



PLANTERS RURAL TELEPHONE COOPERATIVE ACCEPTABLE USE POLICY FOR BROADBAND SERVICES

Planters Rural Telephone Cooperative has adopted this Acceptable Use AUP (“AUP”) to outline the acceptable use of **Planters Rural Telephone Cooperative’s** Broadband Service. This AUP is in addition to any restrictions contained in the **Planters Rural Telephone Cooperative** service agreement for any of the Broadband Service offerings (the “Subscriber Agreement”). This AUP applies to **Planters Rural Telephone Cooperative’s** services that provide or include access to the Internet, including hosting services, or are provided over the Internet or wireless data networks (collectively, “Broadband Service”)

You, the customer, must comply with this AUP. Your failure to do so could result in the suspension or termination of your Broadband Service subscription. If you do not agree to comply with this AUP, you must immediately stop all use of the Broadband Service and notify **Planters Rural Telephone Cooperative** so that we can close your account.

Planters Rural Telephone Cooperative may revise this AUP from time to time and will have the latest version posted on its website. **Planters Rural Telephone Cooperative** will use reasonable efforts to make customers aware of any changes to this AUP, which may include sending e-mail announcements or posting additional information on the **Planters Rural Telephone Cooperative** website. Revised versions of this AUP are effective immediately upon posting. Accordingly, customers of the **Planters Rural Telephone Cooperative** Broadband Service should read any **Planters Rural Telephone Cooperative** announcements they receive and regularly visit the **Planters Rural Telephone Cooperative** web site and review this AUP to ensure that their activities conform to the most recent version. You can send questions regarding this AUP to, and report violations of it by e-mail to planters@planters.net. To report illegal content on the Internet go to www.ftc.gov.

I. Prohibited Uses and Activities

In general, this AUP prohibits uses and activities involving the Broadband Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Broadband Service by others.

A. Network and Usage Restrictions

No user of the Broadband Service, Customer Equipment, or the **Planters Rural Telephone Cooperative** Equipment may, individually or in combination with another:

1. restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Broadband Service (except for safety and security functions such as parental controls, for example), including, without

2. limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
3. restrict, inhibit, interfere with, or otherwise disrupt performance of the Broadband Service or cause a performance degradation, regardless of intent, purpose or knowledge, to the Broadband Service or any **Planters Rural Telephone Cooperative** (or **Planters Rural Telephone Cooperative** supplier) host, server, backbone network, node or service
4. resell the Broadband Service or otherwise make available to anyone outside the Premises the ability to use the Broadband Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly;
5. connect the **Planters Rural Telephone Cooperative** Equipment to any computer outside of your Premises;
6. interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and
7. accessing and using the Broadband Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Broadband Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless expressly permitted to do so by **Planters Rural Telephone Cooperative**.

B. Conduct and Information Restrictions

No user of the Broadband Service, Customer Equipment, or the **Planters Rural Telephone Cooperative** Equipment may, individually or in combination with another:

1. avoid incurring charges for or otherwise being required to pay for usage of the Broadband Service;
2. invade another person's privacy, stalk, harass, or otherwise violate the rights of other persons;
3. undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation;
4. post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful;
5. upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Broadband Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;

6. collect, or attempt to collect, personal information about third parties without their consent;
7. transmit unsolicited bulk or commercial messages commonly known as “spam;”
8. send voluminous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
9. initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
10. participate in the collection of voluminous amounts of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including “spyware”) designed to facilitate this activity;
11. collect responses from unsolicited bulk messages;
12. falsify, alter, or remove message headers;
13. falsify references to **Planters Rural Telephone Cooperative** or its network, by name or other identifier, in messages;
14. impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”);
15. violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;

C. Technical Restrictions

No user of the Broadband Service, Customer Equipment, or the **Planters Rural Telephone Cooperative** Equipment may, individually or in combination with another:

1. use the Internet service or facilities for web-hosting, e-mail hosting, or other unusually high-bandwidth consumption unless you have made special subscription arrangements with **Planters Rural Telephone Cooperative** and the usage does not otherwise violate law or regulation;
2. access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
3. use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;

