

## **Internet & Telephone, LLC Acceptable Use Policy**

As an Integrated Communications Provider ("ICP"), Internet & Telephone, LLC offers its subscribers the means to acquire and disseminate a wealth of public, private, commercial and non-commercial information. Internet & Telephone, LLC also wants its subscribers to be fully informed of their rights and obligations -- and those of Internet & Telephone, LLC -- in connection with their use of the Internet. This Network Access Policy, which supplements and explains certain terms of each Customer's Services Agreement ("Services Agreement"), is intended as a plain English guide to those rights and obligations.

The fundamental fact about the Internet is that no one --neither Internet & Telephone, LLC, nor anyone else -- owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that Internet & Telephone, LLC cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because Internet & Telephone, LLC cannot monitor and censor the Internet, and will not attempt to do so, Internet & Telephone, LLC cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable or offensive Internet communications.

When subscribers disseminate information through the Internet, they also must keep in mind that Internet & Telephone, LLC does not review, edit, censor or take responsibility for any information its subscribers may create. This places on subscribers what will be, for most, an unfamiliar responsibility. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation and other harmful speech. Also, because the information they create is carried over Internet & Telephone, LLC facilities and may reach a large number of people, including both subscribers and nonsubscribers of Internet & Telephone, LLC, subscribers' postings to the Internet may affect other subscribers and may harm Internet & Telephone, LLC's goodwill, business reputation and operations. For these reasons, subscribers violate Internet & Telephone, LLC policy and the Master Services Agreement when they, their affiliates or subsidiaries engage in the following activities:

- Spamming -- Unsolicited, commercial mass e-mailing (known as "spamming") is a strongly disfavored practice among Internet users and service providers. It is particularly harmful not only because of its negative impact on consumer attitudes toward Internet & Telephone, LLC, but also because it can overload Internet & Telephone, LLC's equipment and disrupt service to Internet & Telephone, LLC subscribers.
- Copyright Violation -- Violation of copyrights held by individuals and corporations or other entities can result in civil and criminal liability for the infringer, and can involve the ICP in litigation and possible loss of reputation.
- Distribution and/or Transmission of Obscene or Indecent Speech or Materials -- Violation of indecency and obscenity laws can result in criminal penalties.

- Defamation -- Defamatory speech distributed over the Internet can result in civil liability for the defamer and litigation against the ICP whose facilities were used to distribute the defamatory material.
- Illegal/Unauthorized Access to Other Computers or Networks -- The illegal or unauthorized accessing (often known as "hacking") of computers or networks carries potential civil and criminal penalties under both federal laws and the laws of most states.
- Distribution of Internet Viruses, Worms, Trojan Horses and Other Destructive Activities -- Distribution of Internet viruses, worms, Trojan horses and other destructive activities, such as hacking, can result in serious civil and or criminal liability under federal and state law.
- Export Control Violations -- The law limits the ability of persons to export encryption software, over the Internet or otherwise, to points outside the United States.
- Other Activities, whether lawful or unlawful, that Internet & Telephone, LLC determines to be harmful to its subscribers, operations or reputation, including any activities that restrict or inhibit any other user from using and enjoying the service or the Internet.

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. Internet & Telephone, LLC will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with Internet & Telephone, LLC policy or applicable law. When Internet & Telephone, LLC becomes aware of harmful communications, however, it may take any of a variety of actions. Internet & Telephone, LLC may remove information that violates its policies, implement screening software designed to block offending transmissions, or take any other action it deems appropriate, including termination of a subscriber's contract with Internet & Telephone, LLC.

Internet & Telephone, LLC also is aware that many of its subscribers are, themselves, providers of Internet services, and that information reaching Internet & Telephone, LLC's facilities from those subscribers may have been originated by customers of those subscribers or other third parties. Internet & Telephone, LLC does not require its subscribers who offer Internet services to monitor or censor transmissions created by customers of its subscribers. At the same time, subscribers who knowingly transmit materials that violate law or Internet & Telephone, LLC policy are, themselves, in violation of Internet & Telephone, LLC policy. Similarly, Internet & Telephone, LLC anticipates that subscribers who offer Internet services will cooperate with Internet & Telephone, LLC in any corrective action that Internet & Telephone, LLC deems necessary, in order to correct and prevent the transmission of material that is harmful to Internet & Telephone, LLC or its subscribers. Failure to cooperate with such corrective and preventive measures is a violation of Internet & Telephone, LLC policy.

Internet & Telephone, LLC also is concerned with the privacy of on-line communications. In general, the Internet is neither more nor less secure than other common communications media, including mail, facsimile and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, Internet & Telephone, LLC urges its subscribers to assume that all of their on-line communications are insecure.

Internet & Telephone, LLC can not take any responsibility for the security of communications transmitted over Internet & Telephone, LLC's facilities. Internet & Telephone, LLC will comply

fully, however, with all applicable laws concerning the privacy of its subscribers' on-line communications. In particular, Internet & Telephone, LLC will not intentionally monitor or disclose any private electronic mail messages sent or received by its subscribers unless required to do so by law. Internet & Telephone, LLC may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, Internet & Telephone, LLC may be required to disclose information transmitted through its facilities in order to comply with court orders, statutes, regulations or governmental requests. Finally, Internet & Telephone, LLC may disclose information transmitted over its facilities where necessary to protect Internet & Telephone, LLC and its subscribers from harm, or where such disclosure is necessary to the proper operation of the system.

**Internet & Telephone, LLC expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate Internet & Telephone, LLC policy. Finally, Internet & Telephone, LLC wishes to emphasize that in signing the Master Services Agreement, subscribers indemnify Internet & Telephone, LLC for any violation of the subscriber of the Master Services Agreement, or of law or Internet & Telephone, LLC policy, that results in loss to Internet & Telephone, LLC or the bringing of any claim against Internet & Telephone, LLC. This means that if Internet & Telephone, LLC is sued because of activities of the subscriber that violate any law, the Master Services Agreement or this policy (which is part of the Master Services Agreement), the subscriber will pay any damages awarded against Internet & Telephone, LLC, plus costs and reasonable attorneys' fees.**

We hope this Policy Statement is helpful in clarifying the obligations of Internet users, including Internet & Telephone, LLC and its subscribers, as responsible members of the Internet.