

## FiberNet Internet Service Acceptable Use Policy

### Introduction

This section of your User agreement details some of the basic rules of participation in the Internet community and constitutes part of our terms of Service. By your use of the Service, you agree to be bound by the terms of this Acceptable Use Policy. FiberNet Internet Service (FiberNet, Delivered by Arvig®) reserves the sole and unconditional right to refuse, suspend or terminate Service to anyone who violates these rules as determined by FiberNet, in its sole discretion.

- 1. Illegal Use** – You agree not to use the Service for or in the pursuit of illegal purposes. FiberNet cooperates with local and federal authorities in investigations into illegal Internet use, and will take both criminal and civil legal action against Users who are determined to be using the Service in an unlawful way. You agree not to directly or indirectly allow a third party to use the Service in an illegal or unsuitable manner.
- 2. Harassment** – You agree not to use the Service for harassment, threats, verbal abuse, and persistent unwanted contact of any kind. Harassment covers any use of the Service to directly or indirectly contact any other user (including users of another Internet service) in an unwanted fashion. Harassment can be active, in forms such as unwanted email, chat messages, or verbal declarations on a public forum, or can be passive in the form of defamatory information posted on web sites.
- 3. Disruption/Hacking** – You agree that You will not use, nor allow others to use, the Services to access the accounts of others or to attempt to penetrate security measures of the Services or access any other person's computer or computer system, software, or data without their knowledge and consent (“hacking”) or to cause a disruption of service to other on-line users. You agree that You will not use, nor allow others to use, tools designed for compromising network security, such as password guessing programs, cracking tools, packet sniffers or network probing tools.
- 4. Fraud/False Advertising** – You agree not to post or transmit fraudulent information on or through the Service. This can include false advertising, identity theft, or misrepresentation of any kind including phishing, forged email headers or fictitious email addresses.
- 5. Unsolicited Advertising/Spamming** – You agree not to post or transmit any unsolicited material through any active medium such as email, chat, messaging, chain letters, advertisements, jokes, etc. FiberNet does not tolerate unsolicited mass emailing (Spamming) of any kind, and the use of any of FiberNet Services for this purpose is strictly prohibited. To assist FiberNet in preventing Spamming, FiberNet may limit the number of recipients allowed per email and/or limit the number of emails You can send over a short period of time. Content falling in this category is defined by the receiving users desire to be contacted in the specified manner, so use good judgment if you are sending to mailing lists. You further agree not to collect or harvest account information without the expressed consent of those from whom you collect the information.
- 6. Disruptive Content** – You agree not to post or transmit any disruptive content. Certain kinds of content broadcast or displayed on the Internet can generate a great deal of disruption and reaction from the Internet community as a whole. This can include, but is not limited to, material that is considered obscene, offensive, or extremely controversial. While FiberNet does not actively censor its Users, the reaction this material can generate can be expensive and time consuming, and as such makes the continued support of Users generating this kind of content of questionable business value to FiberNet. You understand and agree that FiberNet may suspend or terminate your Service should your usage result in significant complaint or constitute disruptive content, as determined by FiberNet in its sole discretion, from the Internet community at large.
- 7. Extended Connections and Multiple Logins** – For Dialup services, You agree not to use the Service for extended periods of time or to login to an account more than one time simultaneously. You also agree not to use this Service in a standby or inactive mode. Use of programs intended to keep You online while your computer is unattended is prohibited. This Service is intended for personal, periodic, and active use of the World Wide Web, email, news groups, games and file transfers; You may stay connected so long as You are using the Service for this purpose. FiberNet reserves the right to terminate the Service at any time if it determines you are using the Service for extended connections and multiple logins.
- 8. Use of Servers** – Unless you are an FiberNet Business Customer, You agree that You will not establish or operate a web server, email server, FTP server, file server or run any other server applications and/or software providing server-like functionality in connection with the Service. Interpretation will be at the sole discretion of FiberNet.

**9. Excessive Bandwidth** – Unless you are a FiberNet Business Customer, You agree that You will not use continued and sustained excessive bandwidth as defined by the FiberNet Terms of Service in connection with Your use of the Service. If FiberNet determines, in its sole discretion, that You are using a continuous and sustained excessive amount of bandwidth as defined by the FiberNet Terms of Service or You are violating any of the above terms, FiberNet may take some or all of the following actions, in its sole discretion: 1) Seek a clarification of Your activity patterns; 2) Restrict Your continuous bandwidth utilization to the amount permitted by the FiberNet Terms of Service; 3) Require you to upgrade to a higher service; 4) Terminate your Service.

**10. Reselling or Reconfiguring the Service** – You may not resell the Service or redistribute or reconfigure the Service to allow others to use the Service in an illegal, fraudulent or inappropriate manner. Interpretation will be at the sole discretion of FiberNet.

**11. Excessive Use of FiberNet Outbound SMTP Mail Servers** – Use of FiberNet outbound SMTP mail servers is restricted to:

- (a) 100 recipients per message;
- (b) 250 outbound mail messages per hour.

**12. Copyright Infringement** – FiberNet respects the intellectual property rights of others and expects You to do the same. It is a violation of this Acceptable Use Policy to use the Service to unlawfully transmit or store copyrighted material. If FiberNet has a reasonable belief, in its sole judgment, that You have violated this Acceptable Use Policy, FiberNet shall take action as follows:

- (a) First offense – FiberNet attempt to notify You and provide a copy of the complaint, and assist You in removing the infringing material and/or securing Your wireless network;
- (b) Subsequent offenses – FiberNet will take additional measures as it deems appropriate to enforce its Acceptable Use Policy, including restriction of peer file sharing activities, suspension of service, and termination of service.

These actions are in addition to and not instead of any and all other remedies that we, or others, may have against You under the law.

If you believe your work has been copied in any way that constitutes infringement, please provide our Copyright Agent with the following information:

- (a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (b) A description of the copyrighted work that you claim has been infringed;
- (c) Identification of where the material (including the URL if possible) that you claim is infringing is located;
- (d) Your address, telephone number and email address;
- (e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
- (f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of claims of copyright infringement can be reached:

By mail:

General Manager

118 W. 6th Street

Monticello, MN 55362

E-mail: [service@fibernetmonticello.com](mailto:service@fibernetmonticello.com)

Phone: 763-314-0100

**13. Reporting Other Abuse** – To report other abuse of this Acceptable Use Policy (other than copyright infringement) - please email us at [abuse@FiberNet.com](mailto:abuse@FiberNet.com).