

Glenwood Telecommunications, Inc.

Acceptable Use Policy (AUP)

All customers should read this document. You are responsible for the policy written here, and your account WILL BE DISABLED WITHOUT WARNING if you violate it. (Information about reporting abuse of this policy is provided below.)

Policy Introduction

Unlike in the area of regulated common carrier services, certain activities of Customers and Users of Internet services, including Hosting (collectively referred to herein as "IP related Services") may expose providers of those Services, such as Glenwood Telecommunications, Inc. ("Glenwood"), to claims of civil or criminal liability or other legal sanctions. These activities may also disrupt or degrade Glenwood's IP related Services. Moreover, because of various conventions used in the industry (including blocking, filtering and blacklisting) these activities may impair Glenwood's ability to interconnect with other IP related Service providers. These activities may relate to the content stored by Customers or Users, to content of the messages transmitted by Customers or Users or to the nature of the transmissions themselves such as sending large numbers of unsolicited messages (Spam).

While Glenwood does not normally monitor the stored content or transmissions of its Customers, we must be able to respond to complaints by governmental authorities, affected parties and other Internet Service Providers. Glenwood has adopted this "Acceptable Use Policy" ("AUP") in an attempt to balance interference or risk of harm arising from its Customers' use of Glenwood's IP related Services with the interests of those who may be affected by such use. Because the rules in this area are in a state of development, this AUP may change from time to time.

AUP Coverage

The AUP applies to all Customers and Users of Glenwood's IP related Services. If a Customer violates the AUP or permits its Users to do so, Glenwood may, depending on the nature and severity of the violation, suspend or terminate service, as provided below. If a User (other than a Customer) violates the AUP, Glenwood may suspend service for so long as necessary for steps to be taken which, in Glenwood's reasonable judgment, will prevent the violation from continuing or reoccurring.

Notice

When feasible, Glenwood shall provide Customers with written notice via e-mail or otherwise of an AUP violation so that such violation may be corrected without impact on service. Glenwood reserves the right, however, to act immediately and without notice to suspend or terminate service in response to a court order or government notice that certain conduct must be stopped or when Glenwood reasonably determines (1) that it may

be exposed to sanctions or prosecution; (2) that such violation may cause harm to or interfere with the integrity or normal operations or security of Glenwood's network or networks with which Glenwood is interconnected or interfere with another Customer's use of Glenwood Services or the Internet; or (3) that such violation otherwise presents imminent risk of harm to Glenwood or Glenwood's Customers or their respective employees. **In other situations, Glenwood will use reasonable efforts to provide, at least 5 business days notice before suspending or terminating service.**

PROHIBITED ACTIONS

Glenwood is committed to remaining in compliance with laws and regulations governing use of the Internet and e-mail transmissions, and to preserving for all of its Customers the ability to use Glenwood's network and the Internet without interference or harassment from other users. Glenwood prohibits use of its IP related Services in any ways that are unlawful, interfere with use of Glenwood's network or the Internet, infringe intellectual property rights, result in the use of Glenwood's Services for the publication of threatening or offensive material, constitute Spam/E-mail/Usenet abuse, or present security or privacy risks.

Unlawful Activities

Glenwood IP related Services shall not be used in connection with any criminal or civil violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Interference

Glenwood IP related Services shall not be used in a manner that interferes with any communications network or the usage or enjoyment of services received by others.

Intellectual Property

Glenwood IP related Service shall not be used to transmit, re-transmit, or store any content or to engage in any activity that infringes the intellectual property rights or privacy rights of Glenwood or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark, 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. While Glenwood reserves the right to restrict any actions alleged to violate the intellectual property rights of another party, it is not Glenwood's policy to decide whether claimed infringements are valid or not. Thus, while Customers consent to Glenwood's right to suspend service if Customer is alleged to be violating another's rights, Glenwood may also permit the continuing activity of its Customer despite allegations of an infringement where Customer in writing (1) fully assumes responsibility for its activity and (2) agrees to fully indemnify Glenwood for all damages, claims, expenses and attorneys fees as a result of the alleged infringement. Should Glenwood choose to permit the continued activity of its Customer at Customer's request, Glenwood may require a bond securing it for the full amount of potential indemnification, which amount shall be determined in Glenwood's reasonable judgment.

Offensive or Threatening Material or Content

Glenwood IP related Services shall not be used to host, post, transmit, or re-transmit any content or material that is threatening, harassing, obscene, indecent, pornographic, hateful, malicious, racist, defamatory, libelous, treasonous, excessively violent or promotes the use of violence, or provides instruction, information or assistance in causing or carrying out violence against any government, organization, group or individual, or provides guidance, information or assistance with respect to causing damage or security breaches to Glenwood's network or to the network of any other IP related Service provider.

