



## WINN TELECOM SERVICES ACCEPTABLE USE POLICY

WTS shall provide unrestricted access to all customers (including private, non-profit, business, and government agencies who gain access to the Internet by DSL, wireless or direct connection via dedicated circuit) who follow the guidelines of the acceptable use policy.

### Acceptable Use Policy:

It is not acceptable to use the WTS network for any purpose that violates local, state or federal laws or to transmit communication that might be highly offensive or damaging to any recipients. Nor is it acceptable to interfere with or disrupt network users, equipment, or services, which include but are not limited to:

#### Network

It is not acceptable to attempt to obtain unauthorized access to any network or account. This includes accessing data not intended for the customer, logging into a server or account without being expressly authorized to access or probing the security of other networks.

It is not acceptable to attempt to interfere with the service of others, including, but not limited to, users, hosts and networks. This includes “denial of service” attacks, “flooding” of networks, deliberate attempts to overload a service and attempts to “crash” any host.

Reselling or redistributing any WTS Internet Services to any other entity other than the Customer. This includes relatives living at the residence or the business entity for which service is provided as defined in the Customers’ contract.

## E-mail

Harassment through language, message frequency or message size.

Sending messages to any person not wishing to receive it. Requests by the recipient to stop receiving such messages must be respected.

Sending unsolicited messages which at the judgment of WTS, is disruptive or generates a significant number of user complaints. This includes bulk-mailing of commercial advertising and/or informational announcements.

Malicious mail, such as "mail bombing" or "Flooding" a user or host with very large and/or frequent pieces of mail.

Forging message header information.

Collecting message replies from messages sent through another Service WTS where those messages violate these terms or the terms of that other WTS.

Introducing harmful code and/or viruses on the Internet.

## News / UseNet

Cross posting, UseNet spam, otherwise posting the same messages to large numbers of unrelated newsgroups.

Posting of message(s) of which the subject matter is unrelated to the content of the newsgroup posted to or generates a significant number of user complaints.

Posting of binary or executable files to newsgroups not created for that purpose.

Forging header information.

Introducing harmful code and/or viruses on the Internet.

Illegal downloading of copyrighted media, music, or other copyrighted material.

## Personal Web Space

**Selling or distributing products or services that are considered unlawful.**

**Posting any content advocating ridicule or public scorn towards WTS, its employees, board members or associates.**

**Posting of scandalous, threatening, harassing or private information without consent of the person, persons or organizations involved.**

**Posting content of nature that is obscene, lewd, lascivious, violent, harassing or objectionable.**

**Introducing harmful code and/or viruses on the Internet.**

**Hosting bulletin boards of chat sites using personal web space provided with the Service.**

**Please report misuse of WTS network or property to [customerserv@winntel.com](mailto:customerserv@winntel.com)**

#### **Enforcement & Violation**

**All usage is under the discretion of WTS. WTS management will review all alleged violations of the policy on a case by case basis. Clear violations of policy which are not promptly remedied by the relevant customer may result in disciplinary action, including, but not limited to immediate termination of service and forfeit of all fees paid to date.**

**WTS has no obligation to monitor the Service or Customer's use of the Service. However, Customer agrees that the WTS has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers.**

WTS will not intentionally monitor or disclose any private electronic-mail message, except as stated above.

WTS reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of its AUP. WTS may further deny any person or entity access to all or part of its system, without notice, if such person or entity engages in any conduct or activities that WTS, in its sole discretion, believes violates any of its AUP.

WTS may deny Customer access to all or part of the Service without notice if Customer engages in any conduct or activities that WTS in its sole discretion believes violates any of the terms and conditions in this Agreement. If WTS denies access to the Service because of such a violation, Customer will have no right to access through WTS, the Internet or Customer's e-mail accounts.

In operating the Services, WTS may act as a "services provider" under the DMCA and offer services as an online provider of materials and links to third party websites. As a result, third party materials that are not owned or controlled by WTS may be transmitted, stored, accessed or otherwise made available using the Service. Customer acknowledges that the Customer will notify WTS if and to the extent any situation arises wherein Customer believes any material available through the Service infringes a copyright. Customer will notify WTS using the notice procedure for claimed infringement under the DMCA as provided below. The WTS's designated agent (the proper party for notice) to whom Customer should address infringement notices under the DMCA is set forth at [www.copyright.gov](http://www.copyright.gov). WTS will respond expeditiously to remove or disable access to material WTS determines may be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringing party who provided the applicable content.

WTS also has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if WTS, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests, operate the Services properly, or protect itself and its customers and users. WTS may immediately remove material or information from WTS's servers, in whole or in part, which WTS, in its sole and absolute discretion, determines to infringe another's property rights or to violate the AUP.

Wireless systems use radio channels to transmit voice and data communications over a network. Privacy cannot be guaranteed, and we are not liable to Customer or any other party for any lack of privacy resulting from using any wireless Services of the WTS. Customer acknowledges that the wireless Service is not inherently secure and that wireless communications can be intercepted by equipment and software designed for that purpose. Notwithstanding efforts to enhance security with respect to the Service, WTS cannot guarantee the effectiveness of these efforts and will not be liable to Customer or any other party for any lack of security that may result from use of the Service. Customer acknowledges that Customer is responsible for taking such precautions and providing such security measures best suited for Customer's situation and intended use of the Service. WTS strongly encourages customer-provided security solutions, such as virtual private networks, encryption and personal firewalls, but does not provide these to users and is not responsible for their effectiveness.

The Customer acknowledges and agrees that this Agreement, including the WTS' applicable tariff provisions, constitute the entire Agreement of the parties for the provision and use of the Services and the complete and exclusive statement of the terms agreed upon, all prior agreements and understandings being merged herein. Neither this Agreement nor any interest herein of Customer may be assigned, sublet, or in any manner transferred by Customer without the prior, written consent of WTS. Any attempted assignment or transfer in contravention of the preceding sentence shall be void. A waiver by WTS of any terms herein shall not be construed as a waiver of any subsequent breach of the terms of Service. This Agreement and the terms of Service shall be governed by the laws of the State of Texas without regard to choice of law principles. No amendments or modifications to this Agreement shall be effective or binding against WTS unless expressly agreed to in writing by an authorized representative of WTS.

#### Modifications to Policy

WTS reserves the right to modify the terms and conditions of the AUP and other provisions of this Agreement from time to time, without direct notice to Customer, and those changes will become effective upon posting to WTS website at [www.winntel.com](http://www.winntel.com). Customer agrees to periodically visit the aforementioned web site to review any such changes. The use of the Services by Customer after any changes to the AUP and/or this Agreement will constitute Customer's acceptance of any changes.