



**Midvale Telephone Exchange, Inc.
Acceptable Use Policy**

Effective April 27, 2020

PLEASE READ AND FOLLOW THIS ACCEPTABLE USE POLICY CAREFULLY. THIS ACCEPTABLE USE POLICY MAY BE REVISED FROM TIME TO TIME BY MIDVALE TELEPHONE EXCHANGE, INC. ("MTE") BY POSTING THE REVISED POLICY ON ITS WEBSITE AND MTE ENCOURAGES YOU TO REVIEW THE POLICY PERIODICALLY FOR ANY CHANGES. BY USING OR ACCESSING THE SERVICE, YOU AGREE TO THE LATEST VERSION OF THIS POLICY.

MTE and its affiliates (collectively "MTE") have designed this Acceptable Use Policy ("AUP") with a view towards enhancing the use of MTE's broadband internet access service (the Service") by designating standards for acceptable and unacceptable use. Terms used but not defined in this AUP are used as defined in the MTE Terms of Service Agreement ("Service Agreement"). All users of the Service (as defined in the Service Agreement) must comply with this AUP.

Prohibited Activities. For the benefit of all of MTE users, MTE prohibits the following activities:

1. Unlawful or Improper Use of the Service. You may not use the Service in a manner prohibited by any applicable laws or regulations. Without limiting the foregoing, you may not use the Service for any unlawful or abusive purpose, in any way that could damage, disable, overburden, or impair any MTE property, or in any way that directly or indirectly interferes with or disrupts our network or adversely affects another's use or enjoyment of any Service, including other MTE subscribers. You may not use or attempt to use the Service in any manner such as to avoid incurring charges for or otherwise being required to pay for such usage. You may not circumvent or attempt to circumvent user authentication or security of any host, network, network element, or account (also known as "cracking" or "hacking"). This includes, but is not limited to, accessing data not intended for you, logging into a server or account that you are not expressly authorized to access, or probing the security of other networks. You may not interfere or attempt to interfere with any services to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host. You may not use any kind of program/script/command, or send messages of any kind, designed to interfere with (or which does interfere with) any server or a user's session, by any means, locally or via the Internet.

2. Excess Utilization of Network Resources. The excessive use or abuse of MTE's network resources by one user may have a negative impact on all other users. Accordingly, you may not use the Service or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in MTE's sole discretion. Such prohibited actions include, but are not limited to: using the Service to host a web server which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, usenet hosting, or continuous FTP uploading or downloading.

3. Intellectual Property Infringement. You may not use the Service to store, transmit or receive any material that infringes on any patent, trademark, trade secret, copyright, or other proprietary or intellectual right of any 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, or the unauthorized transmittal of copyrighted software.

4. Objectionable Material. You may not use the Service to store, post, transmit, or disseminate material or information that is harmful, threatening, abusive, harassing, libelous or defamatory, hateful, obscene, indecent, or otherwise objectionable or which encourages or participates in conduct that would give rise to a civil liability.

5. Junk E-mail. You may not use the Service to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited bulk e-mail, unsolicited duplicative e-mail, unsolicited commercial e-mail, fax broadcasting, or fax blasting (collectively, "Spam"). MTE considers any unsolicited commercial mail to be Spam, regardless of the amount of mail sent, unless the recipient has specifically requested the information. An e-mail may be "unsolicited" for purposes of this AUP if (1) the recipients' e-mail addresses were not obtained through a personal or customer relationship between recipient and sender, (2) recipients did not

affirmatively consent to receive communications from the sender, or (3) recipients have opted out of receiving communications from sender when given the opportunity to do so.

6. Fraudulent Activity. You may not use 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”, or “chain letters.” You may not use techniques to hide or obscure the source of any e-mail or other communication.

7. Impersonation. You may not use the Service to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity, or to create a false identity for the purpose of misleading others. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing.

8. Software Viruses. You may not use the Service to upload files or transmit any material that contains viruses, worms, Trojan Horses, time bombs, cancelbots, corrupted files, or other code that manifests contaminating or destructive properties.

9. Collecting Information. You may not use the Service to store or collect, or attempt to store or collect, personal information about third parties without their prior knowledge and consent.

10. Use of Your Account by Others. You may not, through action or inaction, allow others to use the Service for illegal or improper activities or for any purpose or in any manner prohibited by this AUP. You may not permit your network, through action or inaction, to be configured in such a way that gives a third party the capability to use the Service in an illegal or improper manner or for any purpose or in any manner prohibited by this AUP.

