

Citizens Telephone Company Internet Services Acceptable Use Policy

Revised: 03/08/07

The use of Citizens Telephone Company Internet Services constitutes acceptance of the terms and conditions set forth in Citizens Telephone Company's "Acceptable Use Policy" (hereafter referred to as AUP).

The terms and conditions of this AUP are as follows:

1. Advertised data transfer rates reflect the expected maximum data rates attainable within our network under favorable conditions. Since many external factors affect speeds, actual data transfer rates may be lower at times.
2. The rates charged for this service are established with the understanding that customers will be accessing the Internet on a periodic, "bursty" basis. Should, in Citizens' judgment, a customer's usage (a) disproportionately dominate the available bandwidth, or (b) cause slowdowns on the rest of the network, or (c) diminish the integrity of the network in any way, Citizens reserves the right to terminate its agreement with that customer and re-price its monthly charge to that customer on a going-forward, individual-case basis. Citizens will notify a customer prior to terminating service under this provision.
3. Unless a written agreement is executed in advance for a different type or basis of service, service is provided to a single business or household only. If it is reasonably suspected by Citizens that the service is being resold, being made available to others, or redistributed outside of the household or business for which it was purchased, either intentionally or unintentionally, Citizens may terminate internet service immediately to customer engaged in such activities. Unauthorized resale of internet access shall be regarded as fraud and will result in charges being assessed to the customer's account equal to the cost of monthly rate times the number of additional and unauthorized users to which the service was redistributed.
4. If a customer's internet connection is used to generate unsolicited emails or any other traffic that is regarded by Citizens as harmful or invasive to the network, either intentionally or unintentionally, Citizens will take immediate action. At its sole option, Citizens may either: (1) contact a customer to request that the customer's equipment be disconnected from Citizens' network until the problem is solved; or (2) temporarily suspend the customer's internet service entirely. If Citizens disconnects the service according to option (2), it will restore internet service to the customer once the customer has demonstrated to the satisfaction of Citizens that the problem has been corrected.
5. Citizens exercises no control over the content of the information passing through its network and makes no warranty of any kind, whether expressed or implied, as to the availability, accuracy, or content of the information, products, or services transiting its network or received by the customer. Citizens, its affiliates, access providers or contractors, and the officers and employees thereof, shall not be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from the use of this service or the inability to access the internet (or any part thereof) including, but not limited to, information, services, communication, or merchandise provided on or through the service. Further, Citizens, its affiliates, access providers or contractors, and the officers and employees thereof, shall not be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmissions, or any failure of performance by Citizens or any other entity.
6. Use of any information obtained by this service is at the users' own risk. Citizens specifically denies any responsibility for the accuracy or quality of any of the information obtained through the use of this service.
7. Services purchased from Citizens may be used for lawful purposes only. Transmission of any material in violation of federal, state, or foreign regulation is prohibited and constitutes a violation of the terms and conditions of Citizens' service and this AUP. Some laws (such as the Digital Millennium Copyright Act) place special obligations on internet service providers.

Citizens will comply with all obligations of such laws. In some cases, compliance will require temporary or permanent suspension of internet services. In such instances, Citizens will make a reasonable attempt to contact the customer to inform him or her of this action and of his or her right to contest or appeal the allegation of wrongdoing.

8. Customers purchasing internet services under this agreement understand that the internet contains unedited materials including sexually explicit content and other information which may be regarded as offensive in nature. Citizens is not responsible or liable for any access to or receipt of such materials by the customer or anyone (including minor children) using the customer's service.
9. It is understood that data transmitted over this service may include files that could potentially cause damage to the customer's equipment and/or data, and that the customer is solely and entirely responsible for obtaining, installing and maintaining any and all hardware and/or software necessary or sufficient to protect against such damage. Citizens shall not be held liable for any such damage.
10. The service is provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by Citizens, its affiliates, access provider, or contractors or their respective officers and employees shall create a warranty.
11. Citizens has no obligation to monitor the service or the data that flows over its network. However, Citizens reserves the right to contact authorities regarding material that comes to its attention if it appears that such material is of questionable legality.
12. Citizens may assist federal, state or local law enforcement agencies to monitor the traffic of some or all of its customers if a law enforcement agency presents Citizens with a lawful order for such surveillance.
13. Citizens may deny customer access to all or part of the service without notice if the customer engages in any conduct or activities that Citizens, at its sole discretion, believes to violate any of the terms and conditions of this AUP.
14. When service is terminated, whether by Citizens' exercise of its rights or obligations, or as the result of a customer request that it be disconnected, the customer shall have no right (1) to access any materials stored on the internet or on Citizens' servers; (2) to obtain any credit(s) otherwise due to the customer other than the refund of subscription fees that might have been pre-paid for future months [Note: Current or previous month's service fees are not refundable.]; (3) to access any third party services, merchandise or information on the internet. Citizens Telephone has no responsibility to notify any third-party providers of services or any individuals that service has been terminated and bears no responsibility for any consequences resulting from the lack of such notification.
15. Advice on individual technical, financial, medical or personal problems of any nature should be obtained by the customer directly from a qualified professional. The information provided by a customer from the Internet via Citizens' network, or from Citizens and its employees, is not a substitute for individual professional consultation.
16. The rates charged by Citizens for all or any portion of its internet service offerings are subject to change. Such changes will be made known to customers by notices included in monthly bill statements, by electronic mail, by notices distributed by the U.S. Postal Service or by other available means of contact.
17. Citizens' failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right to enforce this AUP. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this AUP.
18. If any customer is dissatisfied with the service or with the terms, conditions, rules, policies, guidelines or practices in operating the service, the customer's sole and exclusive remedy is to terminate his or her service by notifying Citizens' business office.

19. Citizens reserves the right to modify, change, or reformat this AUP as it deems necessary without permission or consent of its customers or network users. The version of the AUP that is posted on the Citizens web site (www.ctcis.net) shall be regarded as current and enforceable. The terms and conditions of the AUP posted on the Citizens web site shall supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with terms and conditions set forth previously. Copies of its AUP are also available at the Citizens business office upon request.