

ONEIDA NETWORK SERVICES INC. HIGH SPEED INTERNET AND TELEPHONE SERVICES ACCEPTABLE USE POLICY

INTRODUCTION

Oneida Network Services Inc. (“Oneida”) is pleased that you have chosen Oneida’s broadband Internet access or telephone services (the “Service(s)” or, respectively, the “Internet Service” or “Telephone Service”). Our goal is to provide you and our other subscribers with a high-quality Internet or telephone experience. Each user of the Internet benefits by being able to share resources and communicate with other members of the Internet user community. 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 and each user must consider that all users should be able to use the Service and Internet as they wish without disruption, interference or other negative consequences.

This Acceptable Use Policy (“AUP”) has been designed to protect our Services, our subscribers and the Internet community from inappropriate, illegal or otherwise objectionable activities. Please read this policy prior to accessing the Services. All users of the Services must abide by this AUP. This AUP should be read in conjunction with the terms and conditions contained in Oneida’s Broadband Internet Access Service Disclosure and other applicable policies. Violation of any term of this AUP may result, in the immediate suspension or termination of either your access to the Services and/or your Oneida account.

By using the Services, you agree to abide by, and require others using the Services through your account to abide by, the terms of this AUP. Oneida reserves the right to update the policy from time to time, effective upon posting of the modified policy to this page. You are encouraged to consult this document regularly to ensure that your activities conform to the most recent version. **IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP THE USE OF THE SERVICES AND NOTIFY ONEIDA CUSTOMER SERVICE DEPARTMENT SO THAT YOUR ACCOUNT MAY BE CLOSED.**

INTERNET PROHIBITED USES

- Illegal Use.** Oneida’s Internet Service may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat or violates export control laws. The Internet Service is designed for either personal, non-business-related use of the Internet (“Residential Service”) or for commercial (whether or not for profit) purposes (“Business Service”). Residential Service may not be used for commercial purposes and violation may result in either termination of the Internet Service or the option to convert to Business Service. Subscribers may not resell, share or otherwise distribute the Internet Service, or any portion thereof without the express written consent of Oneida.
- System and Network Security.** Violations of system or network security, engaging in unlawful conduct or otherwise violating the law through use of the Internet Service is prohibited, and may result in criminal and civil liability. Oneida reserves the right to investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of violations include, without limitation, the following:
 - Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures.
 - Unauthorized attempts to gain access to the account of another subscriber of the Internet Service, whether or not the attempt succeeds.
 - Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.
 - Intentional interference with service to any user, host or network including, without limitation, port scanning, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

- Engaging in fraudulent activities, such as impersonating another, forging a digital or manual signature, forging of any TCP/IP packet header or any part of the header information in an e-mail or newsgroup posting.
- The use of any device, whether hardware or software, that artificially maintains a full-time connection to Oneida's equipment.
- Posting, transmitting, or distributing content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, or promotes violence.
- Restricting, inhibiting, or otherwise interfering with the ability of any other person to use or enjoy their equipment or the Internet Service, including without limitation, by intentionally transmitting any file or material which contains a virus, worm, or other harmful component or feature.
- Using the Internet Service in any way that violates copyright, trademark or other laws protecting the intellectual property rights.
- Using the Internet Service to engage in any activity that is a violation of any U.S. law or regulation; state law or regulation; common law; or the laws and regulations of any jurisdiction in which Oneida does business and/or the violation emanates, is received and/or occurs, including but not limited to material protected by copyright, trademark, trade secret or any other proprietary rights statute.

Subscribers are solely responsible for the security of any device connected to the Internet Service, including any files or data stored on the device. At a minimum, any files or service a subscriber elects to make available for remote access via the Internet should be password protected.

3. Email. The following email activities are strictly prohibited:

- Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements;
- Forging, altering, or removing e-mail headers;
- Sending unsolicited bulk mail messages ("junk mail" or "spam") which, in Oneida's reasonable judgment, is disruptive or generates a significant number of user complaints;
- Using another site's mail server to relay mail without the express permission of the site;
- Harassment, whether through language, frequency or size of messages or sending e-mail to a person who does not wish to receive it.