11. Reselling. You may not directly or indirectly reproduce, duplicate, copy, sell, provision, resell, rent, lend, pledge, transfer, distribute or exploit any portion of the Service without MTE’s prior written consent.

12. Security Precautions. You are solely responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Service for the reconstruction of any lost data.

13. Illegal and Fraudulent Activity. You acknowledge and agree that MTE may cooperate fully with investigations of possible illegal activity or violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Subscribers who violate systems or network security may incur criminal and/or civil liability. MTE may immediately suspend or terminate your Service if MTE suspects abuse or fraudulent use of the Service, interference with our network, or violation of the AUP or Terms and Conditions, and may notify the appropriate authorities if it reasonably believes that such abuse or fraudulent use is in violation of applicable law. You must cooperate with MTE in any fraud investigation and use any fraud prevention measures that MTE prescribes. Your failure to provide reasonable cooperation may result in your liability for all fraudulent usage.

14. Violations of AUP. In the event that you violate this AUP, MTE may, without limitation, restrict your access to MTE’s network, increase the fees associated with your Service, including upgrading you to a higher class of Service, or immediately suspend or terminate your Service. In the event of termination of your Service, all applicable termination charges will apply. Except as expressly provided herein, the rights and remedies of MTE are cumulative and not exclusive of any rights or remedies that MTE may otherwise have at law or in equity. Waiver of any violation of this AUP by MTE shall not act as a waiver of any subsequent violation, nor shall it be deemed to be a waiver of the underlying obligation or term. No failure or delay by MTE in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. You should read this AUP in conjunction with the terms of our Service Agreement which are set forth on our website. MTE has the right but not the obligation to monitor or restrict any uses of the Service that MTE believes in its sole discretion violates this AUP, any part of the Terms and Conditions, or applicable law. You are solely responsible for all content that you transmit or receive utilizing the Service, and are responsible for abuse of your account by others.

15. Privacy; Monitoring the Service, Policy Management. MTE is under no obligation to monitor the Service, but MTE may do so from time to time in its discretion. Without limiting any other right of MTE under this AUP or the Terms and Conditions, MTE may disclose any information regarding you or your use of the Service for any reason and at its sole discretion in order to satisfy applicable laws, regulations, orders, or governmental requests, or in order to operate and deliver the Service in an efficient manner, or to otherwise protect MTE’s property or legal interests and those of its subscribers. To protect its customers and its network MTE may, without limitation, block and allow traffic types as we see fit at any time.

16. Reporting Violations. MTE requests that any person who becomes aware of a violation of this AUP report the information to MTE at abuse@mtecom.net. If available, please provide the IP address used to commit the alleged violation and the date and time of the alleged violation. MTE may take any appropriate action as it deems fit in its sole discretion, including, but not limited to, one or more of the following actions in response to a report: issue a warning;

suspend the subscriber's newsgroup posting privileges; suspend the subscriber's account; terminate the subscriber's account; bill the subscriber for administrative costs and/or reactivation charges; bring appropriate legal action to enjoin violations and/or to collect damages, if any, caused by violations; or take no action.

17. Notices and Procedure for Making Claims of Copyright Infringement. MTE takes claims of copyright infringement seriously. MTE will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to MTE's copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

MTE's designated copyright agent to receive DMCA Notices is:

John Stuart
Midvale Telephone Exchange, Inc.
2205 Keithley Creek Rd.
PO Box 7
Midvale, ID 83645
Telephone No.: (208) 355-2211
Facsimile No.: (208) 355-2222
Email: john.stuart@mtecom.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

18. Indemnity. You agree to indemnify, defend, and hold harmless MTE from any claim, liability, loss, damage, cost or expense including, without limitation, reasonable attorney's fees arising out of or related to use of the Service, any materials downloaded or uploaded through the Service, any actions taken in connection with use of the Service, any violation of any third party's rights, any violation of any law or any breach of this AUP. This section may not be construed to limit or exclude any other claims or remedies that MTE may assert under this AUP or by law.

19. Revisions; Reservation of Rights. MTE reserves all rights including the right to revise, amend, or modify this AUP or any other policy at any time, and any such revisions will be effective 10 days after posting on MTE's website. You agree that your continued use of the Service after the effective date of any such revision, amendment or modification will constitute your acceptance thereof and you shall thereafter be bound by the terms of this AUP, as revised, modified or amended. IT IS YOUR RESPONSIBILITY TO CHECK MTE'S WEBSITE REGULARLY, AS ALL OR ANY PART OF THIS AUP MAY CHANGE WITHOUT NOTICE.

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