

## **Acceptable Use Policy**

This Acceptable Use Policy ("AUP") applies to Internet and related services ("Services") delivered by Tallahatchie Valley Internet Services, LLC ("TVIfiber"). This policy is designed to encourage our customers and others ("Users") to use the Services responsibly and to enable us to provide our Users with secure, reliable and productive Services.

### **GENERAL CONDUCT.**

TVIfiber's network and the Services may be used only for lawful purposes. TVIfiber is not responsible for the content of any websites linked to or accessible by the Services; links are provided as Internet navigation tools only. Users may not use the network or Services in order to transmit, distribute or store material, (a) in violation of any applicable federal, state, local or international law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is obscene, threatening, abusive or otherwise illegal, or that contains a virus, worm, Trojan horse, or other harmful component; (d) that contains fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations; or (e) use the Services in any manner that could disable, overburden, damage or impair TVIfiber's network or otherwise attempt to interfere with the proper working of TVIfiber's network. Users are also subject to the acceptable use policies, as amended from time to time, of any third-party provider of Services to TVIfiber. By using the Services, User agrees to be bound by and comply with all terms, conditions, obligations and requirements of this AUP.

### **INTERNET SERVICES.**

While TVIfiber does not at this time impose bandwidth allotments (i.e., data caps), TVIfiber reserves the right, in its sole discretion, to enforce bandwidth allotments depending upon your level of usage and the level of Service(s) purchased. If bandwidth allotments are imposed, and if you have exceeded the appropriate level of internet usage in any given month, TVIfiber will notify you by phone or in writing. You agree to pay additional charges upon notice from TVIfiber. TVIfiber reserves the right, in its sole discretion, to enforce bandwidth allotments on a customer-by-customer basis.

### **USER RESPONSIBILITY FOR CONTENT.**

TVIfiber does not assume any responsibility, control, oversight, ownership, or other interest in e-mail messages, websites, content or other electronic data (in any form) of its Users, whether or not such electronic information is stored in, contained on or transmitted over property, equipment or facilities of TVIfiber. Users are and shall remain solely responsible for such electronic information. Users are responsible for ensuring and maintaining security of their systems and the machines that connect to and use the Services. Users remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the Services. TVIfiber has no responsibility for any material created on the TVIfiber's network or accessible using the Services

#### EMAIL.

Users may not send unsolicited e-mail messages including, without limitation, bulk commercial advertising or informational announcements (“spam”) in a way that could be reasonably expected to adversely impact the Services, including, without limitation, using an e-mail account on TVIfiber’s Network to send spam, or using the service of another provider to send spam or to promote a site hosted on or connected to the Services. In addition, Users may not use the Services in order to (a) send e-mail messages which are excessive and/or intended to harass others, (b) continue to send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (c) send e-mail with forged packet header information, (d) send malicious e-mail, including, without limitation, “mail bombing,” (e) send e-mail messages in a manner that violates the use policies of any other internet service provider.

#### FORUM POSTS AND BLOGS.

Users who post messages to internet forums or who blog are responsible for becoming familiar and complying with any terms and conditions or other requirements governing use of such forums or blogs. Regardless of such policies, Users may not (a) post the same message, or a series of similar messages, to one or more forum or newsgroup (excessive cross-posting, multiple-posting, or spamming), (b) cancel or supersede posts not originally posted by such User, unless such User does so in the course of his/her duties as an official moderator, (c) post any message with forged packet header information, or (d) post messages that are excessive and/or intended to annoy or harass others, including, without limitation, chain letters.

#### NOTICE AND PROCEDURE FOR MAKING COPYRIGHT INFRINGEMENT CLAIMS.

Copyright infringement occurs when a copyrighted work is reproduced, distributed, performed, publicly displayed, or made into a derivative work without the permission of the copyright owner. If you believe that any material on the TVIfiber websites has infringed your copyrighted material, or that TVIfiber is the hosting service provider and should be notified of a potential copyright infringement, please follow the procedure set forth below to make your claim. This procedure should only be used for making claims of copyright infringement. This information does not take the place of advice from your legal counsel. TVIfiber is providing this information to you and your Users for informational purposes only.

#### REJECTION/REMOVAL.

TVIfiber reserves the right to reject or remove any material residing on or transmitted to or through the Services that TVIfiber, in its sole discretion, believes to be unacceptable or in violation of the law, this AUP, and/or the

#### TERMS AND CONDITIONS.

TVIfiber may immediately remove content if TVIfiber believes such content is unlawful, violates the AUP and/or Terms and Conditions, or such removal is done pursuant to the Digital Millennium Copyright Act (17 U.S.C. § 512)( “DMCA”). Upon TVIfiber’s request, Users shall terminate service to any third-party user or agent who, in TVIfiber’s’ sole discretion, has violated the AUP, Terms and Conditions, or applicable law or regulations.

#### REPORTING OTHER SUSPECTED VIOLATIONS OF USE.

To report other violations of use, please contact the DMCA Agent using the information below. To report a child exploitation incident involving the Internet contact law enforcement immediately.

