

CITIZENS TELEPHONE CORPORATION



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Internet Acceptable Use Policy

The following section of this Document comprises Citizens Telephone Corporation (CTC) "Acceptable Use Policy" (AUP) as it exists the day that this agreement between CTC and the Customer is entered into. As UCE and "hacking" technology develops at an alarming rate and is expected to continue to do so, CTC reserves the right to add, remove, or modify specific prohibitions from this section of this Document. The Customer recognizes and agrees that the online AUP prohibitions, to be maintained by CTC, and always available to all Customers and to the public as the company's web pages supersede the prohibitions listed in this document.

User understands that the following restrictions are applied to the service. If violated, the service will be terminated without notice:

Customer shall not do any of the following, or permit any third party under its control to do the following, and must include provisions in its service agreements for its customers and authorized users that restrict them from doing any of the following:

1. Restrict or inhibit any other user from using and enjoying the Service and/or the Internet.
2. Upload, post, publish, transmit, reproduce, distribute, or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Internet which is PROTECTED BY COPYRIGHT or other proprietary rights or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder.
3. Use the SMTP services of a third party for the purposes of relaying or sending electronic mail messages without the express permission of that third party.
4. Host a publicly-accessible "open relay" SMTP or anonymous remailer service for any purpose, cause, or reason.
5. Post a commercial advertisement to any USENET newsgroup, Internet "chat room", bulletin board, or similar forum, if the target forum is not specifically chartered for public advertisement by non-private parties of items "for sale".
6. Post to any USENET Newsgroup or other newsgroups, forum, e-mail mailing list or similar group or list articles which are off-topic according to the charter or other public statement of the group.
7. Send Unsolicited Commercial E-mail (UCE, also known as SPAM) to any number of e-mail users or lists.

8. Maintain, or send e-mail to, "opt-in targeted marketing lists" if the Customer cannot demonstrate, to the satisfaction of CTC, that the members of the list(s) have knowingly requested to be added to the list(s) in question through direct action of their own doing, and that easily-accessible, automated opt-out/removal mechanisms are in place and available to the members of the list(s).
9. Engage in any activity that is, or appears to be, an attempt to gain unauthorized access to a remote system or network, or to gain information that could later be used to assist in gaining unauthorized access to a remote system or network, such as port scanning, dictionary attacks, Denial of Service attacks, server/service hijacking, etc.
10. Engage in any of the foregoing activities using the service of another provider, but channeling such activities through a CTC account or remailer, or using an CTC account as a mail drop for responses to UCE, or hosting a web site that is advertised via UCE that originates from a non-CTC connected source, or otherwise requiring return transit through the CTC Internet backbone.
11. Falsify or "spoof" user information provided to CTC or to other users of the Service, and for handling all complaints and trouble reports made by its own customers and authorized users.
12. Use the Service in violation or contravention of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any other applicable law, regulation, order or other governmental directive, or abuse or fraudulently use the Service in any way not specifically set forth above.
13. Advertise, transmit, or otherwise make available any software, program, product, or service that is designed to violate this AUP, which includes but is not limited to, the facilitating the sending of Unsolicited Commercial E-mail (UCE also known as SPAM). Further, if Customer is notified by a CTC representative through any form of communication, or the Customer discovers on their own or through any other means, that the Customer themselves or any third party under his/her control (including his/her customers and their authorized users [ad infinitum]) of a violation of any of the foregoing prohibitions, the Customer will take whatever steps are necessary to stop such activity, and prevent repeat violations by the offending entity.
14. Although CTC encourages its customers to use Remote Access when traveling, CTC may suspend or terminate service if such usage exceeds a reasonable amount of usage that would normally be expected from a person occasionally traveling away from home.

The Customer will respond to all violations reported within 1 (one) business day of the violation being reported, and will have put a stop to the activity within 2 (two) business days of the violation first being reported. If a single entity is responsible for multiple violation reports that are sent to the Customer by the CTC, only a single response from the Customer back to CTC is required, provided that the Customer has taken whatever action was necessary to stop the current violation and prevent future repeat violations by the offending entity.

If, after the Customer has notified CTC that the Customer has taken action to prevent future violations by a given entity, that entity is found accessing the CTC network, CTC may consider this a breach of its system integrity, and CTC reserves the right to deal with this situation by whatever legal means deemed appropriate.

Customer acknowledges that mounting complaints shall have a negative impact on the business and/or reputation of CTC. Therefore, notwithstanding anything contained in this Policy or any Service Agreement to the contrary, CTC may elect, at its sole discretion, to logically suspend any CTC provided Internet service connection on its network if reports of abuse, UCE, or other activity deemed to have a negative impact on the network exceeds 60 complaints received in any rolling 30 day period. Prior

notification of such action is not required but will be provided within 36 hours of a suspension. Service will be re-established upon the provision of satisfactory assurance to CTC by the Customer that the complaints will not continue to a degree that exceeds the thresholds indicated above.

Complaints regarding the violation of any of the above conditions by any of CTC downstream networking clients or their customers should include notification to the Citizens Security/Abuse Response Team at 260-375-2111 or info@citiznet.com in addition to the ISP/NSP the violation actually sourced from. Abuse complaints sent to info@citiznet.com are processed within two (2) working days upon receipt.

Complaints to Citizens Security/Abuse Response Team should:

1. Be specific as to the nature of the complaint (i.e. UCE, Usenet Spam, etc).
2. Include a copy of the offending message/article with full message or article headers included.
3. Include a trace route or WHOIS output that demonstrates transit through the CTC backbone to one of the responsible parties; or that they are a networking customer of CTC or one of CTC's networking customers.

CHILD PORNOGRAPHY PROHIBITED

Customers may not use our network in any fashion for the transmission or dissemination of images containing child pornography. Complaints and reports of child pornography may be made to Citizen's Security/Abuse Response Team. If circumstances indicate that child pornography is apparent, CTC will report the circumstances to appropriate authorities, including but not limited to subscriber information relating to any person who has uploaded, transmitted, distributed or otherwise promoted the image that is the basis for the complaint. CTC may without further notice remove, block or cease distribution of the content that is the subject of the complaint.

Termination of Service & Revisions

Please read this policy carefully before opening or continuing with an account. By using our services, you agree to comply with this AUP. CTC reserves the right to discontinue service at any time, for any reason, without prior notification and reserves the right to modify this policy at any time. If you do not agree to be bound by this policy, you should immediately end your use of our services and our software, and then notify us so that we may initiate a closure of your account.