By reserving these rights, Oneida is not undertaking any obligation to monitor the pool of e-mail addresses and has no liability for failing to do so.

TELEPHONE PROHIBITED USES

1. **Illegal Use.** Subscribers may only use the Telephone Service for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. Subscribers may not resell, share or otherwise distribute the Telephone Service, or any portion thereof without the express written consent of Oneida. Engaging in unlawful conduct or otherwise violating the law through use of the Telephone Service is prohibited, and may result in criminal and civil liability. Oneida reserves the right to investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected.
2. **Robocall Mitigation.** Subscribers shall comply with federal and state laws against originating unsolicited outbound calls (aka "robocalls") in their use of the Telephone Service. Oneida has a zero-tolerance policy with regards to any subscriber who engages in the origination of robocalls for any purpose. Oneida will observe industry-best practices to verify the identity of customers and will collect information such as a subscriber's physical location, contact persons(s), and for commercial customers, the state or county of incorporation, federal tax ID and the nature of the customer's business. Oneida will not knowingly deliver services to known robocall originators and reserves the right to disconnect services without formal notice to customers who engage in such activity or are suspected of engaging in such activity. Oneida will cooperate with enforcement efforts of the Industry Traceback Group (ITG) and any other agencies designated by the Federal Communications Commission (FCC) to trace the origination of any actual or suspected robocall activity on its network.

UNSOLICITED BULK E-MAIL (SPAM) FILTERING SERVICES

Oneida may elect at any time to take appropriate measures to reduce the amount of unsolicited bulk email that enters its network. This may include the use of software that detects and deletes unsolicited bulk email and/or viruses from your inbox as applicable. This may also include the use of software from a third-party in combination with other filtering services. While you may be provided the ability to "opt-out" of some of these services, Oneida reserves the right to make the use of some means of filtering mandatory for all Oneida users. Due to the volatile nature of the Internet and its offerings, Oneida makes no guarantee of the accuracy to the performance of these filtering systems. Any email message that is identified by these filtering services as unsolicited bulk email may be deleted from the Oneida Network prior to delivery to you without notification to you or the message originator.

ONEIDA NETWORK SERVICES ASSUMES NO LIABILITY

Oneida assumes no liability to subscribers or others for any failure to enforce the terms of this Policy.

VIOLATION REPORTS

You may report a violation of this policy to us at: abuse@oneidatel.net

COPYRIGHT INFRINGEMENT

The federal Digital Millennium Copyright Act ("DMCA" or "Act") directs how online service providers like Oneida address claims of online copyright infringement. As required by the DMCA, Oneida has adopted a policy to suspend or terminate broadband services to account holders or subscribers who repeatedly infringe copyrights:

- 1st Offense- Dated Standard Letter
- 2nd Offense within twelve months- Dated letter and contact account holder by phone to let them that a third violation will result in a one-day suspension of internet service.
 - 3rd Offense within twelve months-Dated letter and call to account holder by phone to let them know there will be a one-day suspension of service for violation of acceptable use policy. Any future violation will result in one-week suspension of services.
- All future violations within twelve months- Dated letter and call to account holder by phone making them aware of the one-week suspension of internet for the violation.

Active violations will be kept on file including proof/copy of violation, subscriber account information, dated standard letters sent to account holders, plus recorded time(s) and date(s) record of phone contact(s) with account holder

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

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

Name: Troy Nimrick
Company: Oneida Telephone Exchange and Oneida Network Services
Address: 129 W. Highway, PO Box 445, Oneida IL, 61467
Phone: 309-483-3111
Fax: 309-483-7777
Email: abuse@oneidatel.net

QUESTIONS

If you have any questions concerning the policy, please contact Oneida at 309-483-3111.