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### **D & P COMMUNICATIONS ACCEPTABLE USE POLICY**

This Acceptable Use Policy ("this Policy") governs your use of the D & P Communications Internet service ("the Service"). All subscribers to the Service are required to comply with this Policy. Failure to comply with this Policy are grounds for termination of the Subscription and Service Agreement.

The Service enables residential and commercial subscribers to enjoy the benefits of a high-speed, high-quality connection to the Internet. D & P Communications aims to provide its customers with a high quality residential and business Internet service. In order to help accomplish this goal, D & P Communications has adopted this Policy. This Policy outlines acceptable use of the Service.

The Service provides access to the Internet which is used by millions of other users. Each user of the Internet benefits by being able to share resources and communicate with other members of the Internet user community. However, as with any community, the benefits and information available through the Service and the Internet in general must be balanced with the duties, obligations, and responsibilities each user has to ensure that all users are able to use the Service and Internet as they wish without unreasonable disruption, interference, or other negative consequences.

In general, and as more completely stated below, this Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. D & P Communications may revise this Policy from time to time by posting a new version on the website and providing notice via automated service messaging or other similar messaging. Revised versions of this Policy are effective seven (7) days after posting. Subscribers should review this Policy periodically to ensure continuing compliance, as detailed below.

Use of the Service is subject to the rules and guidelines stated herein. Each subscriber to the Service is responsible for ensuring that the use of the Service complies with this Policy.

**ANY SUBSCRIBER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS, AS AMENDED OR REVISED FROM TIME TO TIME, SHOULD IMMEDIATELY STOP USE OF THE SERVICE AND NOTIFY THE RESPECTIVE D & P COMMUNICATIONS CUSTOMER SERVICE GROUP SO THAT THE SUBSCRIBER'S ACCOUNT MAY BE CLOSED.**

## **Prohibited Activities**

You may only use the Services for lawful purposes and in accordance with this Policy. In addition to the prohibited activities discussed in the sections below, prohibited activities include, but are not limited to:

1. Activities that in any way that violate or encourage the violation of applicable federal, state, local, or international law or regulation, (including, without limitation, any laws regarding child Pornography, obscene material, or exporting data to and from the U.S. or other countries);
2. Using the Service for the purpose of exploiting, harming, or attempting to exploit or harm, minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
3. Intentionally transmitting any file or material which contains a virus, worm, or other harmful component;
4. Engaging in any activity that restricts or inhibits anyone's use or enjoyment of the Service or the Internet, or which D & P Communications determines in its sole discretion may cause liability or harm to D & P Communications, the Service, or anyone else;
5. Gaining unauthorized access to any site, file, material, information, or equipment;
6. Using the Service in any way which violates a copyright or the intellectual property rights of others, or sending, knowingly receiving, uploading, downloading, using, or re-using any material that violates the rights of any individual or entity established in any jurisdiction;
7. Using the Service in connection with pyramid or other illegal soliciting schemes, or transmitting or causing the sending of any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
8. Engaging in fraudulent activities, such as impersonating another, forging a digital or manual signature, or wrongfully acquiring goods or services;
9. Using the Service to engage in activity which is a violation of any law or regulation.

### **Attempts to engage in prohibited activities will be treated as violations of this Policy.**

Subscribers are responsible for any misuse of the Service, even if the misuse was committed by a spouse, child, family member, friend, guest, employee, agent, customer, or other persons provided with access to the subscriber's account. Accordingly, subscribers must take steps to prevent unauthorized access to the Service and any misuse of the Service by authorized users.

The Service may not be used to breach the security of another user or in any effort to gain

unauthorized access to any other person's computer, software or data. "Hacking" is prohibited.  
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Service may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the subscriber, logging on to or using a server or account without authorization, or probing the security of other networks. Use or distribution of tools designed for defeating security, such as password guessing programs, cracking tools, packet sniffers or network probing tools, are prohibited.

Any attempt to disrupt any portion of the Service is a violation of this Policy. The Service also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The knowing or intentional transmission or dissemination of any information or software which contains a virus or other harmful feature is also a violation.

### **Security**

Subscribers are solely responsible for the security of any device connected to the Service, including any files or data stored on the device. In particular, D & P Communications recommends against enabling file or printer sharing while connected to the Internet. At a minimum, any files or services a subscriber elects to make available for remote access via the Internet should be password protected. Strong security protection is recommended.

### **Internet Content**

Some content available on the Internet may be offensive to some individuals, or may violate the law.

Material which may be considered to be highly offensive or pornographic is widely available on the

Internet. The technology is available to deliver these materials to individual computers without request. The technology is also available to make it difficult to exit a website without being forwarded to additional, related sites. Subscribers should be aware that even inadvertent contact with certain websites could result in the automatic downloading of files containing objectionable materials. Such files may remain on the personal computer after the connection is terminated.

Subscribers assume all responsibility and risk associated with accessing content on the Internet. D & P Communications has no responsibility or liability for any content contained on the Internet. Account holders with children may want to use a program which restricts access to offensive material on the Internet. No such program is 100% effective and D & P Communications is not responsible for the effectiveness or operation of such programs. Questions about the operation or effectiveness of such programs should be referred to the software publisher. Content questions or complaints should be addressed to the content provider.

