

CHARITON VALLEY COMMUNICATIONS CORPORATION

ACCEPTABLE USE POLICY

This Acceptable Use Policy (“AUP” or “Agreement”) is a legally binding agreement between you (“Customer” or “You” or “User” or “Account Owner”) and Chariton Valley Communications Corporation (“Chariton Valley”) for use of Chariton Valley’s broadband and voice services (“Services”), and this AUP supersedes any other written or oral agreement. By establishing an account and/or by using or activating Services, Customer agrees to be bound by this AUP and to use the Services in accordance with this AUP and other Chariton Valley policies posted on Chariton Valley’s website, including but not limited to Chariton Valley’s Terms of Service, Internet Transparency Statement, DMCA Policy, and Privacy Policy. Chariton Valley may modify this AUP, the Services, and the terms and conditions and prices of the Services from time to time. Chariton Valley reserves the right in its sole discretion to deny or restrict your use of the Services, or immediately to suspend or terminate your Services, without notice, if the use of your Services by You or anyone using the Services, in our sole discretion, violates the Terms of Service or other Service Provider policies, is objectionable or unlawful, interferes with the functioning or use of the Internet or Chariton Valley’s network by Chariton Valley or other users, or violates the terms of this AUP.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AUP, YOU MAY NOT ACCESS OR USE THE SERVICES.

PURPOSE

This AUP is intended to help enhance the use of the Internet by preventing unacceptable use and it is designed to help protect Chariton Valley’s assets, the integrity of Chariton Valley’s network, the assets of Chariton Valley’s customers, and the Internet community from irresponsible or illegal activities of Chariton Valley’s customers and users. These activities may disrupt or degrade Services; pose a threat to Chariton Valley’s assets; expose Chariton Valley (or other providers of Internet services or voice services) to claims of civil or criminal liability or other legal sanctions. Because of various conventions used in the industry (including blocking, filtering, and blacklisting), these activities may impair Chariton Valley's ability to interconnect with other providers of Internet services and voice services. These activities may relate to the content stored or transmitted by Customers or authorized users or to the nature of the transmissions themselves, such as sending large numbers of unsolicited messages (“spam”). Customers are responsible for avoiding the prohibited activities and strictly following the AUP terms set forth herein.

The policies set forth in this Agreement are non-exclusive; any action about which there is doubt should be referred to Chariton Valley for evaluation. If you do not agree to these policies, please notify our business office toll free at (888) 284-9930 so we may discontinue your account. In summary, it is not acceptable to use the Chariton Valley network for any purpose that violates local, state, or federal laws or to transmit communications that might be highly offensive or damaging to any recipients or to use the service in a manner that is unintended. It is not acceptable to interfere with, violate, circumvent, misuse, distribute or disrupt network users, equipment, or services, which include but are not limited to:

- Attempting to obtain unauthorized access to any network or account. This includes accessing data not intended for end user customers, logging into a server or account without being expressly authorized to access or probing the security of other networks.
- Attempts to interfere with the Service of others including users, hosts, and networks. This includes “denial of service” attacks, “flooding” of networks, deliberate attempts to overload a Service and attempts to “crash” any host.
- Reselling any Chariton Valley Services, without Chariton Valley’s written consent.
- Distribution of Chariton Valley Services beyond the scope of your end-user account.
- Equipment, accessory, apparatus, circuit, or devices that are harmful to the network, shall not be attached to or connected with Chariton Valley facilities.
- Circumventing copyright laws and regulation, including the unauthorized download of music, video, images, books, software, or content and/or other copyright protected works.
- Illegal robocalling.

Chariton Valley has a zero-tolerance policy regarding use of Services to engage in inappropriate conduct with a minor (anyone under 18 years of age). Customer shall not knowingly collect or solicit personal information from a minor without the express consent of the parent or guardian of the minor, nor shall Customer use Services to harm or intimidate a minor. Chariton Valley complies with all federal and state laws pertaining to the protection of minors.

STATEMENT OF RESPONSIBILITY

The use of the Services, system, and network by the User is purely permissive, and no license or periodic right of use is granted. All information placed upon the system, or network, is published by User and not by Chariton Valley. Chariton Valley will not edit or exercise any prior control over content of messages placed by User on the system. Chariton Valley assumes no responsibility for the accuracy or quality of the information obtained through its Services. Chariton Valley acts only as a conduit for information placed by the User. Chariton Valley makes no guaranties of privacy; all user files, unless otherwise stated, are subject to search/investigation by Chariton Valley if deviant activity is suspected. E-mail content is deemed private information. User agrees to indemnify and hold harmless Chariton Valley from any claims resulting from Customer’s use of the Service that damages User or another party.

Keeping registry information updated and accurate is the responsibility of the domain holder and not Chariton Valley. Each Chariton Valley account has a password that is key to gain access to the account. The Customer who registers the account is solely responsible for all access and actions taken regarding the account. The Customer shall not permit or assist others to abuse or fraudulently use it. It is the Account Owner’s responsibility to safeguard the account password and to ensure that Chariton Valley AUP is honored. Chariton Valley will hold the Account Owner responsible for any violations of the AUP. Chariton Valley will not ask you for your password in an unsolicited telephone call or email. If you believe your password has been compromised, you should immediately change your password to prevent the unauthorized use of it. Chariton Valley enforces these policies with respect to Chariton Valley Customers only. We are not responsible for abusive actions from other sites or networks on the Internet.

