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## ACCEPTABLE USE POLICY

Mitchell Telecom provides to business and consumer users several information technology related services, including such services as Internet collectively, the "Services"). Protection of our Customers and our resources, the ability to provide quality service to our Customers, conformance with existing laws, and protection of our reputation as a responsible service provider are all contributing factors to decisions on Acceptable Use Policy violations.

This Acceptable Use Policy sets forth specific actions that are prohibited by Mitchell Telecom and applies to all users of Services, without exception. Violations of this Acceptable Use Policy may result in immediate suspension and/or termination of the Services.

It is our intention to allow Mitchell Telecom Internet Customers access to everything the Internet has to offer with minimal or no interference. Our belief in Free Speech is a firm commitment to our Customers. However, certain activities are considered inappropriate by the Internet community at large and cannot be permitted under the guise of Free Speech.

We do not monitor the activity of accounts except for measurements of system utilization or billing records. However, in our efforts to promote good citizenship within the Internet community, if we become aware of inappropriate use of our service, we will respond appropriately.

As a member of that community, we encourage you to use your Internet access responsibly. Should you have any questions regarding this policy, feel free to contact us at [info@mitchelltelecom.com](mailto:info@mitchelltelecom.com).

Policy violations may be reported via e-mail to [info@mitchelltelecom.com](mailto:info@mitchelltelecom.com).

Please review the following sections of the Acceptable Use Policy for Mitchell Telecom Internet access.

### General Information

Your Mitchell Telecom Internet access account provides you with access to a vast collection of networks around the world via World Wide Web, electronic mail, and FTP (File Transfer Protocol). Your use of these services is subject to the following policy. Violations of this policy may result in termination of your account with or without notice in accordance with the Terms and Conditions that you accepted at the time of registration for your account.

In general, remember that you may not use your Mitchell Telecom Internet account in the following ways:

- To conceal, forge, or otherwise falsify your identify in connection with any Services, or present a false identify to Mitchell Telecom when signing up for any services.
- To monitor data on any network or system without the explicit authorization of the administrator of that system or network.
- In a manner which violates any law, regulation, treaty or tariff
- In a manner which is defamatory, fraudulent, indecent, offensive or deceptive

- To threaten, harass, abuse or intimidate others
- To damage the name or reputation of the Company, its parent, affiliates and subsidiaries
- In a manner which interferes with other customers' use and enjoyment of the services provided by Mitchell Telecom
- To break security on any computer network, or to access an account which does not belong to you

The information above is a list of guidelines for using your Internet account. They are intended as a guideline, and thus cannot be all-inclusive.

### **Account and Network Security**

Your password provides access to your individual account. It is your responsibility to keep your password secure. Sharing your password and account access with others is prohibited. Attempting to obtain another user's account password is strictly prohibited, and may result in termination of service.

You may not attempt to circumvent user authentication or security of any host, network or account ("cracking"). This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security is prohibited. Examples of these tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.

- You may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.

Users who violate systems or network security may incur criminal or civil liability. Mitchell Telecom will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

### **Protection of Network Performance**

Mitchell Telecom reserves sole discretion to determine whether any customer's use of the service interferes with other customer's use and enjoyment of the services.

- The sending of excessive amounts of email or excessively large files which, in Mitchell Telecom Internet Service's sole opinion, negatively affects the performance of the network or any server on the network may result in deletion of the offending message or file, and may result in the termination of services.
- Mitchell Telecom Internet accounts operate on shared resources. You are prohibited from excessive consumption of resources, including CPU time, memory, disk space and session time. You may not use resource-intensive programs, which negatively impact other customers or the performance of Mitchell Telecom systems or networks. Mitchell Telecom reserves the right to terminate or limit such activities.
- Mitchell Telecom reserves the right to delete messages or files which have remained on its servers for excessive periods of time as determined by Mitchell Telecom, in its sole discretion. Each Customer account will be provided 50 megabytes of storage for email. If your account exceeds the 50 megabytes of space, all messages over 90 days old will be deleted.
- You may not employ automated electronic or mechanical processes designed to defeat network inactivity time-outs. Such tools include, but are not limited to, use of an auto-dialer and repetitive pinging the host.

## **Illegal Activity**

Any activity on the Mitchell Telecom Internet Service network that is a violation of any state or federal law is a violation of this policy and will result in immediate termination of service. Whether uses for illegal purposes or to further illegal activities, including and without limitation, uploading, downloading, posting, distributing, or facilitating the distribution of any material in chat room, message board, newsgroup, or similar interactive medium that you access through the Services that:

- a) constitutes an unauthorized reproduction of copyrighted or other protected materials;
- b) violates U.S. export control laws;
- c) is threatening, abusive, harassing, obscene, defamatory, libelous, deceptive, fraudulent, or invasive of another's privacy; or
- d) encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation.

Prohibited activities include, but are not limited to:

- Transmitting obscene materials
- Intentionally spreading or threatening to spread computer viruses
- Gaining or attempting to gain unauthorized access to private networks including Mitchell Telecom Internet Service private network infrastructure
- Accessing or attempting to access information not intended for the Customer
- Engaging in the transmission of pirated software
- Conducting or participating in illegal gambling, soliciting for illegal pyramid and other schemes through electronic mail or USENET postings

## **Electronic Mail**

Your account with Mitchell Telecom includes the ability to send and receive electronic mail. Misuse of electronic mail may result in termination of service. The following examples are non-exclusive and are provided for guidance to Customers.