Spam/E-mail/Usenet Abuse

Spam/E-mail/Usenet Abuse is prohibited on Glenwood IP related Services. Examples of Spam/E-mail/Usenet Abuse include but are not limited to the following activities:

- using another site's mail server to relay mail without the express permission of the site;
- using IP addresses that the Customer does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending electronic messages with petitions for signatures, or any chain mail related materials;
- sending unsolicited electronic messages with charity requests;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the Glenwood IP related Services or the Internet (e.g., through language, frequency, size or otherwise);
- sending bulk (i.e., twenty-five or more recipients) electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- distributing or using software designed to promote the sending of unsolicited bulk electronic messages;
- using distribution lists containing addresses that include those who have opted out;
- posting a single message, or messages similar in content, that could reasonably be expected to provoke complaints, to more than 10 online forums or newsgroups;
- posting messages to or canceling or superseding messages on an online forum or newsgroup in a manner that violates the rules of the forum or newsgroup or that contain forged header information; and
- sending bulk electronic messages in quantities that exceed standard industry norms or that create the potential for disruption of the Glenwood network or of the networks with which Glenwood interconnects.

Security Violations

Glenwood Services may not be used to interfere with, to gain unauthorized access to or otherwise violate the security of Glenwood's or another's server, network, personal computer, network access or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of Security Violations include but are not limited to:

- intercepting, interfering with or redirecting e-mail intended for third parties, or any form of network monitoring, scanning or probing, or other action for the unauthorized interception of data or harvesting of e-mail addresses;
- attempting to attack, breach, circumvent or test the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data (except in the case of authorized legitimate network security operations);
- using any program, file, script, command or the transmission of any message or content of any kind, designed to interfere with a terminal session or the access or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security, including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- falsifying packet header, sender, or User information whether in whole or in part to mask the identity of the sender, originator or point of origin; and
- distributing viruses, worms, trojan horses or other harmful software.

CUSTOMER RESPONSIBILITIES

Customers remain solely and fully responsible for their Content.

Customers are responsible for maintaining the basic security of their systems, including implementation of necessary patches and operating systems updates, to prevent use by others in a manner that violates this AUP. Examples of failure to provide basic security include but are not limited to improperly securing a mail server so that it may be used by others to distribute Spam and improperly securing an FTP server so that it may be used by others to illegally distribute copyrighted material. Customers are responsible for taking corrective actions on vulnerable or exploited systems to prevent abuse.

INCIDENT REPORTING

Any complaints (other than claims of copyright or trademark infringement) regarding the violation of this AUP by an Glenwood Customer or User should be directed to info@gtmc.net. Where possible, include details that would assist Glenwood in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

All copyright and trademark infringement claims should be made in accordance with the process detailed in Glenwood's policy on copyright and/or trademark infringement and directed to the designated agent listed below:

Manager of Network Operations
Address: 510 West Gage, Blue Hill, Nebraska, 68930
Telephone Number: (402) 756-3131
Facsimile Number: (402) 756-3134
E-mail Address: info@gtmc.net

REVISIONS TO THIS AUP

Glenwood may modify this AUP at any time and post to Glenwood's AUP web site (<http://www.gtmc.net/policies/>). Notice of any change to this AUP may also be provided via electronic or regular mail.

Glenwood Telecommunications, Inc.

Trademark/Copyright Infringement Policy

All customers should read this document. You are responsible for the policy written here, and your account WILL BE DISABLED WITHOUT WARNING if you violate it. (Information about reporting abuse of this policy is provided below.)

Policies for considering trademark and/or copyright infringement claims made to Glenwood Telephone Membership Corporation, Glenwood Telecommunications, Inc., or any other Glenwood affiliated service.

