



Maquoketa Valley
Electric Cooperative



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ACCEPTABLE USE POLICY

Contents

1. Introduction
2. Violation of this Acceptable Use Policy
3. Prohibited Uses and Activities
4. Customer Conduct
5. Network Management
6. Contact Information

This is Maquoketa Valley Electric Cooperative's Acceptable Use Policy ("AUP"). This AUP governs the use of internet related services provided by Maquoketa Valley Electric Cooperative ("Cooperative"). All contractual terms also apply.

1. INTRODUCTION. In this AUP, "Service(s)" refers to any internet related service Customer receives from Cooperative or its affiliates including but not limited to dial-up, high speed internet access, dedicated internet access, managed service, web hosting, data center hosting, enterprise hosting, voice services, video services, or unified messaging. **By using any Service, Customer agrees to abide by and be bound by the terms and conditions of this AUP.** This AUP may be revised by Cooperative at any time by posting on our website at MVlink.coop.

2. VIOLATION OF THIS ACCEPTABLE USE POLICY. Violation of this AUP may result in Cooperative taking actions ranging from a warning to a suspension of privileges or termination of Services. Cooperative may, but is under no obligation to: (i) provide Customer with advance notice of an AUP violation, via e-mail or otherwise, and (ii) request that such violation be immediately corrected prior to taking action. Cooperative reserves the right to act immediately and without notice to suspend or terminate Services (x) in response to a court order or other legal requirement that certain conduct be stopped or (y) when Cooperative determines, in its sole discretion that the conduct may:

- Expose Cooperative to sanctions, prosecution or civil action;
- Cause harm to or interfere with the integrity or normal operations of Cooperative's networks or facilities;
- Interfere with another person's use of Cooperative Services or the Internet;
- Damage or disparage the reputation of Cooperative or its Services; or
- Otherwise present a risk of harm to Cooperative or Cooperative's customers or their employees, officers, directors, agents, or other representatives.

Cooperative (i) may refer potential violations of laws to the proper authorities, (ii) may cooperate in the investigation of any suspected criminal or civil wrong, and (iii) will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. Cooperative assumes no obligation to inform Customer that information has been provided to law enforcement authorities and, in some cases, may be prohibited by law from providing such notice. Cooperative shall not be liable for any damages of any nature suffered by Customer or any other user or third party resulting in whole or in part from Cooperative exercise of its rights under this AUP.

3. PROHIBITED USES AND ACTIVITIES.

General Use Policy: Customer is responsible for complying with the AUP. Customer is also responsible for the actions of others who may be using the Services under Customer's account. Customer must respond in a timely manner to complaints concerning the Services. If Cooperative is alerted to or otherwise becomes aware of violations or potential violations of this AUP, Cooperative will take whatever measures it deems necessary and appropriate to stop or prevent those violations.

Abuse of e-mail; Spamming: Mass e-mailing and "mail-bombing" (sending mass e-mail or deliberately sending excessively large attachments to one recipient) are prohibited. Business-class accounts may have different volume limitations and usage will be judged by type of account and the use. Forging e-mail headers (transmission information) is prohibited. Using another computer, without authorization, to send e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin is prohibited. Use of e-mail to harass or intimidate other users is prohibited.

Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating e-mail, is a violation of this AUP and Cooperative reserves the right to seek damages and other available relief against Customer and/or any third parties as applicable. For purposes of this AUP, such violations are determined by Cooperative in its sole discretion.

No Resale/Sharing of Services: Customer is prohibited from reselling the Service or otherwise making the Service available to third parties (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by Service Agreement.

For residential accounts, Customer will not make the Services available to anyone other than family and household guests. Customer will not resell or redistribute, nor allow others to resell or redistribute, access to the Service in any manner, except as expressly provided in any agreement for Service. The limitation on resale or redistribution of access includes, but is not limited to, hosting applications such as the provision of e-mail, FTP, HTTP, VoIP, and Telnet Access. Although resale of such Services is prohibited, a business rate plan allows for the hosting of these services for the businesses' own purpose (ex. employee email, basic business website for marketing).

4. CUSTOMER CONDUCT.

Facilitating a Violation of this AUP: Customer is prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights, and pirate software.

Illegal Activity; Tortious Conduct: Any use of the Services to violate any local, state or federal law or regulation also violates this AUP. Prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials;
- Using the Services to deliver spyware, or secretly or deceptively obtain the personal information of third parties (e.g., phishing);
- Intentionally spreading computer viruses;
- Exporting software or technical information in violation of U.S. export control laws;
- Gaining unauthorized access to private networks;
- Engaging in the transmission of pirated software;
- Unauthorized copying, distribution or display of copyrighted material;
- Conducting or participating in illegal gambling;
- Soliciting for illegal pyramid schemes through e-mail or USENET postings;
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the Services;
- Threatening, harassing, abusing, or intimidating others;
- Engaging in activity, illegal or not, that Cooperative determines in its sole discretion to be harmful to its subscribers, operations, or networks;
- Making fraudulent offers of products, items or services; or
- Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of Cooperative.

Third Party Rules: Customer may have access through the Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, social networking sites or other services that promulgate rules, guidelines or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP. Cooperative reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.

5. NETWORK MANAGEMENT. As permitted by law, Cooperative may establish appropriate limitations on bandwidth, data storage, or other aspects of the Service by amending this AUP. Customer must comply with all such limitations prescribed by Cooperative.

Network Security: It is Customer's responsibility to ensure the security of network and the equipment that connects to the Services. Customer is required to take all necessary steps to secure and manage the use of the Services in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability.

Failing to secure system against abuse or fraudulent activity is a violation of this AUP. Customer is responsible for configuring and securing network and the Services to prevent unauthorized access to Customer's and/or the Cooperative's network. Customer is also responsible for any fraudulent activity that may occur due to failure to secure network and the Services. Customer will be responsible if unknown third parties utilize the Services at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior or engaging in any type of fraudulent conduct. Customer may not, through action or inaction (e.g. failure to secure network), allow others to use your network for illegal, fraudulent or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines.

Responsibility for Content: Customer is responsible for any content Customer offers or receives through the Service.

Password Security: If applicable, a password provides access to individual accounts. It is Customer's responsibility to keep this password secure. Customer is responsible for any and all access to or use of the Services through the account. Attempting to obtain another user's account password is prohibited.

Web Hosting and Data Center Hosting Surveillance: Cooperative performs routine surveillance of its networks in connection with its web hosting, data center hosting, and related services. Although Cooperative will not, as an ordinary practice, proactively monitor Customer's activities for violations of this AUP, there may be instances in which Cooperative through its routine surveillance finds violations of this AUP, and reserves the right to take whatever action it deems appropriate in its sole discretion.

6. CONTACT INFORMATION,

Contact for Reporting Abuse: Any party seeking to report a violation of this AUP may contact Cooperative via e-mail at netabuse@mvec.coop.

Contact for Copyright Infringement: Cooperative complies with the Online Copyright Infringement Liability Limitation Act of 1998, 17 USC 512 ("Act"). As required by the Act, Cooperative has a policy that reserves its right to terminate services to Customers who repeatedly infringe copyrights. If Cooperative receives a determination that any Customer or account holder has infringed another's copyright through the use of its system or network, Cooperative reserves the right to terminate service to that Customer after receiving notice of any further copyright infringement by that Customer. Cooperative accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

Maquoketa Valley Electric Cooperative
Attn: Net Abuse
109 N. Huber Street
Anamosa, IA 52205

or via e-mail to netabuse@mvec.coop