4. copy, distribute, or sublicense any proprietary software provided in connection with the Broadband Service by **Planters Rural Telephone Cooperative** or any third party, except that you may make one copy of each software program for back-up purposes only;
5. distribute programs that make unauthorized changes to software (cracks);
6. use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
7. use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN;
8. service, alter, modify, or tamper with the **Planters Rural Telephone Cooperative** Equipment or Broadband Service or permit any other person to do the same who is not authorized by **Planters Rural Telephone Cooperative**;

II. Customer Conduct and Features of the Broadband Service

A. Customer Obligations

In addition to being responsible for your own compliance with this AUP, you are also responsible for any use or misuse of the Broadband Service that violates this AUP, even if it was committed by a friend, family member, or guest with access to your Broadband Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Broadband Service by, for example, strictly maintaining the confidentiality of your Broadband Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Broadband Service, including any data stored or shared on that device. It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by **Planters Rural Telephone Cooperative** that connects to the Broadband Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

B. Planters Rural Telephone Cooperative's Rights

Planters Rural Telephone Cooperative reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of this AUP, or otherwise harmful to **Planters Rural Telephone Cooperative's** network or customers using the Broadband Service, regardless of whether this material or its dissemination is lawful so long as it violates this AUP. Neither **Planters Rural Telephone Cooperative** nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, file transfer, blog, newsgroup, and instant message transmissions) made on the Broadband Service. However, **Planters Rural Telephone Cooperative** and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this AUP and to

disclose, block, or remove them in accordance with this AUP, the Subscriber Agreement, or applicable law.

C. Service Restrictions

All of **Planters Rural Telephone Cooperative's** network and system services are provided according to scheduled fees for each type of service. You agree to use such services in accordance with the terms set forth below.

1. Email and Web-Hosting Services

- (i) **Unsolicited Email Prohibited** - You may not use **Planters Rural Telephone Cooperative LLC** -hosted email addresses for the purpose of sending unsolicited email. You may not use or cause to be used **Planters Rural Telephone Cooperative's** equipment, network connectivity, or other resources to originate, deliver, relay or otherwise transmit unsolicited email messages. You may not engage in any of the foregoing prohibited activities by using the service of any other provider, third-party agent, remailing service or address forwarding service, in such a way that **Planters Rural Telephone Cooperative's** network addresses or **Planters Rural Telephone Cooperative**-hosted web or email services are in any way identified as being associated with the sending of unsolicited email.
- (ii) Unauthorized use, or forging, of mail header information (e.g. "spoofing") is prohibited.
- (iii) **Fraudulent Activity Prohibited** – You may not use the **Planters Rural Telephone Cooperative** email and web-hosting services to make fraudulent offers to sell or buy products, items, 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 communications.
- (iv) **Planters Rural Telephone Cooperative** reserves the right to suspend or delay delivery of email to Customer utilizing **Planters Rural Telephone Cooperative** email services and/or the virtual domain email if the volume of email being redirected, stored, or delivered on the Customer's behalf is deemed excessive. Excessive traffic is defined as any amount of email traffic that noticeably degrades performance on the server in question, in the sole discretion of **Planters Rural Telephone Cooperative**. Stored mail exceeding these limits may be transferred to a compressed file at **Planters Rural Telephone Cooperative's** discretion. **Planters Rural Telephone Cooperative** will attempt to notify the account holder via the account contact information on record; however,

Planters Rural Telephone Cooperative reserves the right to delete the contents of such email boxes upon thirty (30) days after attempted notification.

- (v) The Broadband Service may not be used to communicate or distribute e-mail or other forms of communications in violation of Section I of this AUP. As described below in Section III of this AUP, **Planters Rural Telephone Cooperative** uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).
- (vi) **Planters Rural Telephone Cooperative** is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. **Planters Rural Telephone Cooperative** is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at **Planters Rural Telephone Cooperative's** sole discretion.
- (vii) In the event that **Planters Rural Telephone Cooperative** believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Broadband Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, **Planters Rural Telephone Cooperative** (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, **Planters Rural Telephone Cooperative** may at any time reserve any identifiers on the Broadband Service for **Planters Rural Telephone Cooperative's** own purposes. In the event that a Broadband Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

2. Instant, Video, and Audio Messages

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. **Planters Rural Telephone Cooperative** assumes no responsibility for the untimeliness, incorrect delivery, deletion, or failure to store these messages. In the event that a Broadband Service account is terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well.

