

This Acceptable Use Policy (“**AUP**”) governs high speed Internet service and/or other communications products and services, including functionality and services offered on or through <http://www.esthervillecommunications.com> (the “**service**”) provided to you by **Estherville Communications** (together with any subsidiaries or affiliates providing your service, (“**we**” “**us**” or “**Company**”) and includes the following terms and provisions as the same may be amended or modified from time to time as provided herein.

Please read this AUP carefully before you start to use the service. By using the service, you accept and agree to be bound and abide by this Acceptable Use Policy and our other applicable terms of service, all of which have been provided to you and may be accessed at www.esthervillecommunications.com/terms-and-conditions. If you do not agree to this Acceptable Use Policy or our other applicable terms of service, you should not access or use the service.

1. Applicability. The purpose of this AUP is to ensure the appropriate use of our services, network, systems and facilities by our customers and any other parties (authorized or unauthorized) accessing or using service through a customer account (collectively, “Users”). By using or accessing Estherville Communication’s services or network, Users agree to be bound by this AUP. Any direct or attempted violation of this AUP by or on behalf of a User, and any actual or attempted violation by a third party on behalf of a User, shall be considered a violation of this AUP by the User and the User may be held directly accountable therefore. The terms and provisions of this AUP are without limitation of any rights to suspend or terminate service that Company otherwise possesses under your Service Agreement or applicable law.
2. Changes to the Acceptable Use Policy. We may revise and update the Acceptable Use Policy from time to time in our sole discretion. All changes are effective immediately when we post them on our website at <http://www.esthervillecommunications.com> and apply to all access to and use of the service thereafter. Your continued use of the service following the posting of a revised Acceptable Use Policy means that you accept and agree to the changes.
3. Compliance Required. Company reserves the right to terminate or suspend service immediately or to otherwise disconnect, remove, block, filter or restrict your use of service if Company determines, in its sole discretion, that such use is illegal, violates this AUP, or repeatedly infringes on another’s proprietary rights. Company also reserves the right to take action on abuse which is not specifically named in this AUP at the sole discretion of Company. We reserve the right to act immediately and without notice to suspend or terminate your service in response to a court order or government notice that certain conduct must be stopped or when we reasonably determine that the conduct may: (1) expose us to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of our network or networks with which we are interconnected, (3) interfere with another of our customer’s use of the service, (4) violate any applicable law, rule, or regulation, (5) present an imminent risk of harm to us or our customers, or (6) violates the terms of this AUP.
4. Accessing the Service and Account Security. We reserve the right to withdraw or amend this service, and any service or material we provide to the service, in our sole discretion, without notice. From time to time, we may restrict access to some parts of the service, or the entire service.
You are responsible for:
 - Making all arrangements necessary for you to have access to the service.
 - Ensuring that all Users who access the service through your internet connection are aware of this AUP and comply with its terms and conditions.
 - Ensuring all information provided to register the service is correct, current and complete.
 - Treat all usernames, passwords or other security information confidential, and agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.
 - Ensure that you exit from your account at the end of each session.You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this AUP.
5. Prohibited Uses and Activities. This AUP identifies certain uses and activities that Company considers to be unlawful or abusive and therefore strictly prohibited. The examples listed herein are non-exclusive and are provided solely for guidance to customers. Company, at its sole discretion, reserves the right to discontinue service for any unlawful use. In the event of uncertainty as to whether any contemplated use or activity is permitted, please contact a customer service representative for assistance. In addition to any other illegal or abusive uses or activities, the following constitute violations of this AUP:

