

ACCEPTABLE USE POLICY
North-Eastern Pennsylvania Telephone Company

1. INTRODUCTION

This Acceptable Use Policy ("AUP") is attached to and is an integral part of the End User Agreement which governs Customer's use of the Internet services ("Service") provided by the Company, whether Customer subscribes to the Service or not, and Customer agrees to all the terms set forth herein.

Generally, Company does not monitor or edit the content posted by Customer's of the Service or other Internet services that may be available on or through the Service (e.g., newsgroups, chat rooms, message boards, etc.). However, Company and its agents reserve the right at their sole discretion to remove any content that, in Company's judgment, does not comply with the AUP or is otherwise harmful, objectionable, or inaccurate. Company is not responsible for any failure or delay in removing such content.

In addition, Company may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged criminal or civil wrongdoing. Any violation of this AUP may result in the suspension or termination of either Customer's access to the Service and/or Customer's account. Customer agrees to indemnify, defend, and hold Company harmless from any claims resulting from the use of this Service, which damages Customer or another party. At Company's sole discretion, Company may revoke Service access for inappropriate usage. Use of any information obtained via the Service is at Customer's own risk. Company is not responsible for the accuracy, quality, or content of information obtained through the Service. This AUP should be read in conjunction with Company's End User Agreement and other policies.

2. VIOLATIONS

The following constitute violations of Company's AUP:

- (A) Using the Service to gain unauthorized access to any computer systems.
- (B) Using the Service 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 thereunder.
- (C) Using the Service to interfere with access to the Internet by other parties or disrupt the network used by Company.
- (D) Using the Service to harm, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age, or disability.
- (E) Using the Service to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- (F) Using the Service to harass, threaten, embarrass or cause distress, unwanted attention or discomfort upon another.

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2. VIOLATIONS – cont.

- (G) Using the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes,” “ponzi schemes,” and “chain letters.”
- (H) Adding, removing or modifying identifying network header information in an effort to deceive or mislead.
- (I) Using the Service to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, is prohibited.
- (J) Using the Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Company or another entity’s computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- (K) Using the Service to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- (L) Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- (M) Using the Service to harm minors in anyway.
- (N) Reselling the Service without Company’s authorization.

3. DIAL-UP USAGE

All dial-up accounts under the Service are allowed an unlimited number of sessions, however, these are not dedicated access accounts. Automated means of avoiding disconnections due to inactivity are prohibited. Such automated means include electronic or software auto-dialers, programs that maintain an active connection, pinging the mail server, repetitive e-mail checks and any other means currently available or developed in the future. Please refer to Company’s web site or customer service for the current pricing for Company’s accounts and any excess usage charges.

4. REVISIONS BY COMPANY OF THIS AUP

Company reserves the right to revise, amend, or modify this AUP, its End User Agreement and/or any other policies at any time and in any manner. Any revision, amendment, or modification will be posted in accordance with the terms of the End User Agreement.