3. Personal Web Pages and File Storage

As part of the Broadband Service, **Planters Rural Telephone Cooperative** may provide access to personal Web pages and storage space through the Personal Web Pages and Online Storage

features (collectively, the “Personal Web Features”). You are solely responsible for any information you or others publish or store on the Personal Web Features. You are also responsible for ensuring all content made available through the Personal Web Features is appropriate for those who may have access to it. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. **Planters Rural Telephone Cooperative** reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Section I of this AUP. For purposes of this AUP, “material” refers to all forms of communications including text, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. **Planters Rural Telephone Cooperative** may remove or block content contained on your Personal Web Features and terminate your Personal Web Features and/or your use of the Broadband Service if we determine you have violated the terms of this AUP.

III. Network Management and Limitations on Data Consumption

Planters Rural Telephone Cooperative manages its network with the goal of delivering a fast, safe and uncompromised broadband Internet experience to all of its customers. But, high-speed bandwidth and network resources are not unlimited. Managing the network is essential for the promotion of the best possible broadband Internet experience by all of **Planters Rural Telephone Cooperative’s** customers. The company uses reasonable network management practices that are consistent with industry standards. **Planters Rural Telephone Cooperative** tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

All broadband Internet service providers manage their networks. Many of them use the same or similar tools as **Planters Rural Telephone Cooperative**. If **Planters Rural Telephone Cooperative** didn’t manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management, including enforcement of this AUP, **Planters Rural Telephone Cooperative** can deliver the best possible broadband Internet experience to all of its customers.

A. Network Management

Planters Rural Telephone Cooperative uses various tools and techniques to manage its network, deliver the Broadband Service, and ensure compliance with this AUP and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. **Planters Rural Telephone Cooperative’s** network management practices may include (i) identifying spam and preventing its delivery to customer

e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques **Planters Rural Telephone Cooperative** may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

B. Network Usage and Data Consumption Restrictions

You acknowledge that all of the **Planters Rural Telephone Cooperative** Internet services are intended for periodic, active use of email, user newsgroups, transfers via FTP, Internet chat, Internet games, and browsing of the Internet. You must comply with all current bandwidth, data storage, and other limitations on the **Planters Rural Telephone Cooperative** Internet services that have been established by **Planters Rural Telephone Cooperative** and **Planters Rural Telephone Cooperative** suppliers. You agree not to intentionally use the **Planters Rural Telephone Cooperative** Internet service on a standby or inactive basis in order to maintain a connection. The excessive use or abuse of **Planters Rural Telephone Cooperative's** network resources by one Customer may have a negative impact on all other Customers. Accordingly, in addition to the Prohibited Uses and Activities provided in Section I, you may not use the **Planters Rural Telephone Cooperative** Internet 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 **Planters Rural Telephone Cooperative's** sole discretion. Such prohibited actions include, but are not limited to: using the **Planters Rural Telephone Cooperative** Internet Services to host a web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, use net hosting, continuous FTP uploading or downloading, or acting in a manner that negatively effects other users' ability to engage in real time exchanges and use of the **Planters Rural Telephone Cooperative** Internet Services.

Therefore, **Planters Rural Telephone Cooperative** reserves the right to impose and enforce bandwidth usage thresholds based on individual broadband service plans limiting the amount of data you are able to upload and download within specific time periods. **Planters Rural Telephone Cooperative** also reserves the right to suspend or terminate Broadband Service accounts where data consumption is not characteristic of a typical user of a similar Broadband Services account as determined by **Planters Rural Telephone Cooperative** in its sole discretion.

