

RED RIVER RURAL TELEPHONE ASSOCIATION

DBA RED RIVER COMMUNICATIONS

Policy No. 308

Policy: Internet Acceptable Use

Adopted: 2010

Amended: 2/22/2024, 7/18/24

Rescinded:

I. OBJECTIVE

To establish guidelines for acceptable usage of internet services.

II. POLICY

Information transiting the Red River Communications (RRC) network is unrestricted unless listed as unacceptable per this policy.

A. The Customer agrees to use internet services for lawful purposes, in compliance with all applicable laws. The following use restrictions apply:

1. Content. The Customer shall not disseminate or publish any content which is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, harassing, illegal, or otherwise objectionable that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise give rise to liability or violate any law; downloading or transmitting confidential, trade secret information, or copyrighted materials. Any violation of these restrictions may result in immediate disconnection from RRC services at its discretion.
2. Abusing other users. Customers shall not abuse other users. Such abuse consists of acts by a Customer that either threatens, harasses, uses abusive language or attempts to disrupt the peace and serenity of another internet user. Examples of such abuse would be the use of vulgar language or the making of threatening or disparaging sexual comments in an internet chat room.
3. Disruptive use. Any activity which propagates denial of service attacks (DoS), computer worms, viruses, or transmissions of any type which causes disruption of service due to facilities overload which disables or otherwise impedes the use of the network by other users.
4. Account Sharing or Resale. Customer will not share, resell, or distribute the internet services obtained from the Company to others not authorized by the Company to use those services. Each account is limited to a single household or business. The resale of the internet service is strictly prohibited unless authorized

by a separate agreement establishing terms and conditions satisfactory to the Company for the resale of its services.

5. Security. Customers are responsible for maintaining the security of their accounts. It is recommended that Customers change their password periodically. RRC makes no warranties, expressed or implied, concerning the security of the Customer's data, devices or network.

B. Violation Monitoring

1. Investigation. RRC reserves the right to investigate suspected violation of these guidelines.
2. During an investigation, RRC may suspend the account or accounts involved. If RRC believes a violation of these guidelines has occurred, it may take responsive action at its sole discretion. Such action may include, but is not limited to warnings to the Customer or Customers responsible, and the suspension or termination of the account or accounts responsible. RRC reserves the right to terminate the Customer's account with or without notice. RRC, at its sole discretion, will determine what action will be taken in response to a violation on a case-by-case basis. Violations of these guidelines could also subject the Customer to criminal or civil liability.
3. Law Enforcement. To comply with applicable statutes and lawful government requests, RRC reserves the right to access and disclose any information. RRC will fully cooperate with law enforcement authorities.

C. Consequences of Abuse

Misuse of internet access will result in loss of the Customer's access rights through RRC internet access.

D. Disclaimer

RRC provides internet access 'as is' and without warranties of any kind either express or implied. RRC does not warrant that service will be uninterrupted or error-free or that RRC equipment is free of viruses or other harmful code.

As a RRC subscriber, the Customer is entirely responsible for maintaining the security of Customer-owned equipment. The Customer is also responsible for any and all activities related to their account. The Customer agrees to immediately notify RRC of any unauthorized use of their account or any other breach of security. The Customer agrees to indemnify, defend, and hold harmless the providers of any liability or expense arising from such use or misuse.

Limitation of Liability

Under no circumstances, including, but not limited to negligence, shall RRC be liable for any damages or consequential damages that result from the use of, or inability to use, its

internet services. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply.

III. RESPONSIBILITY

It shall be the responsibility of Management to administer this policy as established by Red River Communications.

Secretary