

Western Iowa Networks Acceptable Use Policy

As a provider of Internet access, web site hosting, and other Internet-related services, Breda Telephone Corp. and its affiliate companies d.b.a. Western Iowa Networks ("WIN") offers its customers (also known as subscribers), and their customers and users, the means to acquire and disseminate a wealth of public, private, commercial, and non-commercial information. WIN respects that the Internet provides a forum for free and open discussion and dissemination of information, however, when there are competing interests at issue, WIN reserves the right to take certain preventative or corrective actions. In order to protect these competing interests, WIN has developed an Acceptable Use Policy ("AUP"), which supplements and explains certain terms of each customer's respective service agreement and is intended as a guide to the customer's rights and obligations when utilizing WIN's services. This AUP will be revised from time to time. A customer's use of WIN's services after changes to the AUP are posted on WIN's company web site, www.westianet.com or www.westianet.net, will constitute the customer's acceptance of any new or additional terms of the AUP that result from those changes.

One important aspect of the Internet is that no one party owns or controls it. This fact accounts for much of the Internet's openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information which they disseminate to others. When subscribers obtain information through the Internet, they must keep in mind that WIN cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because WIN cannot monitor or censor the Internet, and will not attempt to do so, WIN cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal Internet communications.

When subscribers disseminate information through the Internet, they also must keep in mind that WIN does not review, edit, censor, or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over WIN's network and may reach a large number of people, including both subscribers and nonsubscribers of WIN, subscribers' postings to the Internet may affect other subscribers and may harm WIN's goodwill, business reputation, and operations. For these reasons, subscribers violate WIN policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

Spamming -- Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward WIN, but also because it can overload WIN's network and disrupt service to WIN subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, WIN has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.

Intellectual Property Violations – Using Internet service to transmit any material (by e-mail or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of WIN or 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.

Obscene Speech or Materials -- Using WIN's network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. WIN is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through WIN's network.

Defamatory or Abusive Language -- Using WIN's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers -- Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Sharing or Reselling of Service – Sharing or Reselling WIN service to anyone who is not a member of Customer's household or business.

Illegal or Unauthorized Access to Other Computers or Networks -- Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities -- Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, ping, flooding, mailbombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

Facilitating a Violation of this AUP -- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP, which includes the facilitation of the means to spam, initiation of ping, flooding, mailbombing, denial of service attacks, and piracy of software.

Export Control Violations -- Exporting encryption software over the Internet or otherwise, to points outside the United States.

Usenet Groups -- WIN reserves the right not to accept postings from newsgroups where WIN has actual knowledge that the content of the newsgroup violates the AUP.

Other Illegal Activities -- Using Internet service in any manner that violates local, state or federal law, including without limitation using Internet service to transmit any material (by e-mail or otherwise) whose transmission is unlawful under any local, state or federal law applicable to such transmission.

Other Activities -- Engaging in activities, whether lawful or unlawful, that WIN determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

Harm to Minors -- Using Internet service to harm or attempt to harm, minors in any way.

Fraudulent Activity -- Using Internet 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," unregistered sales of securities, securities fraud and "chain letters."

WIN is under no obligation to monitor a customer's usage, bandwidth, transmissions and/or content of Internet service. However, WIN may monitor the usage, bandwidth, transmissions and content of Internet service periodically (i) comply with any necessary laws, regulations or other governmental requests or (ii) operate Internet service properly or to protect itself, its network and its customers and subscribers. WIN reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that is, in its sole discretion, believes is unacceptable or in violation of this AUP or any other terms and provisions applicable to Internet service.

All customers must comply with this AUP. WIN reserves the right to terminate or suspend Internet service immediately or to otherwise disconnect, remove, block, filter or restrict your use of Internet service if WIN determines, in its sole discretion, that such use violates this AUP. WIN will cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. If WIN believes that you have used Internet service for an unlawful or unauthorized purpose, WIN may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to WIN's forwarding of any such communications and information to these authorities. In addition, WIN may provide information in response to law enforcement requests, lawful government requests, subpoenas, and court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to you or others.

WIN also is aware that many of its subscribers are, themselves, providers of Internet services, and that information reaching WIN's facilities from those subscribers may have originated from a customer of the subscriber or from another third-party. WIN does not require its subscribers who offer Internet services to monitor or censor transmissions or web sites created by customers of its subscribers. WIN has the right to directly take action against a customer of a subscriber. Also, WIN may take action against the WIN subscriber because of activities of a customer of the subscriber, even though the action may affect other customers of the subscriber. Similarly, WIN anticipates that subscribers who offer Internet services will cooperate with WIN in any corrective or preventive action that WIN deems necessary. Failure to cooperate with such corrective or preventive measures is a violation of WIN policy.

WIN also is concerned with the privacy of on-line communications and web sites. In general, the Internet is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, WIN urges its subscribers to assume that all of their on-line communications are insecure. WIN cannot take any responsibility for the security of information transmitted over WIN's facilities.

The PROTECT Our Children Act is a federal statute that imposes certain reporting and retention requirements for ISPs (and other companies which provide electronic communications service or remote computing service) and who have actual knowledge of activities involving child pornography or the sexual exploitation of children. WIN is required to report actual knowledge of certain criminal behavior to the National Center for Missing and Exploited Children (NCMEC) tip line. If it appears that the information relates to a crime, such as child pornography, reporting will be made, which includes information about the individual, geographic location of the information, and other pertinent data.

WIN expects that its subscribers who provide Internet services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate WIN policy. Finally, WIN wishes to emphasize that in signing the service agreement, subscribers indemnify WIN for any violation of the service agreement, law, or WIN policy, that results in loss to WIN or the bringing of any claim against WIN by any third-party. This means that if WIN is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will pay any damages awarded against WIN, plus costs and reasonable attorneys' fees.

WIN hopes this AUP is helpful in clarifying the obligations of Internet users, including WIN and its subscribers, as responsible members of the Internet. Any complaints about a subscriber's violation of this AUP should be sent to customerservice@westianet.com.

READ CAREFULLY: BY SIGNING THE SERVICE AGREEMENT AND/OR USING SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY REVIEWED AND ARE FULLY FAMILIAR WITH THIS ACCEPTABLE USE POLICY, AND YOU AGREE TO COMPLY WITH ALL OF THE TERMS, CONDITIONS AND PROVISIONS CONTAINED HEREIN.