- a. Unlawful Use: Using service in any manner that violates local, state or federal law, including without limitation using service to transmit any material (by e-mail or otherwise) whose transmission is unlawful under any local, state or federal law applicable to such transmission.
 - b. Copyright or Trademark Infringement: Using service to transmit any material (by e-mail, file sharing software, direct download, FTP sites or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of Company or any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, the digitization and distribution of copyrighted video or music, and the unauthorized transmittal of copyrighted software.
 - c. Violation of the Digital Millennium Copyright Act (DMCA): Using service to circumvent any technological measures used by copyright owners to protect their works or using service to produce or disseminate technology primarily designed or produced to circumvent DMCA protections, that have only limited commercially significant purpose or use other than to circumvent; or that are marketed for use in circumventing DMCA protections. For additional information concerning your rights and responsibilities in connection with reporting or responding to claims of copyright infringement, see *Reporting Claims of Copyright Infringement*, below.
 - d. Harm to Minors: Using service to harm, or attempt to harm, minors in any way; including but not limited to activities involving child pornography or the sexual exploitation of children.
 - e. Threats: Using service to transmit any material (by e-mail or otherwise) that illegally threatens or encourages bodily harm or destruction of property.
 - f. Harassment and Cyberbullying: Using service to transmit any material (by e-mail or otherwise) that unlawfully harasses another.
 - g. Fraudulent Activity: Using service to make fraudulent offers to sell or buy products, items or services, or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes", unregistered sales of securities, securities fraud and "chain letters."
 - h. Forgery or Impersonation: Adding, removing or modifying identifying network, message or article header information in an effort to deceive or mislead is prohibited while using service. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
 - i. Unsolicited Commercial E-mail/Unsolicited Bulk E-mail: Using service to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not that e-mail is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
 - j. Intentional Network Disruptions and Abusive Activity: Using service for any activity that adversely affects the ability of other people or systems to use service or third party Internet-based resources. This specifically but without limitation includes excessive consumption of network or system resources whether intentional or unintentional. This also includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. The transmission of viruses, malware, or engaging in "mail bombing," "chat flooding," cybersquatting, and similar unlawful behavior is also prohibited. Attempting to circumvent user authentication or security of any host, network, or account on Company's systems or the Internet at large ("cracking"). This includes scanning or probing ports without the consent of the owner of the machine being scanned. Using any robot, spider or other automatic device, process or means to access the service for any purpose, including monitoring or copying any of the material on the service. Introduce any Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
 - k. Unauthorized Access: Using service to access, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Company's or a third party's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data. This includes unauthorized monitoring, scanning, or probing of the Company's or any third party's network or system and hacking, attacking, breaching, or circumventing the security of any host, network, server, personal computer, network access, software or data without express authorization of the owner.
 - l. Collection of Personal Data: Using service to collect, or attempt to collect, personal information about third parties without their knowledge or consent in violation of applicable state or federal law.
 - m. Resale of Service: Reselling service or assisting any third party (with or without compensation) in obtaining unauthorized access to our services or network.
6. Reporting Claims of Copyright Infringement. We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe a User of this service has infringed

your copyright, you may report the alleged violation by submitting notification to our Copyright Agent that satisfies the requirements of the DMCA (designated below).

Upon Company's receipt of a satisfactory notice of claimed infringement for these works, Company will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the service (ii) disable access to the work(s) and/or (iii) suspend or terminate service to subscribers who have been identified as repeat infringers in accordance with our internal policies and procedures. Company will also notify the affected customer or user of the service of the removal or disabling of access to the work(s) and of our policies and procedures relating to suspension or termination of repeat infringers. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (*17 U.S.C. § 512*) ("**DMCA**"), the notice (the "**DMCA Notice**") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner. Our designated Copyright Agent to receive DMCA Notices is:

Estherville Communications
Attn: COO
339 1st Ave NE Sioux Center, IA 51250
Phone: 855-859-3363
Email: copyright@esthervillecommunications.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Company, the alleged infringer, and the affected copyright owner for any damages (including costs and fees) incurred in connection with the removal, blocking, or replacement of allegedly infringing material under Section 512(f) of the DMCA.

Counter-Notification Procedures

If you believe that material you placed on the service was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "**Counter-Notice**") by submitting written notification to our Copyright Agent (identified above). Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An 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 disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for Iowa and that you will accept service from the person (or an agent of that person) who provided the DMCA Notice.

