

**WEST CENTRAL TELEPHONE ASSOCIATION (“WCTA”) BROADBAND INTERNET ACCESS SERVICE (“SERVICE”)
ACCEPTABLE USE POLICY (“AUP”)**

INTRODUCTION

WCTA provides the Service to enable access to the Internet and related lawful services, applications, and content. WCTA makes the Service available to businesses, academic, governmental, and private customers for a fee established by WCTA.

GENERAL

By using the Service, you agree to abide and be bound by the terms and conditions of this AUP. All information transmitted through the network is unrestricted unless it is listed as unacceptable under this AUP. It is the Policy of WCTA to provide the Service to the broadest possible number of organizations connected to the Internet. This is made possible through the connectivity to one or more state, multi-state, regional, or national “backbone” networks. All information that exits on WCTA’s network and traverses the numerous other networks to which our network is directly or indirectly connected, must conform to the *acceptable use policies* of those networks.

PRIVACY

It is the responsibility of all individuals or organizations to:

1. Respect the privacy of others, and do not seek out private information or exploit or transfer such information electronically or by any other means. This includes but is not limited to passwords, confidential information, and modification of personal files.
2. Ethically use the service and respect the rights of others to use the service.

COPYRIGHT

It is the responsibility of all individual customers and organizations to respect the legal protection of copyrighted and licensed programs, data, and other information that may be accessed through the Internet.

WCTA complies with the Online Copyright Infringement Liability Limitation Act of 1998. 17 USC § 512 (“Act”). As required by the Act, we have a policy that reserves our right to terminate services to subscribers who repeatedly infringe copyrights. If we receive a determination that any subscriber has infringed another’s copyright through the use of the Service or our network, we reserve the right to terminate Service to that subscriber after receiving notice of any further copyright infringement by that subscriber. WCTA 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:

By mail:

Travis Floyd
West Central Telephone
PO Box 304
308 Frontage Road
Sebeka, MN 56477

By phone:

218-837-5151

By email:

dmca@wcta.net

UNACCEPTABLE USE

You are responsible for complying with this AUP. You are also responsible for the actions of others who may be using the Service under your account. The following uses are prohibited under this AUP:

- Use of the Service in violation of any law, regulation, or ordinance.
- Unauthorized copying, distribution, sharing, uploading, downloading, or display of copyrighted material.
- Exporting software or technical information in violation of U.S. export control laws.
- Posting or emailing of scams such as 'make-money-fast' schemes or 'pyramid/chain' letters.
- Threatening bodily harm or property damage to individuals or groups.
- Making fraudulent offers of products, items, or services.
- Attempting to or gaining unauthorized access to accounts, networks, systems, or information or data of others, or attempting to penetrate security measures any system or network, sometimes known as “hacking.”
- Use of any program or E-mail that propagates computer worms, virus’, or transmissions of any type that will disrupt, disable, or impede the recipient’s facilities or equipment.
- Distribution of unsolicited advertising
- Any action that will disrupt and/or cause facilities to overload (spamming or flaming).
- Reselling the Service, unless a contract for resale has been approved by WCTA.

- Allowing access to the Service beyond your household or business, either by wireless technology or by running wired service to another physical location, unless approved by West Central Telephone Association.
- Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating email. For purposes of this AUP, such violations are determined by WCTA in its sole discretion.
- Any other harmful, offensive, or unlawful activity including, without limitation:
 - Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials;
 - Using the Service to deliver spyware, or secretly or deceptively obtain the personal information of third parties (phishing, etc.);
 - Engaging in the transmission of pirated software;
 - Conducting or participating in illegal gambling, soliciting for illegal pyramid schemes through electronic mail or USENET postings;
 - Violating rules, regulations, and policies applicable to any network, server, computer database, website, or ISP that you access through the Service;
 - Threatening, harassing, abusing, or intimidating others;
 - Engaging in activity, illegal or not, that WCTA determines in its sole discretion, to be harmful to its subscribers, operations, or networks;
 - 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 WCTA.

NETWORK MANAGEMENT

WCTA may establish appropriate limitations on bandwidth, data storage, or other aspects of the Service. Subscribers must comply with all limitations prescribed by WCTA.

For more see WCTA's Open Internet Disclosure Policy, available at: <https://www.wcta.net/legal/net-neutrality-and-broadband-disclosures/>

RESPONSIBILITY

All users of the Service, whether organizations or home users are responsible for making this policy known to all users of the service. The ultimate responsibility for assuring the acceptability of use according to this policy is with the individual end-user who originates the communication.

ENFORCEMENT

WCTA will review alleged violations of this policy on a case-by-case basis. A violation of this policy may result in denying the user access to the Internet, termination of Service, and forfeiture of all fees paid. WCTA reserves the right to make all final decisions about whether a customer is in compliance or noncompliance with this AUP. WCTA reserves all rights and remedies under applicable law to enforce this AUP and obtain redress for violations.

WCTA's enforcement of this AUP remains discretionary except where required by law. WCTA assumes no liability for any failure to enforce this AUP.

Evidence of illegal activities may be reported to the appropriate law enforcement agency.

MODIFICATION

WCTA has the right to modify this policy at any time. Customers should check periodically on the www.wcta.net website for updates.

INFORMATION

Questions about this policy may be directed to E-mail: wcp@wcta.net; Mail: WCTA, PO Box 304, Sebeka, MN 56477; or Telephone: 218-837-5151.