

# ACCEPTABLE USE POLICY

This Acceptable Use Policy document, including the following list of Prohibited Activities, is an integral part of your Service Agreement with PROJECT MUTUAL TELEPHONE COOPERATIVE ASSOCIATION, INC. ("PMT"). If you engage in any of the activities prohibited by this AUP document PMT may suspend or terminate your account.

PMT's Acceptable Use Policy (the "Policy") for PMT Services is designed to help protect PMT, PMT's Services, our subscribers and the Internet community in general from irresponsible inappropriate or, in some cases, illegal activities. The Policy is a non-exclusive list of the actions prohibited by PMT. PMT will not block access to, nor discriminate against, any lawful website or Internet application and support the ability of users to attach equipment, of their choice, to their home network as long as the equipment is used for lawful purpose and follows PMT's AUP guidelines. Transparency, no blocking and no unreasonable discrimination has been made for all PMT services. PMT reserves the right to modify the Policy at any time, effective upon posting at <http://www.pmt.org/aup> .

The Internet is a conglomeration of on-line data bases operated by distinct entities having no business or legal relationship with PMT. PMT has no input whatsoever as to the content of Internet data accessed via the service. Members are solely responsible for any value or reliance they place on information they obtain via the Internet or the service. Information derived from the Internet is provided "as is" and at the member's own risk. PMT warrants only that it shall, subject to the terms and conditions of this AUP, provide member access to the Internet and makes no other warranties. Members specifically agree to defend, indemnify, and hold harmless PMT, its agents, officers, directors, employees, successors, and assigns, from any claim, loss, or damage, including costs and attorney's fees, arising out of or related to act or omission of a member, including without limitation the member's causation of such damages or injury, directly or indirectly, to any party. This AUP shall be construed under the laws of the State of Idaho and Idaho Courts shall have jurisdiction over PMT and its members.

## **Prohibited Uses of PMT Systems and Services:**

1. Transmission, distribution or storage of any material in violation of any applicable local, state federal or international law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.
2. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through PMT's servers is prohibited. Likewise, the sending of UBE

from another service provider advertising a web site, email address or utilizing any resource hosted on PMT's servers, is prohibited. PMT accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or that of the other provider.

3. Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. Purchasing lists of email addresses from 3rd parties for mailing to from any PMT-hosted domain, or referencing any PMT account, is prohibited.

4. Any use which interferes with or disrupts the network or its users, services or equipment. Using PMT equipment to send harassing or threatening messages, "mail bombs" or e-mails with "forged" headers is also prohibited. Posting of News messages with "forged" headers, without clearly identifying the source in the message or providing Newsfeeds to others using PMT as an upstream provider is prohibited.

5. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, denial of service attacks.

6. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at [www.spamhaus.org/rokso](http://www.spamhaus.org/rokso).

7. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking"). Sharing an account to provide Internet access to persons or entities other than the licensee.

8. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.

9. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any PMT customers, end-users or devices by any means or device.

10. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the PMT network or on another provider's network.

11. PMT has a zero tolerance policy regarding attacking equipment or using PMT equipment to perform attacks. Using PMT's Services to interfere with the use of the PMT network by other customers or authorized users.

12. Security is the sole responsibility of the end user of any and all devices connected to PMT services unless PMT owned. All wireless networks connected to PMT services should have security applied to mitigate threats and equipment being compromised.

## **Customer Responsibility for Customer's Users**

Each PMT customer is responsible for the activities of its users and, by accepting service from PMT, is agreeing to ensure that its customers/representatives or end-users abide by this Policy. Complaints about customers/representatives or end-users of a PMT customer will be forwarded to the PMT customer's postmaster for action. If violations of the PMT Acceptable Use Policy occur, PMT reserves the right to terminate services with or take action to stop the offending customer from violating PMT's AUP as PMT deems appropriate, without notice.

Last Modified: 11/10/11