

### **Introduction**

Diversicom's Internet Acceptable Use Policy is to protect Diversicom, its subscribers and the Internet community in general from irresponsible or, in some cases, illegal activities. All Diversicom subscribers must adhere to these guidelines. Diversicom hopes and expects that common sense and good judgment will guide our subscriber's Internet activities.

### **General Policy**

All information traversing the Diversicom Internet backbone and its associated networks are unrestricted unless listed as unacceptable under this policy.

It is the policy of Diversicom Internet to provide its subscribers electronic access to the broadest possible number of organizations connected to the Internet. Diversicom accomplishes this through connectivity to one or more state, regional or national backbone networks. All traffic that exits the Diversicom Internet backbone and its associated networks and traverses to numerous other networks to which our network is directly or indirectly connected, must conform to the acceptable use policies governing those other networks.

### **Modem Usage (Dial-up customers only)**

Diversicom Internet dial-up accounts are for attended un-metered interactive usage. Diversicom Internet dial-up accounts are for periodic, active use of e-mail, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web. Members may stay connected as long as they are actively using the connection for the above purposes. Subscribers may not use the Services on a standby or inactive basis in order to maintain a connection. Diversicom expressly prohibits automatically sending packets (pinging) and does not consider this as attended usage. Diversicom will terminate such connections and repeated violations of this policy will result in cancellation of the user's Diversicom Internet account. Accordingly, Diversicom maintains the right to terminate any member's connection following any extended period of inactivity as determined by Diversicom.

Diversicom Internet dial-up subscribers may not have more than one computer actively connected to a given Internet dial-up account at the same time. To maintain availability to all our subscribers, we maintain an acceptable user/modem ratio; thus, all users effectively must share a modem with other users. For this reason, Diversicom automatically terminates inactive sessions after 20 minutes of idle time. If you are connected for an extended period of time (4 or more hours) your connection may be terminated to free up resources for other users, this is *dependent upon current system load during high demand periods*. Continuous connections over an extended time, as determined by Diversicom, prevent other users from accessing their accounts. Therefore, Diversicom does not permit unattended connections over extended periods.

These Internet services are not for resale without prior arrangement and written permission from Diversicom. Privacy Policy It is the responsibility of the subscriber or associated organization to:

- Use the service in a manner that is consistent with ethical practice and accepted community standards.
- Respect the privacy of other subscribers and not to seek information pertaining to other subscribers without their explicit permission. This includes but is not limited to personal data, passwords, access to confidential files, or modification of files belonging to other subscribers.

### **Unacceptable Use Policy**

It is not acceptable to use Diversicom Internet services or facilities for any of the following purposes:

- To violate any applicable laws or regulations
- To disseminate messages or files whose content would likely be highly offensive to the recipient(s)
- To make unauthorized entry into any computer systems, information storage, or communication devices or resources
- To propagate computer worms, viruses or transmissions of any type, which disable or otherwise impede or disrupt the recipient's facilities or equipment
- To make distributions of unsolicited bulk E-mail/SPAM
- To cause disruption of our services or any other entities service by any means.
- To operate your own e-mail, web, FTP, gaming server, or other file transfer services or resale of such services without express written permission from Diversicom.

### **E-mail Policy**

In addition to the e-mail terms of use stated in the section titled Unacceptable Use Policy, the following rules and conditions also apply:

- Check and remove your e-mail from the server on a regular basis, at least once a week.
- We reserve the right to delete any e-mail from the server at any time but will generally only do so if the e-mail is more than 31 days old.
- If your email account is inactive (not signed into) for 180 days (about 6 months) it will be completely erased and it would be possible for someone else to register and use that email user name. You can reactivate your email account at any time within those 180 days by signing in and using it.
- We reserve the right to filter all incoming or outgoing email for potentially destructive contents.
- Do not consider Internet e-mail to be a secure means of communications. While no one other than system administrative personnel (throughout the Internet) would normally have access to e-mail messages, the content of a message is nothing more than plain text in readable form. If more security is required, consider using an encryption program to encrypt messages before sending. The recipient of the -message must decrypt the message using an agreed upon method.
- Do not consider Internet e-mail to be 100% reliable. While there are many safeguards built into the system, the Internet is not at all infallible. If you must know that a message got through, request the recipient of your message to reply to you immediately confirming that they received your message.

If any of the conditions stated in this e-mail policy are contrary to your needs, please [contact us](#) for additional information or to make further arrangements.

### **Web Page Policy**

Diversicom subscribers are permitted, with their subscriptions, storage space for a personal web page. Diversicom has the right to monitor these pages for usage and content. A web page found to be utilized for business advertising activities or promotion of any sort, will be subject to Diversicom current monthly storage fees and/or the page will be, after a twenty-four hour notification to the subscriber, removed.

Diversicom is held harmless from liability for personal web pages and their interruption of services or access to the page. The subscriber is responsible for backups to the site, as well as such elements as use, notification, and/or maintenance of trademarks, copyright, etc. Diversicom and/or any other indirect or direct damages a customer may suffer as a result of a system failure, down time, data loss by this or any other system, interruption or lack of access.

