

Introduction

Albany Mutual Telephone's Internet Acceptable Use Policy is to protect Albany Mutual Telephone, its subscribers and the Internet community in general from irresponsible or, in some cases, illegal activities. All Albany Mutual Telephone subscribers must adhere to these guidelines. Albany Mutual Telephone hopes and expects that common sense and good judgment will guide our subscriber's Internet activities.

General Policy

All information traversing the Albany Mutual Telephone Internet backbone and its associated networks are unrestricted unless listed as unacceptable under this policy.

It is the policy of Albany Mutual Telephone Internet to provide its subscribers electronic access to the broadest possible number of organizations connected to the Internet. Albany Mutual Telephone accomplishes this through connectivity to one or more state, regional or national backbone networks. All traffic that exits the Albany Mutual Telephone Internet backbone and its associated networks and traverses to numerous other networks to which our network is directly or indirectly connected, must conform to the acceptable use policies governing those other networks.

Modem Usage (Dial-up customers only)

Albany Mutual Telephone Internet dial-up accounts are for attended un-metered interactive usage. Albany Mutual Telephone Internet dial-up accounts are for periodic, active use of e-mail, newsgroups, file transfers, Internet chat, games and browsing the Internet. Subscribers may stay connected as long as they are actively using the connection for the above purposes. Albany Mutual Telephone expressly prohibits automatically sending packets (pinging) and does not consider this as attended usage. Albany Mutual Telephone will terminate such connections and repeated violations of this policy will result in cancellation of the user's Albany Mutual Telephone Internet account. Accordingly, Albany Mutual Telephone maintains the right to terminate any member's connection following any extended period of inactivity as determined by Albany Mutual Telephone.

Albany Mutual Telephone's Internet dial-up subscribers may not have more than one computer actively connected to a given Internet dial-up account at the same time. To maintain availability to all our subscribers, we maintain an acceptable user/modem ratio; thus, all users effectively must share a modem with other users. For this reason, Albany Mutual Telephone automatically terminates inactive sessions after 20 minutes of idle time. If you are connected for an extended period of time (4 or more hours) your connection may be terminated to free up resources for other users, this is *dependent upon current system load during high demand periods*. Continuous connections over an extended time, as determined by Albany Mutual Telephone, prevent other users from accessing their accounts. Therefore, Albany Mutual Telephone does not permit unattended connections over extended periods.

These Internet services are not for resale, special circumstance may allow for the resale of services, however prior arrangement and written permission from Albany Mutual Telephone is required. Privacy Policy: It is the responsibility of the subscriber or associated organization to:

- Use the service in a manner that is consistent with ethical practice and accepted community standards.
- Respect the privacy of other subscribers and not to seek information pertaining to other subscribers without their explicit permission. This includes but is not limited to personal data, passwords, access to confidential files, or modification of files belonging to other subscribers.

Unacceptable Use Policy

It is not acceptable to use Albany Mutual Telephone Internet services or facilities for any of the following purposes:

- Any illegal use that violates any applicable laws or regulations
- To disseminate messages or files whose content would likely be highly offensive to the recipient(s)
- Harassment & threats. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses or threatens another.
- To attempt or make unauthorized entry into any computer systems, information storage, or communication devices or resources
- To propagate computer worms, viruses or transmissions of any type, which disable or otherwise impede or disrupt the recipient's facilities or equipment
- To make distributions of unsolicited bulk E-mail/SPAM
- Using the Services to harm, or attempt to harm, minors in any way. Among other uses, use of the Services to receive, distribute, solicit, present or in any other way promote child pornography is expressly prohibited. If such activities are occurring and Albany Mutual Telephone is aware of such activities Albany Mutual Telephone reserves the right to contact the proper authorities.
- To cause disruption of our services or any other entities service by any means.
- To operate your own e-mail, web, FTP, gaming server, is prohibited.
- Making services available to anyone else is strictly prohibited.
- To violate any part of the Digital Millennium Copyright Act of 1998 by illegally receiving or distributing any material that is considered copy written. Immediate termination of services will follow any violation.

E-mail Policy

In addition to the e-mail terms of use stated in the section titled Unacceptable Use Policy, the following rules and conditions also apply:

- Check and remove your e-mail from the server on a regular basis, at least once a week.
- We reserve the right to delete any e-mail from the server and will do so if the e-mail is more than 31 days old.
- If your email account is inactive (not signed into) for 180 days (about 6 months) it will be completely erased and it would be possible for someone else to register and use that email user name. You can reactivate your email account at any time within those 180 days by signing in and using it.
- We reserve the right to filter all incoming or outgoing email for potentially destructive contents.
- Do not consider Internet e-mail to be a secure means of communications. While no one other than system administrative personnel (throughout the Internet) would normally have access to e-mail messages, the content of a message is nothing more than plain text in readable form. If more security is required, consider using an encryption program to encrypt messages before sending. The recipient of the message must decrypt the message using an agreed upon method.
- Do not consider Internet e-mail to be 100% reliable. While there are many safeguards built into the system, the Internet is not at all infallible. If you must know that a message got through, request the recipient of your message to reply to you immediately confirming that they received your message.
- Do not use webmail access as your only means of email activities.

If any of the conditions stated in this e-mail policy are contrary to your needs, please [contact us](#) for additional information or to make further arrangements. If any of the mentioned conditions are violated there will be a warning either in writing or verbally and if there is still no compliance services will be terminated.

Web Page Policy

Albany Mutual Telephone subscribers are permitted, with their subscriptions, storage space for a personal web page. Albany Mutual Telephone has the right to monitor these pages for usage and content. A web page found to be utilized for business advertising activities or promotion of any sort will be subject to Albany Mutual Telephone's current monthly storage fees and/or the page will be, after a twenty-four hour notification to the subscriber, removed.