Subscribers are solely responsible for any information which they publish on the web or through other Internet services. It is the subscriber's responsibility to ensure that only intended recipients receive the content. D & P Communications reserves the right to remove or to refuse to post any information or materials deemed to be offensive, indecent, or otherwise inappropriate in violation of this Policy, regardless of whether such material or its dissemination is unlawful. By reserving the right to remove or to refuse to post such information, D & P Communications is not undertaking any obligation to do so and has no liability for failing to do so.

D & P Communications has no obligation to monitor transmissions or postings made or received via the Service. However, D & P Communications has the right to monitor such transmissions and postings from time to time and to disclose the same in accordance with the Subscription and Service Agreement.

Each subscriber is required to ensure that all content transmitted, published, or distributed via the Service is in compliance with this Policy and assumes all responsibility for the results of the transmission, publication, or distribution of any content via the Service. D & P Communications is not responsible for, and has no liability for, any claims arising from the reproduction, publication, distribution, or display of such content through the Service.

You agree not to use the Service to send, knowingly receive, upload, download, use, or re-use any material that:

- Contains any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringes any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violates the legal rights (including the rights of publicity and privacy) of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations.
- Is likely to deceive any person.
- Promotes any illegal activity, or advocates, promotes, or assists any unlawful act.
- Causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person.

- Impersonates any person, or misrepresents your identity or affiliation with any person or organization.
- Gives the impression that they emanate from or are endorsed by D & P Communications or any other person or entity, if this is not the case.

### **Use of Electronic Mail**

Forging, altering or removing electronic mail headers is prohibited. No reference to D & P Communications may be included (e.g., by including "Organization: D & P Communications" in the header or by listing an IP address that belongs to D & P) in any unsolicited email even if the email is not sent through the Service. Except as otherwise provided for herein, you may not use the name "D & P Communications" for your own business purposes, and no reference to "D & P Communications" may be made in an e-mail or header which creates the inaccurate impression of employment or contractor relationship with D & P Communications, or the impression that the mail has been created or approved by D & P. D & P Communications reserves the right to refuse the registration of e-mail addresses on its system deemed to be offensive or indecent by community standards. By reserving these rights, D & P Communications is not undertaking any obligation to monitor the pool of e-mail addresses and has no liability for failing to do so.

"Mail bombing" (e.g., sending a number of copies of the same or similar message) is prohibited as is the sending of very large files, or messages with the intent to cause any disruption.

D & P Communications is not responsible for the forwarding of email sent to any account which has been suspended or terminated. Such email will be returned to sender, ignored, or deleted, at D & P's sole discretion.

### **Spam**

SPAM is defined as any unsolicited commercial email or any bulk e-mailing (unsolicited or otherwise) that poses a risk of disrupting service on D & P Communications' network. It is usually sent in large quantities to recipients who have not specifically opted or chosen to receive it.

SPAM poses significant problems for D & P Communications' IP network, and significant aggravation and inconvenience for D & P Communications' customers.

It is D & P Communications' policy relative to its various Internet access products that SPAM on its network will be neither supported nor condoned. Any D & P Communications customer (network user) who is found to either be:

- (1) originating SPAM from within the D & P Communications network, or
- (2) providing secondary support services (including but not limited to payment processing, order

fulfillment, or hosting web site associated with any SPAM, etc.) from the D & P Communications network in support of SPAM originating from elsewhere,

may be sanctioned within D & P Communications' sole and unlimited discretion, including without limitation a warning that such activity is not allowed over the D & P Communications network and will not be tolerated; suspension of the account and services for some finite period; and termination of all Internet access service from/through the D & P Communications network.

### **Use of Internet Relay Chat (IRC)**

The Service may be used to participate in "chat" discussions. Except as otherwise provided or described in the terms and conditions of service, D & P Communications does not monitor chat discussions and is not liable for any communications made via Internet chat.

It is a violation of this Policy to send messages which disrupt another Internet user's equipment, including software, hardware, or user display.

Flooding of chat discussions is prohibited. No more than two simultaneous chat connections may be maintained at one time. Automated programs such as "bots" or "clones" may not be used when the account holder is not physically present at the device.

### **Limitations on Bandwidth, Data Storage and Other Service Parameters**

The Service dynamically allocates most of its IP addresses. Any individual assignment may change frequently, which should have no adverse impact on typical use of the Service. However, such changed assignments may result in the Subscriber being unable to predict what IP address will be assigned for their use. It is strictly forbidden for Subscribers to intentionally by-pass the dynamic assignment of an IP address to any device attached to D & P Communications' network. Only those Subscribers who have made prior arrangement with D & P Communications to use a static IP address may do so.

D & P Communications may establish additional limitations appropriate for the use of bandwidth, data storage, or other aspects of the Service. Subscribers must comply with all such limitations prescribed by

D & P Communications. The details of any such limitation are described in the appropriate "Internet Product Definition" document. D & P Communications reserves the right to provide automated messages to customers to provide updates regarding billing and data consumption and other reasonable notifications, information, and offers.

