

## **Pembroke Telephone Acceptable Use Policy**

With the exception of information specifically authored by or on behalf of Pembroke Telephone Company and its family of companies, Pembroke Telephone does not develop or publish, nor does Pembroke Telephone review, censor, or edit the materials and information accessible via Pembroke Telephone or other providers.

The persons and organizations, including Pembroke Telephone customers, that publish materials and information accessible via Pembroke Telephone are solely responsible for the content of such materials and information and are solely responsible to know and comply with all laws applicable to the publication of such materials and information. Pembroke Telephone does not accept responsibility for the content of the materials and information published by persons or organizations with access to Pembroke Telephone and does not accept responsibility for the violation of any laws resulting from such publication.

If persons or organizations accessing the Internet via Pembroke Telephone or another provider are offended by materials and information found on or received via the Internet, it is the persons' or organizations' responsibility to avoid or delete whatever is found to be offensive. Persons or organizations distributing information over the Internet via Pembroke Telephone are responsible for statements made in email, chat or discussion forums, and news groups and for information presented in web sites.

It is the responsibility of all Pembroke Telephone customers and their constituents who have access to Pembroke Telephone and other providers to comply with the Pembroke Telephone Acceptable Use Policy and the acceptable use policies governing other networks. The following guidelines constitute the Pembroke Telephone Acceptable Use Policy. It is the responsibility of all customers and others who have access to Pembroke Telephone to:

1. Agree that if Pembroke Telephone terminates your access account as a result of your violation of this agreement or Pembroke Telephone's online policies, you forfeit any right to a refund or any prepaid account charges, such forfeiture being agreed to by you and Pembroke Telephone as liquidated damages and not as a penalty. You further agree that Pembroke Telephone is under no obligation to forward any email for an account canceled due to a violation. Pembroke Telephone reserves the right to refuse the application or reapplication of anyone whose account has been canceled for a violation or anyone whom Pembroke Telephone suspects is acting on behalf of someone whose account has been canceled for a violation. Pembroke Telephone reserves the right to cancel or suspend all other accounts belonging to you if one of your accounts was involved in a violation.
2. Use Pembroke Telephone services and facilities in a manner which does not violate any laws or regulations.

3. Respect the privacy of other users, and to not intentionally seek information on, obtain copies of or modify files, other data, or passwords belonging to other users without permission.
4. Restrict access to authorized customers and their constituents and to disallow multiple concurrent logins of the same account which are not permitted.
5. Respect the legal protection provided by copyright, trademark, licenses, and other laws to programs, data, and documents.
6. Minimize unauthenticated or anonymous access accounts and the transmission or distribution of messages or articles from those accounts.
7. Use Pembroke Telephone services and facilities in a manner that does not interfere with or disrupt any network users, services, or equipment. Such interference or disruption includes, but is not limited to:

## **Email**

1. Illegal use. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under is prohibited.
2. Harm to minors. Using the Services to harm, or attempt to harm, minors in any way is prohibited.
3. Threats. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property is prohibited.
4. Harassment. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another is prohibited.
5. Fraudulent activity. Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam, including but not limited to "pyramid schemes", "ponzi schemes", and "chain letters," is prohibited.
6. Forgery or impersonation. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers in news postings in order to avoid spam e-mail address collectors is allowed.

7. Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the customer must not send that person any further email.

8. Customers are explicitly prohibited from sending unsolicited bulk mail messages ("junk mail" or "spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it. Pembroke Telephone reserves the right to charge a "Cleanup charge". This charge is on a case by case basis. Please call us at (912)-653-4000 with any questions on this charge.

9. Malicious email, including but not limited to "mailbombing" (flooding a user or site with very large or numerous pieces of email), is prohibited.

10. Pembroke Telephone accounts or services 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 that provider.

11. These rules apply to other types of Internet-based distribution mediums as well, such as RLG's Ariel system (a system for sending Fax-like documents over the Internet). USENET postings have their own regulations; see below.

## **USENET**

1. Pembroke Telephone provides an uncensored newsgroup. As such, Pembroke Telephone does not control the content of the newsgroups available to its customers. Pembroke Telephone is not responsible for the content of any USENET posting, whether or not the posting was made by a Pembroke Telephone customer.