Albany Mutual Telephone is held harmless from liability for personal web pages and their interruption of services or access to the page. The subscriber is responsible for backups to the site, as well as such elements as use, notification, and/or maintenance of trademarks, copyright, etc. Albany Mutual Telephone and/or any other indirect or direct damages a customer may suffer as a result of a system failure, down time, data loss by this or any other system, interruption or lack of access.

Digital Millennium Copyright Act of 1998

Albany Mutual Telephone is committed to complying with U.S. Copyright laws. Our policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for owners of copyrighted material who believe their rights under U.S. copyright law have been infringed on the Internet. Under the DMCA, copyright owners may contact the authorized agent of an Internet Service Provider to report alleged infringements of their protected works appearing on Web pages hosted by the service provider. Upon receipt of a properly filed complaint satisfying the requirements of the DMCA, Albany Mutual Telephone will remove or block access to the allegedly infringing material.

In compliance with the Digital Millennium Copyright Act, all claims of copyright infringement for material that is believed to be residing on Albany Mutual Telephone's system or network should be promptly sent in the form of written communication to the authorized agent.

Valid complaints must include the following information as ordered by the Digital Millennium Copyright Act, 17 U.S.C. 512 (c) (3):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site is covered by a single notification, a representative list of such works at that site.
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 Albany Mutual Telephone to locate the material.
4. Information reasonably sufficient to permit Albany Mutual Telephone to contact the complaining party, such as 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.

*For more details see 17 U.S.C. 512 (c) (3): <http://www.copyright.gov/legislation/hr2281.pdf>

Copyright Policy

It is the subscribers' responsibility to respect the legal protection provided by copyright and license to programs, data, and other information accessible through our Internet services. We reserve the right to monitor the system.

Menu System Policy

Albany Mutual Telephone provides a menu system, located at www.albanytel.com, as a courtesy to Albany Mutual Telephone Internet customers. The links placed at this location and on subsequent pages that leave our site do not indicate any endorsement or recommendation of the product or service that the linked-to web site is providing. Albany Mutual Telephone is not responsible for the content, availability or organization related to such web sites. Inquiries of this nature must be directed to the party or parties responsible for a particular web site.

All links on the menu system are subject to review and approval by Albany Mutual Telephone. Albany Mutual Telephone may add, remove or relocate links at any time.

Please [contact us](#) if you have comments or questions about the menu system.

User Responsibilities

- All subscribers of Albany Mutual Telephone Internet Services are responsible for publicizing this Acceptable Use Policy at their locations.
- All participating telephone companies and resellers are responsible for communicating this policy to the appropriate administrative authorities at all user sites connected to theirs via connections not directly supported by Albany Mutual Telephone Internet Services.
- The ultimate responsibility for assuring the acceptability of use according to this policy is with the individual end-user that originates the communication.
- All users are responsible for keeping up to date with the Acceptable Use Policy.
- All users are responsible for maintaining their own system security, through use of a firewall or other security measures.
- Users are responsible for maintaining their own Virus Protection. Viruses are a very real and dangerous threat and it is a necessity for Internet user to have some form of anti-virus protection. It is the Customers responsibility to keep their virus protection up to-date and the customer is responsible for any damage caused by a virus. Albany Mutual Telephone is not responsible for any damages that occur to a customers system due to virus contamination.
- Users of High Speed Internet connections such as DSL are responsible for their own computer system(s) security. Albany Mutual Telephone does not provide firewall protection for any of its customers. It is the responsibility of the customer to install the proper firewall protection on their system(s) in order to protect themselves from potential security breaches (i.e. hackers). Because High Speed Internet connections are an always-on service and use publicly accessible IP addressing, the risk of someone infiltrating or compromising a computer system(s) is much greater. In no way shall Albany Mutual Telephone be liable for any damages of any kind as the subscriber assumes all inherent risk and full responsibility for the security of the computer system(s). Albany Mutual Telephone strongly recommends the installation and proper configuration of a firewall to meet the security needs of the computer system(s).

Enforcement

Management at Albany Mutual Telephone will review alleged violations of this policy on a case-by-case basis. A violation may result in denying the user access to the network, termination of access to all services, and forfeiture of all fees paid.

Albany Mutual Telephone will report evidence of illegal activities to the appropriate law enforcement authorities.

Policy Modifications

Albany Mutual Telephone Internet Services reserves the right to modify this policy at any time. Subscribers will receive prompt notification of all changes.

Usage Agreement

The undersigned appoints as limited agent to order and make changes in service associated with the activation of Albany Mutual Telephone Internet Services as specified above. As an accepted Internet access user through the Albany Mutual Telephone network. I agree to abide by the present and future rules and bylaws of Albany Mutual Telephone including the Acceptable Use Policy. I agree to follow the rules of any connected networks if and when using those networks. I recognize that Albany Mutual Telephone offers not guaranty or warranty on the performance of its network and Internet connections, nor on the performance of gateway connection to other networks. I agree to hold Albany Mutual Telephone and their officers, directors and agents harmless from any profits arising from special, indirect, or consequential damages including but not limited to lost profits, loss of opportunity, or any other loss which may result from the use of, misuse of, or lack of availability of Albany Mutual Telephone and or their facilities. I further agree that regardless of the basis on which I may claim to be entitled to recover damages from Albany Mutual Telephone (including fundamental breach, negligence, misrepresentation, or other contract or tort claim). Albany Mutual Telephone will be liable for no more than (1) damages for bodily injury and (2) the amount of any other actual direct damages not to exceed the charges for the product or service that is subject of the claim.

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