Subscribers must ensure that their activity does not improperly restrict, inhibit, or degrade any other user's access or use of the Service, and does not improperly restrict, inhibit, disrupt, degrade or impede D & P Communications' ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services.

Unless otherwise agreed to in writing with D & P Communications, Subscribers may not resell, share, or otherwise distribute the Service or any portion thereof to any third party without the written consent of D & P Communications. Consent shall not be unreasonably withheld. Subscribers may not use the Service to provide Internet access to others through a dial-up connection, or host shell accounts over the Internet, or provide email or news services, or send a news feed.

D & P Communications Residential Service is sold only for personal and non-commercial use of the Internet. Residential subscribers may not use the Residential Service for commercial purposes (whether or not for profit). No residential subscriber may run a server in connection with the D & P Communications Service without specific written consent from D & P Communications, which consent shall not be unreasonably withheld. Examples of prohibited uses of a Subscriber server include, but are not limited to, running servers for mail, http, ftp, irc, and dhcp, and multi-user interactive forums.

### **Copyright / Intellectual Property Infringement**

The federal Digital Millennium Copyright Act ("DMCA" or "Act") directs how online service providers like D & P Communications address claims of online copyright infringement. As required by the DMCA, D & P Communications has adopted a policy to suspend or terminate broadband services to account holders or subscribers who repeatedly infringe copyrights. Customers against whom D & P Communications receives DMCA infringement allegations will receive a warning letter regarding the allegations; if D & P Communications receives additional allegations that remain unresolved, the customer may be subject to the suspension or termination of Internet service.

If you are the owner of a copyrighted work who believes that your rights under U.S. copyright law have been infringed by any material on our Service, you may report that to us by sending us a notification of claimed infringement. When we receive a notice of claimed infringement that satisfies the requirements of the DMCA, we will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) residing on our Service or (ii) disable access to the work(s) residing on our Service, if applicable. We will also notify the affected user when we take any of these actions. Copyright owners should know that in some cases users of our Service may be unregistered and anonymous, such as visitors to a website. In those cases, our ability to process and act on a DMCA notification may be limited or unavailable.

Send notifications of claimed copyright infringement only to:  
D & P Communications, Inc.  
Attention: IT Department  
4200 Teal Rd.  
Petersburg, MI 49270  
support@d-pcomm.com

D&P Communications will not permanently suspend or terminate of Internet service of a customer, unless: (i) it is determined by a court that the complaint was valid; or (ii) the account holder later agrees that the complaint was valid. Anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to D & P Communications, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

D & P Communications accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

If a user receives a DMCA notification of alleged infringement, and believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that user may send us a counter notification. When we receive a counter notification that satisfies the requirements of the DMCA, we will provide a copy of it to the person who sent the original infringement notification and will follow the DMCA's procedures with respect to received counter notifications. In all events, all users expressly agree that D & P Communications will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Users may file counter notifications with D & P Communications using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

### **Violation of the Acceptable Use Policy**

Although D & P Communications has no obligation to monitor the Service or the Internet, D & P Communications reserves the right to monitor bandwidth, usage, and content as required most effectively to operate and monitor the Service; to identify violations of this Policy; and to protect the Service and D & P Communications subscribers. Except as necessary to manage the network, D & P Communications does not routinely monitor the Service for violation of this Policy. D & P Communications will respond appropriately if made aware of inappropriate use of the Service or violations of this Policy.

In the event of a suspected violation of this Policy, D & P Communications may take any action it deems

responsive and appropriate. Remedial actions may include, without limitation, removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and immediate suspension or termination of the Service. D & P Communications has no liability for any such responsive actions.

The above actions are not D & P Communications' exclusive remedies and D & P Communications may take any other legal, equitable, or technical action it deems appropriate. D & P Communications prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. D & P Communications prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without D & P Communications' intervention. D & P Communications, however, reserves the right to investigate suspected violations of this Policy and to act based on such investigation. Such investigation may include gathering information from the user or users involved and from the complaining party, if any; and examining material on D & P Communications' servers and network. During an investigation, D & P Communications may suspend the account or accounts involved and/or remove material which potentially violates this Policy.

D & P Communications will cooperate fully with law enforcement authorities in the investigation of suspected criminal violations. Such cooperation may include D & P Communications providing the username, IP address, or other identifying information about a subscriber. D & P Communications may also cooperate with other Internet Service Providers, telecommunications common carriers, or other network or computing facilities in order to enforce this Policy.

Upon termination of an account for any reason, D & P Communications is authorized to delete any files, programs, data and email messages associated with the account.

The failure of D & P Communications to take any action under this Policy in one instance shall not be construed as a waiver of any right to take such action in another instance at a later time.

D & P Communications reserves the right to seek and obtain reimbursement from the Subscriber for any damage or injury to the D & P Communications system, or to D & P Communications' business, whether temporary or permanent, which is caused by the Subscriber, or by persons using the Subscriber's connection. Violations of the law will be referred to the appropriate authorities.

**This Acceptable Use Policy may be revised by D & P Communications at any time.  
Subscribers should review the Policy periodically to ensure compliance.**