

# **ACCEPTABLE USE POLICY (AUP)**

**Effective October 14, 2008**

## **Section I - Networking AUP**

### **Internet Acceptable Use Policy**

This statement represents guidelines to the acceptable use of Eastern Oregon Telecom, LLC (EOT) for data communications. This AUP is applicable to all incoming or outgoing usage of EOT networks and EOT subscriber's networks. In such instances where data communications leave EOT systems and are carried by other networks or the Internet, EOT users and connecting networks are advised that the acceptable use policies of other networks are applicable, and must be respected.

EOT informs its users of its own policies, and requires its connecting networks to do the same.

#### **Purpose:**

EOT, the network owned and operated by EOT, has been established to:

- Provide high quality networking services to the business community and private users.
- Promote and enhance network and Internet access in the regions served by the EOT, currently consisting of portions of Oregon state.
- Promote the communities in which we live and provide service.
- Provide information about events sponsored by our communities.

#### **Requirements of Usage:**

- To respect the privacy of the users of EOT, and all networks accessible via EOT. To respect the legal protection provided by copyright, license, and other applicable legal devices to programs, communications, and data.
- To respect the integrity of computing systems, and to not use EOT to compromise same.

#### **Specifically Acceptable Uses:**

- Usage for private personal or business communications.
- Usage for public communications as suggested by the charters of USENET newsgroups, and the well known guidelines generally accepted by the users and news administrators of same.
- Usage for research or educational purposes.

- Usage for data communications in accordance with applicable laws.

### **Unacceptable Uses:**

- It is not acceptable to use EOT for illegal purposes.
- It is not acceptable to use EOT transmit threatening, obscene, or harassing materials.
- It is not acceptable to use EOT to interfere with or disrupt network users, services, or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertisement, inappropriate filing of Usenet Articles, and using the network to make unauthorized entry to any other machines accessible via EOT network connections.
- It is not acceptable to use EOT for the purposes of transmitting "Chain Letters", "broadcasting" messages to mailing lists or non consenting individuals, nor any other type of use which will result in congestion of the Internet, EOT connecting networks or which would significantly interfere with the connectivity of others.
- It is not acceptable to use EOT for any malicious purpose.

### **Violation of AUP:**

EOT will review alleged violations of any Acceptable Use Policy on a case-by-case basis. Violations of policy may result in termination of EOT services to the subscribing customer and network services to all others. Usage of EOT network constitutes an agreement to abide by these guidelines.

## **Section II: Site Specific Policy - (As Applicable)**

### **Site Policy:**

- As a customer of EOT you understand and accept these provisions and agree to pay for services according to the policies currently in effect.
- If EOT does not receive your payment when due, your account may be terminated. Termination of your account does not remove your responsibility under this agreement to pay all fees incurred up to the date the account was canceled including any collection fees incurred by EOT.
- EOT makes no warranties of any kind, whether expressed or implied, including any implied warranty of merchantability or fitness of this service for a particular purpose. EOT takes no responsibility for any damages suffered by you including, but not limited to, loss of data from delays, non delivery, mis-delivery or service interruptions caused by EOT own negligence or your errors and/or omissions.
- Customer is required to maintain all computing devices connected to EOT networks and EOT subscriber's networks free of viruses, worms, Trojan horses and any other malware that interferes with any other customer's service or the normal operation of the network. Normally this requires the purchase, installation and weekly updating of a major, third party anti-virus software, AND regular Windows update patching of Windows operating systems to repair the constant

stream of new flaws discovered. Some form of firewall is strongly advised. The Customer's failure to keep its system(s) pest free and patched may result in suspension of service at EOT sole discretion and may result in cancellation of service for repeat violations.

- EOT services may only be used for lawful purposes. Transmission of any material in violation of any U.S. or state regulation is prohibited. This includes, but is not limited to, copyrighted material, threatening or obscene material or material protected by trade secret. You agree to indemnify and hold harmless EOT from any claims resulting from your use of this service which damages you or another party. At our discretion, we may revoke your access for inappropriate usage.
- Use of any information obtained via this service is at your own risk. EOT specifically denies any responsibility for the accuracy or quality of information obtained through our services.
- If you use another organization's networks or computing resources, you are subject to their respective permission and usage policies.
- These provisions are subject to change without notice. A current copy will always be available on-line, reachable from the EOT Home Page. Continued usage of your account after a new policy has gone into effect constitutes acceptance of that policy. We encourage you to regularly check the policy statement for any changes. (The effective date at the top will be updated to indicate a new revision).
- Customer will notify EOT of any changes in account information such as name, address and/or phone number within five (5) business days of the changes.
- Personal Accounts may be shared with family members of the subscribing household. Business accounts may be shared by employees of the subscribing business. No other sharing of accounts is permitted. However, only one Modem may be in use at one time per account.
- EOT reserves the right to cancel this service and reimburse subscribers with any unused fees where appropriate on a pro rata basis.
- Except for customers who have a term contract for service, you may cancel your account at any time upon prior written notice to us. We will reimburse you for any unused fees where appropriate on a prorated basis.
- The use of Bots, Mud-Clients, and auto-run or background processes is acceptable. However, one may not run multiple bots, nor may one run bots which are designed to annoy or hinder others, nor may one run any program which uses extraordinary CPU or memory resources of any EOT server.
- If a server expressly forbids the use of BOTS, you must not use them on that server. Choose a server that allows them.
- Usenet postings must be appropriately filed, again please see the AUP for further details on this issue.

