

Acceptable Use Policy For
Citizens Telephone and Citizens Cablevision Internet Customers
Revised: 11/01/10

The use of Internet Services by Citizens Telephone Company or Citizens Cablevision customers constitutes acceptance of the terms and conditions set forth in this "Acceptable Use Policy" (hereafter referred to as AUP). All references to "Citizens" in this AUP shall apply equally to both Citizens Telephone Company and Citizens Cablevision unless otherwise noted.

The terms and conditions of this AUP are as follows:

1. **Data Rates:** Advertised data transfer rates reflect the maximum data rate limitations imposed within our network. Since many external factors affect speeds, actual data transfer rates are not guaranteed.
2. **Usage:** 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, any 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 this agreement and re-price the monthly charge on a going-forward, individual-case basis. Citizens will notify its customers prior to terminating and/or re-pricing service under this provision.
3. **Offensive Content:** 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. Citizens strongly urges parental oversight of the use of this service by all minor children. Citizens also recommends the use of content filtering controls and software.
4. **Damages:** 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. Citizens strongly urges the use of anti-virus, anti-spyware, and firewall software.
5. **Unacceptable use:** Any customer's internet connection which is used in the following ways is regarded to be a violation of this AUP:
 - a. Using the internet connection to generate unsolicited email.
 - b. Using the internet connection to generate traffic that is regarded as harmful or invasive to the network, either intentionally or unintentionally.
 - c. Using the service to violate local, state, or federal law or rules.
 - d. Using the service to harass or intimidate or threaten individuals or groups of individuals.
 - e. Using the service to make fraudulent offers.
 - f. Adding, removing or modifying identifying network header information in an effort to deceive or defraud.
 - g. Using the service to access or attempt to access the accounts of others, to penetrate or attempt to penetrate security measures of this ISP or any other entity's computer software or hardware (whether or not the attempt was successful).
 - h. Using the service to violate intellectual property rights (copyright violations).

Any of the above uses will result in Citizens taking immediate action. At our option, we may either: (1) contact you to request that your equipment be disconnected from the internet network until the problem is resolved; or (2) based on the severity of the offense, we may temporarily suspend or permanently disconnect internet service entirely. If Citizens disconnects the service on a temporary basis, we will restore internet service once it has been demonstrated that the problem has been resolved completely.

6. **Redistribution:** Unless written agreement is obtained in advance, service is provided to a single business or household only. If it is found 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, the internet service may be terminated immediately. Unauthorized resale of internet access shall be regarded as fraud and will result in charges being assessed to the account equal to the cost of monthly rate times the number of users that it was redistributed to.
7. **Traffic Monitoring:** Citizens has no obligation to monitor the service or the data that flows over its network. However, Citizens has the right to monitor the service electronically and to disclose any information as necessary to satisfy any lawful governmental or law enforcement request. Citizens will not intentionally monitor or disclose any private electronic-mail message unless required to do so by lawful order. Citizens reserves the right to contact authorities regarding publicly accessible material brought to its attention if it appears to be of questionable legality.
8. **Unlawful use:** Internet 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 service. Some laws (such as the Digital Millennium Copyright Act, the Children's Online Privacy Protection Act of 1998, and similar statutes) place special obligations on internet service providers. Citizens shall 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. NOTE: It is important to remember that obtaining and distributing some types of files (especially those related to certain types of pornographic materials) may result in criminal or civil litigation.
9. **Liability:** Under no circumstances shall Citizens', its affiliates, access providers, contractors, employees, officers and directors thereof, be held liable for losses or damages relating to the availability, accuracy, or content of information, products, or services; for direct, indirect, incidental, special, punitive or consequential damages that result in any way from the use of this service; for 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; for 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 for any failure of performance. The use of any information obtained by this service is at the users own risk and Citizens specifically denies any responsibility for the accuracy or quality of the information obtained through the use of this service.
10. **Indemnification:** Upon request by Citizens, customers agree to defend, indemnify, and hold harmless Citizens, any affiliated companies, their employees, contractors, officers, and directors from all liabilities, claims and expenses, including reasonable attorneys' fees, that arise from customer use or misuse of this service. Citizens reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by customers, in which event customers shall cooperate with Citizens in asserting any available defenses.
11. **Warranty:** 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 employees shall create a warranty.
12. **Termination Of Service:** 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 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.

13. **Inactive Email Accounts:** Citizens Telephone (DSL) and Citizens Cablevision use different policies for handling inactive email addresses. The policies of each are as follows:
 - a. For Citizens Telephone Customers: Email addresses which have not been accessed for 6 months will be changed to "Inactive" status. Active status may be restored by calling the helpdesk (660-584-2588) and requesting that the account be restored. Email addresses which remain on "Inactive" status for 3 months will be deleted. Deleted addresses may be reinstated as long as they have not been reassigned to another user.
 - b. For Citizens Cablevision Customers: Citizens Cablevision does not move unused email accounts to "Inactive" status. All accounts remain active until service is disconnected.
14. **Reasonable Network Management:** Citizens reserves the right to exercise reasonable network management practices to assure quality operation of our network.
15. **Advice:** 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 to a customer from the Internet via Citizens' network, or from Citizens or its employees, is not a substitute for individual professional consultation.
16. **Rates:** The rates charged for all or any portion of the internet service offerings are subject to change. Such changes will be made known to customers by notices included in monthly bill statements or by electronic mail, by notices distributed by the U.S. Postal Service or other available means of contact.
17. **Enforcement:** 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 agreement.
18. **Termination Option:** 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 their service by notifying Citizens' business office.
19. **Changes to this AUP:** 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 Telephone's web site (www.ctcis.net) and Citizens Cablevision web site (www.myccvtv.net) shall be regarded as current and enforceable. The terms and conditions of the AUP posted on Citizens' company web site shall supersede all previous representations, understandings, or agreements and shall prevail notwithstanding any variance with terms and conditions set forth previously. Customers' use of services after changes to the AUP are posted constitute acceptance of any changes, modifications, or additional terms. Copies of its AUP are available at Citizens' business office upon request.