Common activities that may cause excessive data consumption in violation of this AUP include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups. You must also ensure that your use of the Broadband Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Broadband Service, nor represent (as determined by **Planters Rural Telephone Cooperative** in its sole discretion) an overly large

burden on the network. In addition, you must ensure that your use of the Broadband Service does not limit or interfere with **Planters Rural Telephone Cooperative's** ability to deliver and monitor the Broadband Service or any part of its network.

If you use the Broadband Service in violation of the restrictions referenced above, that is a violation of this AUP. In these cases, **Planters Rural Telephone Cooperative** may, in its sole discretion, suspend or terminate your Broadband Service account or request that you subscribe to a higher tier of the Broadband Service if you wish to continue to use the Broadband Service at higher data consumption levels.

Planters Rural Telephone Cooperative's determination of the data consumption for Broadband Service accounts is final.

IV. Violation of this Acceptable Use Policy

Planters Rural Telephone Cooperative reserves the right to immediately suspend or terminate your Broadband Service account and terminate the Subscriber Agreement if you violate the terms of this AUP or the Subscriber Agreement.

Planters Rural Telephone Cooperative does not routinely monitor the activity of individual Broadband Service accounts for violations of this AUP, except for determining aggregate data consumption in connection with the data consumption provisions of this AUP. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Broadband Service. **Planters Rural Telephone Cooperative** has no obligation to monitor the Broadband Service and/or the network. However, **Planters Rural Telephone Cooperative** and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Broadband Service; identify violations of this AUP; and/or protect the network, the Broadband Service and **Planters Rural Telephone Cooperative** users.

Planters Rural Telephone Cooperative prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. **Planters Rural Telephone Cooperative** also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without **Planters Rural Telephone Cooperative's** intervention. However, if the Broadband Service is used in a way that **Planters Rural Telephone Cooperative** or its suppliers, in their sole discretion, believe violates this AUP, **Planters Rural Telephone Cooperative** or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Broadband Service (including but not limited to newsgroups). Neither **Planters Rural Telephone Cooperative** nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not **Planters**

Rural Telephone Cooperative's exclusive remedies and **Planters Rural Telephone Cooperative** may take any other legal or technical actions it deems appropriate with or without notice.

Planters Rural Telephone Cooperative reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on **Planters Rural Telephone Cooperative's** servers and network. During an investigation, **Planters Rural Telephone Cooperative** may suspend the account or accounts involved and/or remove or block material that potentially violates this AUP. You expressly authorize and consent to **Planters Rural Telephone Cooperative** and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP. Upon termination of your Broadband Service account, **Planters Rural Telephone Cooperative** is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

The failure of **Planters Rural Telephone Cooperative** or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. You agree to indemnify, defend and hold harmless **Planters Rural Telephone Cooperative** and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this AUP. Your indemnification will survive any termination of the Subscriber Agreement.

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD **PLANTERS RURAL TELEPHONE COOPERATIVE** HARMLESS FROM ANY AND ALL LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO ANY VIOLATION OF THIS AUP BY YOU OR AUTHORIZED USERS OF YOUR ACCOUNT, OR IN CONNECTION WITH THE USE OF THE SERVICE OR THE INTERNET OR THE PLACEMENT OR TRANSMISSION OF ANY MESSAGE, INFORMATION, SOFTWARE OR OTHER MATERIALS ON THE INTERNET BY YOU OR USERS OF YOUR ACCOUNT. Your indemnification will survive any termination of the Subscriber Agreement.

V. Redress and Governing Law

a. Governing Law / Resolution of Disputes - Arbitration

Any dispute or claim between you, the Customer, and **Planters Rural Telephone Cooperative** arising out of or relating to the service provided in connection with this AUP or the Subscriber Agreement shall be resolved by arbitration ("Arbitration"), unless otherwise specified in Customer's individual Subscriber Agreement. To the extent that there is a conflict regarding this Arbitration provision, the Customer's individual Subscriber Agreement supersedes the Terms and Policies of the individual Services.