### **Fair Use:**

- Users are expected to follow reasonable guidelines of net etiquette.
- Users are required to respect the guidelines of EOT AUP. All networks have AUPs and EOT makes its users aware that they exist and requires its users to abide by them.

With respect to the above rules, EOT is committed to Freedom of Speech and the User's Right to Privacy. We make no effort to monitor and accept no responsibility for User Mail or News postings. Users are responsible for taking proper precautions to insure the security of their account.

These provisions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and provisions or any order submitted.

Please note that this site contains links to outside services that are not a part of, are not controlled by and are not endorsed by EOT. The Internet content provided by these outside services is beyond the control of EOT and may be changed or removed by those services at any time without prior notice. Links are presented solely for EOT customer convenience in no particular order.

### **Digital Millennium Copyright Act Policy:**

EOT is an Online Service Provider under Title II of the Digital Millennium Copyright Act, 17 U.S.C. Section 512 ("DMCA"). EOT respects the legitimate rights of copyright owners, and has adopted an efficient notice and takedown procedure as required by the DMCA and described herein. This policy is intended to guide copyright owners in utilizing that procedure, and also to guide webmasters in restoring access to websites that are disabled due to mistake.

Notice to Owners of Copyrighted Works.

The DMCA provides a legal procedure by which you can request any Online Service Provider to disable access to a website where your copyrighted work(s) are appearing without your permission. There are two parts to the legal procedure:

- Writing a Proper DMCA Notice, and
- Sending the Proper DMCA Notice to EOT's Designated Agent.

### **How to Write a Proper DMCA Notice**

A Proper DMCA Notice will notify EOT of particular facts in a document signed under penalty of perjury. We refer to this as a "Proper DMCA Notice." To Write a Proper DMCA notice, please provide the following information:

Identify yourself as either:

- The owner of a copyrighted work(s), or
- A person "authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

State your contact information, including your TRUE NAME, street address, telephone number, and email address.

Identify the copyrighted work that you believe is being infringed, or if a large number of works are appearing at a single website, a representative list of the works.

Identify the material that you claim is infringing your copyrighted work, to which you are requesting that EOT disable access over the World Wide Web.

Identify the location of the material on the World Wide Web by providing "information reasonably sufficient to permit EOT to locate the material."

State that you have "a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agents, or the law."

State that the information in the notice is accurate, under penalty of perjury.

Sign the notice with either a physical or electronic signature.

### **Sending The Proper DMCA Notice to the Designated Agent**

To exercise your DMCA rights, you must send your Proper DMCA Notice to the following agent designated by EOT (the "Designated Agent".) The contact information for EOT's Designated Agent is:

**Email: [abuse@eotnet.net](mailto:abuse@eotnet.net)**

### **What We Do When We Receive A Proper DMCA Notice**

EOT will follow the procedures provided in the DMCA, which prescribe a notice and takedown procedure, subject to the webmasters right to submit a Counter-notification claiming lawful use of the disabled works.

### **Notice and Takedown Procedure**

It is expected that all users of any part of the EOT system will comply with applicable copyright laws. However, if EOT is notified of claimed copyright infringement, or otherwise becomes aware of facts and circumstances from which infringement is apparent, it will respond expeditiously by removing, or disabling access to, the material that is claimed to be infringing or to be the subject of infringing activity. EOT will comply with the appropriate provisions of the DMCA in the event a counter notification is received by its Designated Agent.

### **Notice to Users of EOT Systems**

Pursuant to the Terms of Service Agreement you agreed to when you were permitted to become a System User, you are required to use only lawfully-acquired creative works as website content, and your website may be disabled upon receipt of notice that infringing material is appearing there. (EOT also respects the legitimate interests of webmasters in

utilizing media content lawfully, being permitted to present a response to claims of infringement, and obtaining timely restoration of access to a website that has been disabled due to a copyright complaint.)

Your System Use privileges will also be suspended. You may protest a DMCA notice by submitting a Counter-notification as described below.

## **Writing and Submitting a Counter-notification**

If access to your website is disabled due to operation of the EOT notice and takedown procedure described above, and you believe the takedown was improper, you must submit a Counter-notification.

### **Writing a Counter-notification**

To Write a Proper Counter-notification, please provide the following information: State that access to your website was disabled due to operation of the notice and takedown procedure.

Identify the material that has been removed and designate its URL prior to removal.

State, under penalty of perjury:

- Your name, address, and telephone number,
- That you "have a good faith belief that the material was removed or disabled as result of mistake or misidentification of the material,
- That you "consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located."

### **Sending the Counter-notification**

To exercise your DMCA rights, you must send your Counter-notification to the "Designated Agent" for EOT, whose contact information is:

**Email: [abuse@eotnet.net](mailto:abuse@eotnet.net)**

### **Repeat Infringers**

If a customer is violating the Company's DMCA Policy or any of the Terms & Conditions, they will be subject to immediate termination. Furthermore, repeat infringers will not be tolerated.

### **Accommodation of Standard Technical Measures**

It is EOT's policy to accommodate and not interfere with standard technical measures it determines are reasonable under the circumstances, i.e., technical measures that are used by copyright owners to identify or protect copyrighted works.

### **Policy With Regard To Non-Compliant Communications**

EOT has discretion to handle non-compliant notices in whatever manner appears to be reasonable given the circumstances presented.

### **Submission of Misleading Information**

The submission of misleading information of any sort in a notification or counter-notification submitted to EOT voids any claim of right made by the submitting party.

Please address all questions or comments regarding this policy statement to EOT.