2. Postings to USENET newsgroups must comply with the written charters or FAQs for those newsgroups. Advertisements should be only posted in those newsgroups whose charters/FAQs explicitly permit them. The poster is responsible for determining the etiquette of a given newsgroup, prior to posting to it.

3. Customers are prohibited from posting the same or similar message to large numbers of newsgroups (excessive cross posting or multiple posting, also known as "USENET spam").

4. Customers are prohibited from posting chain letters of any type.

5. Customers are prohibited from posting binary files to newsgroups not specifically named for that purpose.

6. Customers are prohibited from canceling or suspending posts other than their own, with the exception of official newsgroup moderators performing their duties.

7. Customers are prohibited from forging header information. This includes attempting to circumvent the approval process for posting to a moderated newsgroup.

8. A customer may not solicit mail for any other address other than that of the customer's Pembroke Telephone account or service, with the intent to harass or collect replies after Pembroke Telephone service has been terminated.

9. Customers are prohibited from propagating computer worms or viruses, consuming excessive Pembroke Telephone systems resources, and using the network to make unauthorized entry to other computational, information, or communications devices or resources. This includes unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host a system without permission.

**Enforcement and Violations:** Each Pembroke Telephone customer shall be responsible to distribute, publicize, and enforce the Pembroke Telephone Acceptable Use Policy at their locations among all Pembroke Telephone users. Even though Pembroke Telephone does not review, censor, or edit the materials and information accessible via Pembroke Telephone or other networks which may be accessed via Pembroke Telephone, if Pembroke Telephone becomes aware that a customer or constituent is in violation of the law or this Acceptable Use Policy, Pembroke Telephone reserves the right to impose disciplinary action up to and including discontinuing Pembroke Telephone access and forfeiting all payments made to that date. Evidence of illegal or prohibited activities may be disclosed to law enforcement authorities. Pembroke Telephone reserves the right to assign charges or fees to customers who violate part or all of this policy.

**Hosting:** Pembroke Telephone will cancel any website that contains the following:

1. Software for distributing spam.
2. Web pages which are promoted directly or indirectly by spam.
3. Pornography of any kind.
4. Copyrighted material distributed without express and legal permission of the copyright holder.

### **Service Agreement**

1. I understand that I may cancel my account at any time effective at the end of that billing cycle.
2. I understand that Pembroke Telephone may change its prices on occasion, and that I will be given a 15 day written or electronic mail notice beforehand.
3. I understand that multiple simultaneous logins are not allowed and if this occurs I will be billed for a second account.
4. I understand that unlimited access non-dedicated line dialup accounts are not limited in their hours, but are not intended to be full time connections and connection may be interrupted by Pembroke Telephone at its discretion.

5. I understand that Pembroke Telephone cannot guarantee that I connect at my modem's maximum speed due to the condition (noise, signal loss, or distance) of phone lines between myself and Pembroke Telephone's network.
6. I agree to keep my password as private and confidential information.
7. I understand that the information available through Pembroke Telephone or interconnecting networks may not be accurate, or may be intended for adult audiences.
8. I understand that most Internet communications are not secure, and may be subject to interception or loss.
9. I understand that the use of my Pembroke Telephone account, and any data or information accessed using that account will be completely at my own risk.
10. I agree that Pembroke Telephone shall have no liability for the services, data or information made available to me, including any liability for any consequential, indirect, special or incidental damages regardless of the success or effectiveness of other remedies.
11. I understand that Pembroke Telephone reserves the right to terminate my account at any time, for any reason, including, but not limited to, my failure to abide by the terms of this agreement or my failure to pay any charges when due.
12. I understand that Pembroke Telephone monitors for network activity that it feels abuses the Internet and/or Pembroke Telephone systems and services and may take action it deems appropriate, including but not limited to blocking vulnerable network ports, filtering known malicious hosts/networks, and filtering of unsolicited commercial e-mail (SPAM), to protect those systems and services. Pembroke Telephone is NOT liable for any loss due to this policy.
13. I understand that Pembroke Telephone reserves the right to modify this policy at any time. A current copy of this policy is available upon request from Pembroke Telephone.

Information and/or questions related to the Pembroke Telephone Acceptable Use Policy should be addressed to:

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