

Acceptable Use Policy

I. Introduction

Barry County Telephone Company, Inc. (“BCTC,” the “Company”, “We” or “Our”), has formulated this Acceptable Use Policy (“AUP”) in an effort to promote responsible use of Our network, systems, services, web site, and products (“Products”) by Our customers and other users (each a “Customer” or “You”) from fraud, abuse of resources and irresponsible or illegal activities. By using Company Products, Customers consent to be bound by the terms of this AUP as may be modified from time to time.

II. Use of Services

Company makes no guarantee regarding, and assumes no liability for, the security and integrity of content, data or information Customers transmit, upload or download via the Products or over the Internet, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity that a Customer may encounter. Company is only the provider of the facilities and/or services, and shall not be liable for any statements, representations, or content provided by or encountered by Customers in any online source. Company does not undertake to monitor, exercise control over, or accept responsibility for the content of information passing through its network. However, Company may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests or to protect the Company, its network and/or Customers.

Customer understands and acknowledges that in some instances, the Products may be used to link into other networks worldwide. Customer agrees to conform to the acceptable use policies of these networks and to conform to the Internet protocols and standards. Any application that overloads Company’s network by whatever means is not permitted. Customers who violate systems or network security may incur criminal or civil liability. All persons and organizations, including Customers, who transmit information over or who publish information that is made accessible through Company Products are responsible for the content of the information and for complying with all applicable law.

Company Products may only be used for lawful and appropriate purposes. Company Products may not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule. Company reserves the right to cooperate with legal authorities in the investigation of suspected criminal or civil violations.

III. Customer Responsibilities

Each Customer (including commercial Customers) is responsible for the activities of its own customers and/or employees and, by accepting service from Company, agrees to inform its customers and/or employees of this AUP. By using the Products, Customers agree to indemnify, defend and hold harmless, Company, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs, including reasonable attorney's fees, resulting from Customer's violation of this AUP.

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the Products. Customer recognizes and agrees that Company has no responsibility for any material created on Company network or accessible using the Products, including content provided on third-party websites or networks, even if those websites or networks are accessed through the Products. Customers are responsible for taking prompt corrective action to remedy any violation of this AUP and to help prevent similar future violations.

IV. Prohibited Conduct

Customers may not transmit, retransmit, redirect, or store material in violation of Federal or state laws or regulations, industry or community standards, including, but not limited to, obscenity, indecency, defamatory or material infringing trademarks or copyrights.

Customers may not abuse or fraudulently use Company Products. The following illustrate some, but not all, uses that are prohibited under this AUP:

- Unlawful or Improper Use of the Service. Customer agrees not to use the Service in a manner prohibited by an applicable laws or regulations. Without limiting the foregoing, You may not use the Service for any unlawful or abusive purpose, in any way that could damage, disable, overburden, or impair any Company property, or in any way that directly or indirectly interferes with or disrupts Our network or adversely affects another's use or enjoyment of any Service, including other Customers. You may not use or attempt to use the Service in any manner such as to avoid incurring charges for or otherwise being required to pay for such usage. You may not circumvent or attempt to circumvent user authentication or security of any host, network, network element, or account (also known as "cracking" or "hacking"). This includes, but not limited to, accessing data not intended for You, logging into a server or account that You are not expressly authorized to access, or probing the security of other networks. You may not interfere or attempt to interfere with any services to any user, host, or network ("denial of service attacks"). This includes, but not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host. You may not use any kind of program/script/command, or send messages of any kind, designed to interfere with (or which does interfere with) any server or a user's session, by any means, locally or via the Internet. The Service is intended for periodic, active use. You may not use the Services on a standby or inactive basis in order to maintain a connection.

- Excess Utilization of Network Resources. Customer agrees not to use the 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 Company's sole discretion. The excessive use or abuse of Company's network resources by one subscriber may have a negative impact on all other subscribers. Such prohibited actions include, but are not limited to: using the Service to host a web server site which attracts excessive traffic at You location, continuously uploading or downloading streaming video or audio, usenet hosting, or continuous FTP uploading or downloading. In the event that You violate the terms of this provision Company may, without limitation, restrict Your access to Company's Network, increase the fees associated with Your Service, including upgrading You to a higher class of service, or immediately suspend or terminate Your service. In the event of termination of Your Service, all applicable termination charges will apply.
- Defamation and Fraud. Customer agrees not to post or transplant any fraudulent information on or through the Service including and not limited to any information that is inflammatory with respect to a person, business or other entity, product or service or any information that Customer knows or has reason to believe has faults and is intended for others to rely on.
- False Advertising. Customer agrees not to post or transplant, on or through the Service, any advertising or promotional materials that contain faults, deceptive or misleading statements, claims or representations.
- Unsolicited Advertising. Customer agrees not to post or transmit any unsolicited advertising, promotional materials or other forms of solicitation to other subscribers, individuals or entities, except in those areas "e.g. the classified areas" that are designed for such purposes.
- Copyright Violations. Customer agrees not to post or transmit on or through the Service any information that infringes on other person's or entity's copyright in all or any part of the information. Company Products shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of the Company or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.
- Trademarks, Service Mark and Trade Dress Violations. Customer agrees not to post or transmit on or through the Service any information that infringes another person's rights in its trademark, trade dress or service mark.