### **Digital Millennium Copyright Act of 1998**

Diversicom is committed to complying with U.S. Copyright laws. Our policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for owners of copyrighted material who believe their rights under U.S. copyright law have been infringed on the Internet. Under the DMCA, copyright owners may contact the authorized agent of an Internet Service Provider to report alleged infringements of their protected works appearing on Web pages hosted by the service provider. Upon receipt of a properly filed complaint satisfying the requirements of the DMCA, Diversicom will remove or block access to the allegedly infringing material.

In compliance with the Digital Millennium Copyright Act, all claims of copyright infringement for material that is believed to be residing on Diversicom's system or network should be promptly sent in the form of written communication to Diversicom's designated agent.

Jeanne Wilber  
Internet Systems Manager  
Diversicom Internet Services Inc.  
320 East Main Street  
PO Box 100  
Melrose, MN 56352  
Phone: (320) 256-7471  
Facsimile: (320) 256-7555  
Email: [jwilber@meltel.com](mailto:jwilber@meltel.com)

Valid complaints must include the following information as ordered by the Digital Millennium Copyright Act, 17 U.S.C. 512 (c) (3):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Diversicom to locate the material;
4. Information reasonably sufficient to permit Diversicom to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

\*For more details see 17 U.S.C. 512 (c) (3): <http://www.copyright.gov/legislation/hr2281.pdf>

### **Copyright Policy**

It is the subscribers' responsibility to respect the legal protection provided by copyright and license to programs, data, and other information accessible through our Internet services. We reserve the right to monitor the system.

### **Menu System Policy**

Diversicom provides a menu system, located at [www.diversicom.net](http://www.diversicom.net), as a courtesy to Diversicom Internet customers. The links placed at this location and on subsequent pages that leave our site do not indicate any endorsement or recommendation of the product or service that the linked-to web site is providing. Diversicom is not responsible for the content, availability or organization related to such web sites. Inquiries of this nature must be directed to the party or parties responsible for a particular web site.

All links on the menu system are subject to review and approval by Diversicom. Diversicom may add, remove or relocate links at any time.

Please [contact us](#) if you have comments or questions about the menu system.

### **User Responsibilities**

- All subscribers of Diversicom Internet Services are responsible for publicizing this Acceptable Use Policy at their locations.
- All participating telephone companies and resellers are responsible for communicating this policy to the appropriate administrative authorities at all user sites connected to theirs via connections not directly supported by Diversicom Internet Services.
- The ultimate responsibility for assuring the acceptability of use according to this policy is with the individual end-user that originates the communication.
- All users are responsible for keeping up to date with the Acceptable Use Policy.
- All users are responsible for maintaining their own system security, through use of a firewall or other security measures.
- Users are responsible for maintaining their own Virus Protection. Viruses are a very real and dangerous threat and it is a necessity for Internet user to have some form of anti-virus protection. It is the Customers responsibility to keep their virus protection up to-date and the customer is responsible for any damage caused by a virus. Diversicom is not responsible for any damages that occur to a customers system due to virus contamination.
- Users of High Speed Internet connections such as DSL are responsible for their own computer system(s) security. Diversicom does not provide firewall protection for any of its customers. It is the responsibility of the customer to install the proper firewall protection on their system(s) in order to protect themselves from potential security breaches (i.e. hackers). Because High Speed Internet connections are an always-on service and use publicly accessible IP addressing, the risk of someone infiltrating or compromising you computer system(s) is much greater. In no way shall Diversicom be liable to you for any damages of any kind as you assume all inherent risk and full responsibility for the security of your computer system(s). Diversicom strongly recommends that you install and properly configure a firewall to meet the security needs of your computer system(s).

### **Enforcement**

The Diversicom Board of Directors or its designee will review alleged violations of this policy on a case-by-case basis. A violation may result in denying the user access to the network, termination of access to all services, and forfeiture of all fees paid.

Diversicom will report evidence of illegal activities to the appropriate law enforcement authorities.

### **Policy Modifications**

Diversicom Internet Services reserves the right to modify this policy at any time. Subscribers will receive prompt notification of all changes.

### **Usage Agreement**

The undersigned appoints as limited agent to order and make changes in service associated with the activation of Diversicom Internet Services as specified above. As an accepted Internet access user through the Diversicom's network. I agree to abide by the present and future rules and bylaws of Diversicom including the Acceptable Use Policy. I agree to follow the rules of any connected networks if and when using those networks. I recognize that Diversicom offers not guaranty or warranty on the performance of its network and Internet connections, nor on the performance of gateway connection to other networks. I agree to hold Diversicom and their officers, directors and agents harmless from any profits arising from special, indirect, or consequential damages including but not limited to lost profits, loss of opportunity, or any other loss which may result from the use of, misuse of, or lack of availability of Diversicom and or their facilities. I further agree that regardless of the basis on which I may claim to be entitled to recover damages from Diversicom (including fundamental breach, negligence, misrepresentation, or other contract or tort claim). Diversicom will be liable for no more than (1) damages for bodily injury and (2) the amount of any other actual direct damages not to exceed the charges for the product or service that is subject of the claim.

Rev 1-4-2010