#### Notification of Copyright Claim:

If you believe that a Web page is hosted by TVIfiber and is violating your rights under U.S. copyright law, you may file a complaint of such claimed infringement with the TVIfiber designated agent as described below:

#### DMCA Agent

TVIfiber, Attn: Copyright Claims, PO Box 512, Batesville, MS 38606 [customercare@tvifiber.com](mailto:customercare@tvifiber.com)

In compliance with Section 512(c)(3) of the U.S. Copyright Act DMCA Complaints must be in writing and contain the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit TVIfiber to locate the material;
4. Information reasonably sufficient to permit TVIfiber to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Be aware that anyone who makes false claims or misrepresentations concerning copyright infringement may be liable for damages under the DMCA. If you fail to comply with all requirements under Section 512(c)(3) of the DMCA, your notice may not be effective. TVIfiber maintains a policy that provides for the termination in appropriate circumstances of Users of TVIfiber's system or network who are repeat infringers.

#### TVIFiber's RESPONSE TO INFRINGEMENT CLAIMS.

Upon receipt of a compliant infringement notification TVIfiber will take reasonable steps to notify the alleged infringing party of receipt of the notification and that TVIfiber has removed or disabled access to the material.

#### COUNTER-NOTIFICATION IN RESPONSE TO CLAIM OF COPYRIGHT INFRINGEMENT.

In compliance with Section 512(g)(3) of the U.S. Copyright Act, if a notice of copyright infringement has been wrongly filed against you and you would like to submit a counter-notice, please forward your counter-notice to TVIfiber's designated agent at the address noted above. This process will invoke a dispute between you and the complaining party. Your counter-notification must be in writing and contain the following information:

1. A physical or electronic signature of an authorized person;
2. Identification of the material that was removed or access to which was disabled and the location at which material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that

the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification; 4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the federal district in which you are located and that you will accept service of process from the complainant. Upon receipt of an appropriate written counter notification, as described above, TVIfiber will provide the person who provided the notification under DMCA subsection 512(c)(1)(C) with a copy of the counter notification, and inform such person that TVIfiber may replace the removed material or cease disabling access to it in 10 business days. Thereafter, TVIfiber may replace the removed material and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the counter notification, unless TVIfiber's designated agent first receives notice from the person who provided the notification under DMCA subsection 512(c)(1)(C) that such person has filed an action seeking a court order to restrain the alleged infringing party from engaging in infringing activity relating to the material on TVIfiber's system or network.

You should be aware that substantial penalties under U.S. law apply for a false counter-notice filed in response to a notice of copyright infringement.

#### REPEAT INFRINGERS:

It is our policy in appropriate circumstances to disable and/or terminate the accounts of Users who are repeat infringers.

#### SYSTEM AND NETWORK SECURITY:

Users are prohibited from violating or attempting to violate the security of TVIfiber, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, flooding, mail bombing or crashing, (d) forging any packet header or any part of the header information in any e-mail or newsgroup posting, or (e) taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. TVIfiber may investigate occurrences that may involve such violations, and TVIfiber may involve and cooperate with law enforcement authorities in prosecuting Users who are alleged to be involved in such violations.

#### SUSPENSION OR TERMINATION.

Any User which TVIfiber determines, in its sole discretion, to have violated any element of this Acceptable Use Policy shall receive a written warning, and may be subject at TVIfiber's discretion to a temporary suspension of service pending such User's agreement in writing to refrain from any further violations provided that TVIfiber may immediately suspend or terminate such User's service without issuing such a warning if TVIfiber, in its sole discretion deems such action necessary. If TVIfiber determines that a User has committed a second violation of any element of this Acceptable Use Policy, such User shall be subject to immediate suspension or termination of service without further notice, and TVIfiber may take such further

action as TVIfiber determines to be appropriate under the circumstances to eliminate or preclude such violation. TVIfiber shall not be liable for any damages of any nature suffered by any customer, User, or any third party resulting in whole or in part from TVIfiber's exercise of its rights under this Policy.

#### SERVICE MONITORING.

TVIfiber has no obligation to monitor the services, but may do so and disclose information regarding the use of the services for any reason if TVIfiber, in its sole discretion, believes that it is reasonable to do so, including to satisfy laws, regulations, or other governmental or legal requirements or requests to operate the services properly, or to protect itself and its subscribers.

#### PRIVACY.

Any User interacting with our site and providing TVIfiber with name, address, telephone number, e-mail address, domain name or URL or any other personally identifiable information permits TVIfiber to use such information for commercial purposes of its own, including contacting Users about products and services which may be of interest. All information concerning users of TVIfiber shall be kept in accordance with TVIfiber's then-applicable Privacy Policy and the requirements of applicable law. TVIfiber reserves the right to modify this Acceptable Use Policy at any time in its sole and absolute discretion. Changes and modifications will be effective when posted and any use of the Services after the posting of any changes will be considered acceptance of those changes.

#### NO WAIVER/SEVERABILITY.

Any failure of TVIfiber to enforce this Policy shall not be construed as a waiver of any right to do so at any time. If any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law, and any remaining portions will remain in full force and effect.

TVIfiber reserves the right to modify this Acceptable Use Policy at any time. We will notify you of any material changes via written, electronic, or other means permitted by law, including by posting it on our website. If you find the changes unacceptable, you have the right to cancel the Services. If you continue to use the Services after receiving notice of such changes, we will consider that as your acceptance of the changes.