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INTERNET ACCEPTABLE USE POLICY

FiberNet Monticello (FiberNet) provides Internet access and e-mail to its customers. To protect the interests of all its customers and to ensure optimal service levels at all times, FiberNet has developed the following Acceptable Use Policy for customers as a guide to their rights and responsibilities when utilizing any and all of the services provided by FiberNet. A customer by virtue of using the services acknowledges and agrees to the terms outlined in this document. This Acceptable Use Policy may be revised in part or in full at any time by FiberNet. Continued use of services offered by FiberNet after such changes or enhancements to the Acceptable Use Policy have been made will constitute acceptance of any revisions that may have been made to the Acceptable Use Policy.

Content

All services provided by FiberNet may be used strictly for lawful purposes. FiberNet does not monitor, censor, edit or take any responsibility for customer content or communications from within the network controlled by FiberNet except in as much to determine if violations of the Acceptable Use Policy have occurred once a suspected violation has been brought to the written attention of the Abuse Team at FiberNet. Customers are fully and solely responsible for the content and use of their service as provided by FiberNet and every customer should ensure that his/her use falls within the guidelines of this Acceptable Use Policy. FiberNet cannot and will not monitor, censor, edit or otherwise interfere with information or content customers may retrieve from sources outside the FiberNet network even when such information is made available to customers through the use of material deliverable to any site or service maintained by FiberNet, such as via email. Because of this, FiberNet will not be responsible for injury or liability to any customer resulting from communications that may be offensive, misleading, illegal or otherwise unsuitable in the view of the customer.

Customers further agree to indemnify and hold harmless FiberNet or any of its subsidiaries from claims resulting from the use of any provided service which damages the customer of any other party.

Commercial Advertising – Email

The sending of unsolicited email (spamming) from a FiberNet server or referencing a domain hosted by FiberNet in any spam, whether originating from the FiberNet network or not, is forbidden. Should any such abuses be found, FiberNet reserves the right to immediately and without notice terminate the account of the offending customer. Sites that promote, sell, or otherwise provide access to spam software products or email lists or products that are solely for the purpose of extraction or sale of email addresses or which are used to send bulk email are not permitted on any FiberNet server.

Misuse of System Resources

To protect and maintain high availability of all its servers, activities designed to cause harm to or monopolize the resources of any server in the FiberNet network are strictly prohibited. This includes, but is not limited to, the use of programs that consume excessive CPU time; use of server space for backup or storage of material unrelated to the web site of an account; use of any provided mail services other than for the customer's own account; resale of disk space without an appropriate reseller agreement; use of servers to engage in any malicious or illegal activity, including unauthorized access to remote systems or providing the means for such access or engaging in any activity that can be used as a means to begin remote system penetration; distribution of viruses, worms, or any other electronic destructive resource; or maintaining or creating any free for all type sites.

Illegal or Indecent Content

Use of any FiberNet service to make any illegal, indecent or obscene content available via transmission, storage or display of such material is prohibited. Accounts maintaining such content are subject to suspension or termination without notice. Please see Consequences of Unacceptable Use.

Intellectual Property

Any activity that infringes on copyrights, trademarks, service marks, patents, software ownership or trade secrets held by any third party entity is prohibited. FiberNet is required by law to remove or suspend accounts that violate copyright held by third parties when notified that such infringement exists. Accounts that continually engage in such violations are subject to termination without notice. Material that infringes on the privacy or rights of others, or that otherwise represents a reasonable, credible threat, is prohibited. Disputes between parties where clear legal decisions cannot be determined by individual claims must be settled between those parties and valid legal documentation must be provided for action related to content on sites within the FiberNet network. In no instance will FiberNet be responsible for individual site material for which no authoritative documentation has been provided.

Other Activities

Any activity not defined above but judged by FiberNet at its sole discretion to be harmful to other customers or general operations of the network will be addressed on a case by case basis.

Consequences of Unacceptable Use

FiberNet reserves the right to suspend or terminate customer's access to its services upon notice of a violation of this policy. Notification of a copyright infringement will be delivered in electronic and written format. FiberNet will be required to disclose customer information in response to a properly issued subpoena. In the event FiberNet receives a second Notice of Infringement, Internet service will be suspended for a minimum of ten days or until adequate assurances have been provided to FiberNet and complaining party that the alleged infringing activity has stopped. After three notices are received service may be terminated if a court finds the Internet Subscriber liable for infringement violations. Indirect or attempted violations of this policy, and actual or attempted violations by a third party on behalf of customer, shall be considered violations of this policy by customer.

COPYRIGHT COMPLAINTS

The FiberNet Monticello official designated to respond to allegations of copyright infringement in accordance with the Digital Millennium Copyright Act, is identified below, along with contact information. The act requires the complainant to include certain information in a complaint, and providing that information in the initial contact may help speed resolution of the complaint.

Agent Contact Information

General Manager
118 W. 6th Street
Monticello, MN 55362
E-mail: service@fibernetmonticello.com
Phone: 763-314-0100

DIGITAL MILLENNIUM COPYRIGHT ACT

The Digital Millennium Copyright Act specifies that all infringement claims must be in writing (either electronic mail or paper letter) and must include the following elements:

- a physical or electronic signature;
- identification of the infringed work;
- identification of the infringed material;
- contact information for the complainant, e.g. address, telephone number, electronic mail address;
- 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 or the law; and
- a statement that the information contained in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the copyright owner.