- Trade Secret Violations. Customer agrees not to post or transmit on or through the Service any information that reveals trade secrets belonging to another person, business, service or other entity.
- Obscenity/Child Pornography. Customer agrees not to post or transmit any obscene or sexually explicit images or other content on or through the Service. It is illegal under federal child exploitation statutes to possess, produce, receive, transport or distribute by any means, including computer, visual depictions of "sexual intercourse" and/or "sexually explicit conduct" involving persons under the age of 18. Company Products shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Customers must comply with all applicable laws pertaining to the protection of minors.
- Harassment, Threats and Abuse. Customer agrees not to use the Service to harass, threaten, abuse, embarrass or cause distress, unwanted attention or discomfort to any person or entity, by any means, including the use of vulgar, hateful, racial, ethnical or otherwise objectionable information.
- False Pretenses. Customer agrees not to use the Service to impersonate any person, including, but not limited to, a Company official or an information provider, guide or host, or Impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.); forging or misrepresenting a message header of an electronic transmission; soliciting mail for any other address other than that Customer, except with full consent of the owner of the referred address.
- Disruptive Activities. Customer agrees not to use the Service to disrupt the normal flow of on-line dialogue or otherwise act in a manner that negatively affects other Customers, users, individuals or entities. Customer will not engage in activity that may or is intended to interfere with the service of another user, host or network on the Internet.
- Violations of Service Providers' Rules. Customer agrees not to use the Service to violate any operating rule, policy or guideline of any other on-line service provider, business or entity.
- Systems Abuse. Customer agrees not to abuse Company's system by causing any harm to the system so that it inhibits other users' ability to effectively use the system. Use of Company Products in a manner that interferes with others' use of the Internet or Company's network. distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations).
- Unsolicited Electronic-mail or SPAM. Customer agrees not to post, publish, send or relay unsolicited electronic-mail originating from Company's Service or attempt to

deliver such unsolicited electronic-mail to Company Customers. Messages sent in violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP. The transmitting of unsolicited email to multiple recipients, sending large amounts of email repeatedly that annoys, harasses or threatens another person or entity or sending unsolicited electronic messages directed primarily at the advertising or promotion of products or services, petitions for signatures, requests for charitable donations, or sending any chain mail related materials.

- Distribution of Harmful Messages/Viruses: Distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer system (such as viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software) or any program, file, script, command or transmission of any message or content of any kind, designed to hi-jack or interfere with the access to or use of the Products or any communication. Hosts not timely secured or removed by Customers may be blocked by Company from accessing the network.

V. Violations and Enforcement

Customer's failure to observe the guidelines set forth in this AUP may result in Company taking actions which range from a warning to a suspension or termination of Customer's Products (including the possible termination of a term commitment by Customer and the triggering of fees for liquidated damages as a result of that early termination). When feasible, Company may provide Customer with a notice of an AUP violation via e-mail or otherwise allowing the Customer to promptly correct such violation. Company reserves the right, however, to act immediately and without notice to suspend or terminate affected Product(s) in response to a court order or government notice that certain conduct must be stopped or when Company determines, that the conduct may: (1) expose Company to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of Company or Company's network or networks with which Company, (3) interfere with another Customer of the Company's Products or the Internet (4) violate any applicable law, rule or regulation, or (5) otherwise present an imminent risk of harm to Company, other Customers or the public. Indirect or attempted violations of this AUP, and any actual attempted violations by a third party on behalf of a Customer or Company Customer shall be considered violations of this AUP by such Customer.

Company shall not be liable for damages of any nature suffered by any Customer or any third party resulting in whole or in part from Company exercising its rights under this AUP. Company does not assume liability for others' violations of this AUP or failures to terminate those violations. Company reserves the right to assess time and materials charges to resolve Customer issues that are not resolved by the Customer in a timely manner.

VI. Other Provisions

A. Contact Information

To report a violation of this AUP or an abuse of Company's Products, please contact us at:

abuse@mei.net

If You believe that Your work has been copied and posted, stored or transmitted using the Products in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") directed to the designated agent listed below:

dmca@mei.net

B. Modification

Company reserves the right to modify this AUP in its sole discretion, at any time. Modifications will be effective upon posting. Any use of Company Products after such modification shall constitute acceptance of the modifications in question.

Technology changes rapidly, and any activity not specifically prohibited herein but determined by Company in its sole discretion, to be harmful to other customers or the general operations of the system or network may be halted by Company. In no event shall Company be liable for failing to halt any activity, whether or not specifically proscribed hereunder.

C. Applicable Law

This AUP agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to its conflicts of law principles. If any provision of this AUP shall be found to be unlawful, void, or for any reason unenforceable, then the remainder of this agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Last Updated: September 12, 2019.