

# GRANBY TELEPHONE COMPANY AND GTC BROADBAND ACCEPTABLE USE POLICY

## Introduction

Granby Telephone Company and GTC Broadband ("Provider", "we", "our", or "us") has developed this acceptable use policy ("AUP") to set forth acceptable uses by its subscriber/users ("customer", "you", "your") of our equipment, facilities, network, and Internet access and telecommunications services ("Service" or "Services") and web sites ("Sites"). By using the Services and Sites, you are agreeing to the terms and condition of this AUP. You are solely responsible for any misuse of the Services and Sites through your account, including any violations committed by third parties whether or not the third party had your permission.

## Revisions

The Provider's services and this AUP may change from time to time and at any time. Any change is effective immediately upon a posting on Provider's website, electronic mail, or conventional mail. By continuing to use the Service, you accept any such changes. If any such changes are not acceptable to you, you may terminate the Service. You agree that the Provider shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service (or any portion thereof).

## Prohibited Activities and Uses

You agree to use the Provider's service in a manner consistent with all applicable laws and regulations. Additionally, you will not take any action that may expose Provider to civil or criminal liability or take any of the following actions with respect to the Provider's Service, nor will you use the Provider's Services to upload, post, email, distribute, transmit, link, solicit or otherwise make available any content or use the Provider's Services in any manner that:

1. is unlawful, harmful to minors, threatening, harassing, defamatory, slanderous, gratuitously violent, obscene, indecent, libelous, invasive of another's privacy, or racially, ethnically or otherwise offensive, hateful or abusive; infringes someone else's patent, trademark, trade secret, copyright or other intellectual property or other rights; removes any proprietary notices or labels on the content; advocates or solicits violence, criminal conduct or the violation of any local, state, national or international law or the rights of any third party; is deceptive in any way, such as an offer to sell fraudulent goods or contains an impersonation of any person or entity or misrepresents an affiliation with a person or entity; specifically advertises

- illegal drugs, or other contraband; constitutes unsolicited or unauthorized advertising, junk or bulk e-mail (SPAM), chain letters, letters relating to a pyramid scheme, or any other unsolicited commercial or non-commercial communication; interferes with others using the Sites;
2. contains software viruses, worms, time bombs, corrupted files, Trojan horses or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair or limit the functioning of the Service or any related software, hardware, network, server or communications systems or equipment;
  3. disrupts, interferes or inhibits any other user from enjoying the Service or Sites or other affiliated or linked websites, material, contents, products and/or services;
  4. uses any robot, spider, or other such programmatic or automatic device, including but not limited to automated dial-in or inquiry devices, to obtain information from the Site or otherwise monitor or copy any portion of the Site, products and/or Services;
  5. creates a false identity for the purpose of misleading others;
  6. prepares, compiles, uses, downloads or otherwise copies any user information and/or usage information for any portion thereof, or transmit, provide or otherwise distribute, regardless of whether a fee for such information was involved to any third party;
  7. uses any the Provider domain name as a pseudonymous return email address;
  8. contains any offer for unsolicited goods or services or any advertising or promotional materials, except in those areas specifically designated for such purpose (e.g., classified bulletin board);
  9. provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
  10. attempts to disable, bypass, modify, defeat or otherwise circumvent any of the digital rights management or other security related tools incorporated into the Service or the Sites;
  11. resells the Service without prior written consent of Provider;
  12. systematically collects and uses any content on the Sites including the use of any data mining, or similar data gathering and extraction methods;
  13. makes derivative uses of the content on the Sites;
  14. uses, frames, or utilizes framing techniques to enclose any portion of the Sites (including the images found at the Sites or any text or the layout/design of any page or form contained on a page);

15. modifies, translates, decompiles, disassembles, uses reverse engineering or otherwise attempts to derive the source code for the computer systems and other technology that operate our websites. For purposes of these Terms, "reverse engineering" shall include the examination or analysis of the websites to determine the source code, structure, organization, internal design, algorithms or encryption devices of our Site's underlying technology;
16. uses or transfers Provider's IP addresses without express written permission. For purposes of this Policy, Provider's IP addresses are currently owned and registered to Provider, and customer has no ownership rights in assigned IP addresses; and/or
17. exceeds Provider's current bandwidth, data storage, email storage, and other limitations that correspond to user's contract for Service.

### **Child Pornography**

The use of Provider's Services to distribute, transmit, download, possess, view, disseminate, purchase, or create child pornography or using the network or Services to solicit sex with a minor is unlawful and strictly prohibited.

### **Hacking and Security Breaches**

Neither you nor any other user may use the Service to obtain information from accounts of others or attempt to breach the security of the Service, the Site, or any other site or another's computer. This is to include but is not limited to accessing another's computer without their consent, or obtaining data, information, software, or any other items whether tangible or intangible. This includes using tools which are designed to interrupt Internet service, disrupt online security, obtain passwords, manipulate password protection, or obtain confidential and proprietary information.

### **Indemnification**

You agree to indemnify, defend, and hold harmless Provider, its subsidiaries, directors, employees, affiliates, and agents against all claims and expenses (including reasonable attorney's fees) resulting from your engagement in any act prohibited by this AUP. This paragraph will survive any termination or expiration of any applicable subscriber Service agreement.

### **Violations**

If a customer violates the terms of this AUP, Provider reserves the right to suspend or terminate Service at any time and without notice. Provider further reserves the right to

immediately and without notice block access to or remove any material it deems harmful, illegal, obscene, or in any way a violation of any of the terms listed above.