I. Copyright Claims. Glenwood Telecommunications, Inc., “Glenwood” will request the Complaining Party to substantiate a copyright claim by providing Glenwood with the following information in writing to:

Service Provider: Glenwood Telecommunications, Inc., 510 West Gage Street, Blue Hill, Nebraska, 68930

Manager of Network Operations

Telephone Number of Designated Agent: (402) 756-3131

Facsimile Number of Designated Agent: (402) 756-3134

E-mail Address of Designated Agent: info@gtmc.net

To be effective, a notification of a claimed copyright infringement must be provided in writing to Glenwood's above-listed Designated Agent and must include the following information:

- A.** A physical or electronic signature of the owner of or a person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed.
- B.** Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- C.** Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Glenwood to locate the material.
- D.** Information reasonably sufficient to permit Glenwood to contact the Complaining Party, such as an address, telephone number, and, if available, an electronic mail address at which the Complaining Party may be contacted.
- E.** A statement that the Complaining Party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- F.** A statement that the information in the notification is accurate, and under

penalty of perjury, that the Complaining Party is the owner of or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

II. For Copyright Claims, upon receipt of appropriate written notification from the Complaining Party, pursuant to Section I above, Glenwood will remove or disable access to the material that is claimed to be infringing.

III. If the Complaining Party provides Glenwood with appropriate written notification, pursuant to Section I above, including information reasonably sufficient to permit Glenwood to locate and remove or disable the material in question or includes information concerning repeat infringement, then Glenwood will forward the Complaining Party's written notification to such alleged infringer (hereinafter "Subscriber") and shall take reasonable steps promptly to notify the Subscriber that it has removed or disabled access to the material.

IV. Counter Notification. A Subscriber may provide Counter Notification by providing a written communication to Glenwood's Designated Agent identified in Section I above that includes substantially the following:

- A.** A physical or electronic signature of the Subscriber.
- B.** Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- C.** A statement under penalty of perjury that the Subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- D.** The Subscriber's name, address, and telephone number, and a statement that the Subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the Subscriber's address is outside of the United States, for any judicial district in which Glenwood may be found, and that the Subscriber will accept service of process from the Complaining Party or an agent of such Party.

V. Upon receipt of a Counter Notification described in Section IV, Glenwood shall promptly provide the Complaining Party with a copy of the Counter Notification, and inform such Party that it will replace the removed material or cease disabling access to it in 10 business days. Glenwood will replace the removed material and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless Glenwood's Designated Agent first receives notice from the Complaining Party that such Complaining Party has filed an action seeking a court order to restrain the Subscriber from engaging in infringing activity relating to the material on Glenwood's system or network.

VI. Trademark Claims. Glenwood will request the Complaining Party to substantiate a Trademark Claim by providing Glenwood with the following in writing to Glenwood Telecommunications, Inc., 510 West Gage Street, Blue Hill, Nebraska, 68930:

- A.** Provide sufficient evidence that the party posting the trademark that is claimed to be infringing is a Glenwood Service account holder.
- B.** The trademark, service mark, trade dress, name, or other indicia of origin ("mark") that is claimed to be infringed.
- C.** The name, post office address and telephone number of the owner of the mark identified above.
- D.** The goods and/or services covered by or offered under the mark identified in B above.
- E.** The date of first use of the mark identified above.
- F.** The date of first use in interstate commerce of the mark identified above.
- G.** The mark the Complaining Party believes is an infringement of its mark.
- H.** The goods and/ or services covered by or offered under the mark claimed to be infringing.
- I.** The precise location of the mark that is claimed to be infringing, including electronic mail address, etc.
- J.** A good faith certification, signed under penalty of perjury, stating:
 - (i)** that the mark [identify mark] infringes the rights of another party,
 - (ii)** the name of such said party,
 - (iii)** the mark [identify mark] being infringed, and
 - (iv)** that use of the mark [identify mark] claimed to be infringing at issue is not defensible.

VII. Upon receipt of the appropriate information identified in Section VI above, for Trademark Claims, Glenwood will initiate an investigation. While Glenwood is investigating the claim, Glenwood, at its sole discretion and without any legal obligation to do so, may notify the posting party it will suspend the posting party's Glenwood Internet Service account and/or if it is solely stored on a Glenwood server, temporarily remove or deny access to the challenged material.

VIII. If Glenwood concludes that the Complaining Party has raised a legitimate Trademark Claim, it may, at its sole discretion and without any legal obligation to do so, continue to suspend the posting party's Internet Service account and/or if it is solely stored on a Glenwood server, deny access to the challenged material. If Glenwood concludes that Complaining Party has not raised a legitimate claim, Glenwood will restore access to the challenged material.

IX. Notification to subscribers and account holders. It is Glenwood's policy to provide for the termination, in appropriate circumstances, of Glenwood's subscribers and account holders who are repeat infringers of copyrighted works, trademarks or any other intellectual property.

Revisions to this Policy

Glenwood may modify this policy at any time and post to Glenwood's AUP web site (<http://www.gtmc.net/policies/>). Notice of any change to this AUP may also be provided via electronic or regular mail.