- Use of your electronic mail account to send unsolicited bulk or commercial messages is prohibited ("Spamming"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures, and political or religious tracts. Such material may only be sent to those who have explicitly requested it.
- Using a Mitchell Telecom Internet address to collect responses from unsolicited bulk or commercial e-mail is prohibited.
- Sending mass unsolicited mail or deliberately sending very large messages or files to one or more recipients ("mail bombing") is prohibited.
- Forging or removing electronic mail headers is prohibited.

- Use of electronic mail to harass or intimidate other users is prohibited. Harassment, whether through language, frequency of messages, or size of messages, is prohibited. Sending a single unwelcome message may be considered harassment. If a recipient asks to stop receiving email, you must not send that person any further messages.
- You may not forward or otherwise propagate chain letters, whether or not such messages solicit money or other items of value, and whether or not the recipient wishes to receive such mailings.
- Mitchell Telecom Internet accounts may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Acceptable Use Policy or the Acceptable Use Policy of the other ISP.

## **Personal Home Pages**

Your account with Mitchell Telecom provides the option to purchase personal home page space. Mitchell Telecom will not routinely monitor the contents of your personal web page.

Mitchell Telecom takes no responsibility for any material created or accessible on or through the Mitchell Telecom Network and Services. You are solely responsible for any information contained on your personal home page. However, if complaints are received regarding language, content or graphics contained on your personal home page, Mitchell Telecom may, at its sole discretion, remove the personal home page and terminate your personal home page service.

You may not use your personal home page space to publish material, which Mitchell Telecom determines, at its sole discretion, to be unlawful, indecent or objectionable. For purposes of this policy, "material" refers to all forms of communications including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs, video recordings, and audio recordings.

Unlawful content is that which violates any law, statute, treaty, regulation, or lawful order. This includes, but is not limited to: obscene material; defamatory, fraudulent or deceptive statements; threatening, intimidating or harassing statements, or material, which violates the privacy rights or property rights of others (e.g., Copyright or Trademarks).

Indecent content is that which depicts sexual or excretory activities in a patently offensive matter as measured by contemporary community standards.

Objectionable content is otherwise legal content with which Mitchell Telecom Internet concludes, in its sole discretion, it does not want to be associated in order to protect its reputation and brand image, or to protect its employees, shareholders and affiliates.

Examples of prohibited personal home page content:

- Materials, which depict or describe scantily-clad and lewdly depicted male and/or female forms or body parts, and which lack serious literary, artistic, political or scientific value.
- Materials, which suggest or depict obscene, indecent, vulgar, lewd or erotic behavior, and which lack serious literary, artistic, political or scientific value.
- Materials which hold Mitchell Telecom Internet (including its affiliates, employees or members) up to public scorn or ridicule, or which unreasonably criticize the company, its employees or its products.

- Materials which encourages the commission of a crime; or which tends to incite violence; or which tends to degrade any person or group based on sex, nationality, religion, color, age, marital status, sexual orientation, disability or political affiliation.

### **Third Party Internet Relay Chat (IRC)**

Although Mitchell Telecom does offer IRC software, we do not offer technical support for the software or support to access third party IRC servers, you may not use IRC scripts or programs that interfere with or deny service to other users on any other server or host. You also may not engage in activities, which harass other users. This includes, but is not limited to, "flooding" (rapidly entering text with the intent to disrupt service), "flashing" (disrupting terminal emulation), "takeovers" (improper seizing and abuse of operator privileges), attempting to send private messages to those who do not wish to receive them, attempting to return to a channel after being banned from it, and other disruptive behaviors. You may run clones (multiple simultaneous IRC connections) and robots only as permitted by the host IRC server.

### **Commerce on the Internet**

The Internet can be a very valuable business tool when used properly. However, it can reflect poorly upon a business when used improperly. You are strongly encouraged to visit the following Web pages before doing business on the Internet.

<http://www.cybernothing.org/faqs/net-abuse-faq.html>

### **Contact Information**

To report a violation of this policy contact Mitchell Telecom via Email at [stacy@mitchelltelecom.com](mailto:stacy@mitchelltelecom.com), Copyright Agent. The Copyright Agent may also be contact via mail address: Copyright Agent, Mitchell Telecom, 1801 N Main St, Ste 25, Mitchell, SD 57301.

Notice of alleged copyright infringement should include the following: 1) Signature of the person authorized to act on behalf of the owner of the copyrighted material; 2) Description of the copyrighted work; 3) Identification of where (include URL if possible) the material is located; 4) Address, telephone number and email address; 5) Statement that you have a good faith belief the disputed use is not authorized by the copyright owner, agent or the law; and 6) Statement by you that the information in your notice is accurate and you are the copyright owner or you are the authorized party to act on behalf of the copyright owner.

### **Summary**

Every Subscriber is responsible for his or her own end users. It is therefore the responsibility of every Subscriber to ensure that his or her end users understand and adhere to this policy. Violations of this policy by a third party will be considered a violation by the Subscriber of the Services.

In addition to immediate suspension or termination of the Services, a violation of any of the foregoing prohibitions may result in civil or criminal prosecution. Mitchell Telecom will assist authorities in the investigation of incidents involving such violations. Mitchell Telecom reserves the right to modify the terms of this Acceptable Use Policy at any time and from time to time. The current version of the Acceptable Use Policy will be posted on Mitchell Telecom's website at [www.mitchelltelecom.com](http://www.mitchelltelecom.com).