marshall County Fiber Services; (f) use e-mail to originate chain e-mails or originate or forward pyramid-type schemes; (g) use a mail server to relay or intercept e-mail without the express permission of the owner, or operate a mail server to relay or intercept e-mail; or (h) place User's website address, which User has hosted through Marshall County Fiber, on unsolicited commercial messages. Marshall County Fiber, pursuant to its network management practices, reserves the right to cancel e-mail messages and/or restrict the size of e-mail distribution lists.

#### **G. Conduct with a Minor**

Users shall not knowingly collect or solicit personal information from a minor or use Marshall County Fiber Services to harm a minor including, but not limited to, using the Service to send pornographic, obscene or profane materials involving a minor. A minor is defined as any person under the age of 18 years.

#### **Third Party Rules**

Users may have access through the Marshall County Fiber Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

#### **Inappropriate Actions**

Marshall County Fiber does not tolerate hacking and attacks. "Hacking" is any unauthorized attempt to monitor access or modify computer system information or interfere with normal system operations, whether this involves Marshall County Fiber's equipment or any computer system or network that is accessed through Marshall County Fiber Services. An "attack" is any interference with Internet service to any User, host or network, including, but not limited to, mail-bombing, ping flooding, broadcast attempts or any attempt to overload a system to interrupt service. Inappropriate activity may result in civil or criminal liability. Marshall County Fiber will investigate such activity, and will, as appropriate, involve law enforcement authorities in prosecuting Users involved in inappropriate actions.

#### **Security**

User is responsible for any misuse of Marshall County Fiber Services. Therefore, User must take steps to ensure that others do not use User's account to gain unauthorized access to Marshall County Fiber

Services. In all cases, User is solely responsible for the security of any device User chooses to connect to Marshall County Fiber Services, including any data stored or shared on that device. It is User's responsibility to implement and maintain security procedures for User's network or system. Marshall County Fiber is not responsible for any loss or damage caused by hacking, attacks and other related activities.

### **Responsibility for Content**

Marshall County Fiber takes no responsibility for any material created or accessible on or through Marshall County Fiber Services. Marshall County Fiber is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that Marshall County Fiber becomes aware that any such material may violate this Policy and/or expose Marshall County Fiber to civil or criminal liability, Marshall County Fiber reserves the right to terminate that User's Marshall County Fiber Services immediately. Marshall County Fiber further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that Marshall County Fiber deems responsible for the wrongdoing.

### **Reporting Violations**

Violations of this Policy may be reported to Marshall County Fiber at [www.MarshallFiber.com](http://www.MarshallFiber.com).

### **Enforcement of Policy**

The failure of Marshall County Fiber to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. User agrees that if any portion of this Policy 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.