Chariton Valley makes no warranties of any kind, whether expressed or implied, for the Services it is providing. Chariton Valley is not responsible for any damages to the Account Owner, including loss of data resulting from delays, mis-deliveries, or service interruptions, sustained, or incurred in connection with the use of, operation of, or inability to use Chariton Valley's Services.

Chariton Valley provides access to Usenet newsgroups system. Frequently, articles in these newsgroups contain language or pictures intended for adult audiences. For this reason, Chariton Valley does not provide accounts to individuals less than 18 years old without express written permission, and acceptance of these policies, by a parent or legal guardian.

UNAUTHORIZED SHARING

You agree not to allow others to use any of the Services provided including, but not limited to, sharing your account username and password, or broadband access via any type of networking device (router, gateway, wireless access point, etc.). You may at your own risk and responsibility permit other members of your household to access the Services and utilize some networking devices approved by Chariton Valley for use within your household only. You as the Account Owner shall ensure that other such users are aware of and comply with these terms of use, and you agree to be held responsible for any activity or use of the Services on that account, whether authorized by You or not.

OTHER SERVICES

Other services not specifically listed in this AUP, but that are provided by Chariton Valley, are also governed by this AUP.

ILLEGAL AND/OR PROHIBITED CONDUCT

The Services may not be used for any purpose that violates local, state, or federal laws. **The following actions, content, and/or practices are examples of illegal and/or prohibited conduct, which may result in the termination of Customer's account.** Customers in violation of this AUP may also be subject to any appropriate legal action and/or consequences. Chariton Valley reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected illegal activity or civil wrong.

Network

- Illegal robocalling.
- Attempting to circumvent user authentication or security of any host, network, or account on Chariton Valley systems or the Internet at large ("cracking").
- Use of Chariton Valley systems or networks (willfully or negligently) in a manner that encumbers disk space, processors, bandwidth, or other system resources to interfere with others' normal use of services on Chariton Valley or other systems and networks ("denial of service" attack).
- Attempting to gain unauthorized access to any account or computer resource not belonging to that user (e.g., "spoofing"); or, obtaining or attempting to obtain service by any means or device with intent to avoid payment.

- Engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any server or end user; or, using Chariton Valley products and services to interfere with the use of the Chariton Valley network by other customer's or authorized users.
- Allowing programs to run on the server after the user has logged off the system. Users may not run any bots, exploits, Daemons, or any server programs at any time. Abuse of system in such manner will result in the immediate termination of the program and deletion of the files. It may also result in termination of the User's account.
- Activities that violate local, state, or federal statutes.

Voice Services

- Illegal robocalling.
- Any use of voice services that violate local, state, or federal laws.

Domain Names

- Falsifying or omitting valid domain contact information, including the administrative, technical, zone, and billing contacts.
- Violating the U.S. Federal Laws and international treaties concerning copyrighted materials (e.g., images, text, and programs).

Email

- Sending unsolicited mass mailings of any nature, including those with a "negative option" for continuation. The negative option is inviting those who do not wish to receive more email to reply to you.
- Mail bombing (sending a large number of email messages, or singularly large email messages, to a single address in order to flood someone's mailbox).
- Forgoing email headers to obscure the true originator of the message.
- Creating or participating in pyramid schemes or chain letters.
- Sending harassing email, either by language, size, or frequency. This includes sending email (or real time) messages to a person who has asked explicitly that you do not.
- Activities that violate local, state, or federal statutes.

Web Sites

- Distribution of pornographic or otherwise indecent or offending materials.
- Distribution of restricted software or materials in violation of copyright or distribution licenses.
- Downloading of restricted software or materials in violation of copyright licenses.
- Distribution of materials that violate local, state, or federal statutes. Chariton Valley reserves the right to restrict or terminate service without refund in the event of an AUP violation. Chariton Valley also reserves the right to take action on abuse that is specifically named in this AUP at the sole discretion of Chariton Valley, following a customer letter to regarding actions necessary to stop abuse for an initial violation and a 30-day discontinuance of service for a second violation. Use of the Chariton Valley Services, systems, and network constitutes your understanding and agreement to this AUP.

Serving

- Serving of any kind is NOT allowed without express written consent from Chariton Valley. Any consent will be given in a separate service contract and should be producible by the Customer upon request from Chariton Valley. Serving consists of: Email servers, Web and HTTP servers, FTP servers, IRC servers, and other listening Internet services.

COMPLIANCE WITH THE AUP OF UPSTREAM PROVIDERS

The AUP of Chariton Valley's upstream providers also bind Chariton Valley's users. An "upstream provider" is any company that may provide Chariton Valley with bandwidth and/or other services.

REPORTING ABUSE TO CHARITON VALLEY

Chariton Valley provides an e-mail address below for use in reporting abusive activities originating from Chariton Valley Customers as outlined in this Chariton Valley Acceptable Use Policy. Please note, abuse originating from non-Chariton Valley customers cannot be handled by Chariton Valley. Report those instances to the provider/site that has authority over the abusive user.

- When reporting e-mail or Usenet abuse, include a FULL copy of the message, including headers. This information is required for any action to be taken.
- When reporting other types of abuse, include details such as log files documenting the incident. Chariton Valley cannot act on your word alone. We must have documented proof of an incident.
- Send your report in e-mail to customercare@cvalley.net. Chariton Valley to respond to each report.
- NOTE: The action taken on abuse reports will be at the sole discretion of Chariton Valley. Our intent is to simply do our part to ensure quality access and use of the Internet to all our customers and to the Internet community at large.

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