The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The parties agree that no arbitrator has the authority to: (i) award relief in excess of what the Subscriber Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court in Georgia having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in Arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

b. Governing Law / Resolution of Disputes - Governing Law

The Agreement and the relationship between you and **Planters Rural Telephone Cooperative** shall be governed by the laws of the state of Georgia without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with the Arbitration provision herein, you and **Planters Rural Telephone Cooperative** agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Georgia and waive any objection as to venue or inconvenient forum. The failure of **Planters Rural Telephone Cooperative** to exercise or enforce any right or provision of this AUP or the Subscriber Agreement shall not constitute a waiver of such right or provision. If any provision of this AUP or the Subscriber Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this AUP or the Subscriber Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service, this AUP or the Subscriber Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

VI. Copyright and Digital Millennium Copyright Act Requirements

Planters Rural Telephone Cooperative is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium

Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is **Planters Rural Telephone Cooperative's** policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who **Planters Rural Telephone Cooperative** believes in its sole discretion is infringing these rights. **Planters Rural Telephone Cooperative** may terminate the Service at any time with or without notice for any affected customer or user.

Copyright owners may report alleged infringements of their works that are stored on the Service or the Personal Web Features by sending **Planters Rural Telephone Cooperative's** authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon **Planters Rural Telephone Cooperative's** receipt of a satisfactory notice of claimed infringement for these works, **Planters Rural Telephone Cooperative** will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal Web Features or (ii) disable access to the work(s). **Planters Rural Telephone Cooperative** will also notify the affected customer or user of the Service of the removal or disabling of access to the work(s). In the event that a customer is notified of alleged infringement three (3) or more times, the customer is deemed to be a repeat infringer and **Planters Rural Telephone Cooperative** will suspend or terminate that customer's Service account.

If you believe that your work has been copied and has been posted, stored or transmitted to **Planters Rural Telephone Cooperative's** website in a way that constitutes copyright infringement, please submit a notification pursuant to the DMCA by providing **Planters Rural Telephone Cooperative's** designated agent (contact provided below) the following written information:

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
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 **Planters Rural Telephone Cooperative** to locate the material;
4. Information reasonably sufficient to permit **Planters Rural Telephone Cooperative** to contact the complaining party, such as an 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.

Designation of Agent to Receive Notification of Claimed Infringement

FULL LEGAL NAME OF SERVICE PROVIDER:

Planters Rural Telephone Cooperative, Inc.

ALTERNATIVE NAME(S) OF SERVICE PROVIDER:

Planters Rural Telephone Cooperative, Planters Telephone Cooperative

AGENT NAME AND TITLE, DESIGNEE TO RECEIVE NOTIFICATION OF CLAIMED INFRINGEMENT:

Stephen Milner, CEO/GM

FULL ADDRESS OF DESIGNATED AGENT TO WHICH NOTIFICATION SHOULD BE SENT:

P.O. Box 8, Newington, GA 30446

TELEPHONE & FAX NUMBER OF DESIGNATED AGENT:

Telephone: (912) 857-4411 Fax: (912) 857-3704

E-MAIL ADDRESS OF DESIGNATED AGENT:

sdmilner@planters.net

You should be aware that complainants who make false claims or misrepresentations concerning copyright infringement may be liable for damages under the DMCA.

Counter-Notification in Response to Claim of Copyright Infringement

If an affected customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to **Planters Rural Telephone Cooperative's** designated agent at the address noted above. Upon **Planters Rural Telephone Cooperative's** receipt of a counter notification that satisfies the requirements of DMCA, **Planters Rural Telephone Cooperative** will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. This process will invoke a dispute between you and the complaining party. In all events, you expressly agree that **Planters Rural Telephone Cooperative** will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Your counter-notification must be in writing and contain the following information:

1. A physical or electronic signature of an authorized person;
2. Identification of the material that was removed or access to which was disabled and the location at which material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the alleged infringer has a good faith belief that

- the material was removed or disabled as a result of mistake or misidentification;
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the federal district in which you are located and that you will accept service of process from the complainant

You should be aware that substantial penalties under U.S. law apply for a false counter-notice filed in response to a notice of copyright infringement.