Upon receipt of a Counter Notice, Company shall promptly provide the complaining party with a copy of the Counter-Notice and inform the party we will replace the removed material or cease disabling access to it within 10 business days. The DMCA

allows us to restore the removed content no less than 10, but not more than 14 business days after receipt of the Counter-Notice, if the party filing the original DMCA Notice does not file a court action against you.

Please be aware that if you knowingly materially misrepresent that material or activity was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

7. Trademarks. The Company name, the terms, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this service are the trademarks of their respective owners.
8. Network Management Practices. Your use of our services and network is subject to our Network Management Policy. Our current Network Management Policy, including specific management practices, service descriptions and terms of service can be found at: www.esthervillecommunications.com/terms-and-conditions.
9. Content. Company has no responsibility for any material or information created, stored, maintained, transmitted or accessible on or through our services or network and is not obligated to monitor or exercise any editorial control over such material. You will be liable for any and all liability that may arise out of the content transmitted or accessed by Users. You shall assure that the User's use of service and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. Company reserves the right to disconnect or suspend your service and remove your content from service if Company determines, in its sole and absolute discretion, that such use or content does not conform with any applicable law, the requirements set forth in this AUP or interferes with Company's ability to provide service to you or others. Company's action or inaction under this Section will not constitute any review, waiver or approval of your usage or content.
10. Service Monitoring. Company is under no obligation to monitor a customer's usage, bandwidth, transmissions and/or content of service. However, Company may monitor the usage, bandwidth, transmissions and content of service periodically to (i) comply with any necessary laws, regulations, subpoenas, court orders or other valid legal process or governmental requests, (ii) operate service properly or to protect itself, its network and its customers and subscribers, or (iii) resolve or investigate service outages or service performance issues. Company reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of this AUP or any other terms and provisions applicable to service.
11. Domain Name Service. Keeping registry information updated and accurate is the responsibility of the domain holder and not Company. Acceptable use of the domain name service does NOT include falsifying or omitting valid domain contact information, including the administrative, technical, zone, and billing contacts. Such usage will result in termination of service.
12. Theft of Service. You must notify Company immediately if you become aware at any time that your service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you provide such notification, you must provide your account number and a detailed description of the circumstances of the theft, fraudulent or abusive use of service. Failure to do so in a timely manner may result in the disconnection of your service, additional charges to you, and civil or criminal liability. Company has no responsibility or liability for stolen, fraudulent or abusive use of service. Company reserves all of its rights at law and equity to proceed against anyone who uses service illegally or improperly.
13. Indemnification. By activating or using service, you agree to use service only for authorized, lawful purposes in accordance with this AUP and your Service Agreement. In addition to being subject to other remedies, liabilities and obligations under law or applicable agreements, you shall defend, indemnify, and hold Company harmless from any claims, damages, losses, or expenses (including without limitation attorneys' fees and legal costs) incurred in connection with all claims, suits, judgments and causes of action for damages arising from the breach by you or your Users of any provision of this AUP. Company shall not be liable to customers or third parties for any loss, costs, or damage to customer's personal computer or the contents thereof caused by or resulting from Company's performance of Remote PC Support Services for customer, and customer shall indemnify and hold Company harmless therefor.
14. Survival. The provisions of this AUP that by their sense and context are intended to survive the discontinuance or disconnection of your use of service shall survive such discontinuance or disconnection.
15. Governing Law. This AUP and the relationship between you and Company shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflict of law.
16. No Waiver of Rights. Company's failure to exercise or enforce any right under or provision of this AUP shall not constitute a waiver of such right or provision.
17. Severability. If any part or provision of this AUP is legally declared invalid or unenforceable, that part or provision will be construed consistent with applicable law as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this AUP.

18. Important Customer Information. In addition to the terms and conditions set forth in this AUP, service is subject to our terms of service, which you should read carefully before activating or using service. Our applicable terms of service have been provided to you and may be accessed at www.esthervillecommunications.com/terms-and-conditions. If you wish to receive additional copies of our applicable terms of service, please speak with a customer service representative.

Estherville Communications
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