



# Pioneer Telephone Company

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*Serving LaCrosse, Endicott, Winona, Hooper, Dusty, and Hay*

## INTERNET ACCEPTABLE USE POLICY

**A. Netiquette.** The Pioneer network and services may only be used in a manner that is consistent with the intended purpose of the Pioneer network and services may be used only for lawful purposes. Users shall not use the Pioneer network and services in order to transmit, distribute or store material: (a) in violation of any application law or regulation, including export or encryption laws or regulations; or (b) that may expose Pioneer to criminal or civil liability; or (c) that constitutes electronic junk mail or newsgroups. Users are further prohibited from assisting any other person in violating any part of the terms and conditions.

**B. Inappropriate Content.** Users shall not use the Pioneer network and services to transmit, distribute or store material that is inappropriate, as reasonably determined by Pioneer, or material that is indecent, obscene, pornographic (including child pornography), defamatory, libelous, threatening, abusive, hateful or excessively violent, or is a pyramid or other illegal soliciting scheme. Nor shall users engage in activities impersonating any person or entity, or forging any digital or other signature, or other fraudulent action.

**C. Internet Intellectual Property.** Material accessible through Pioneer network and services may be subject to protection under privacy, publicity or other personal rights and intellectual property rights including, but not limited to copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the Pioneer network and services in any manner that would infringe, dilute, misappropriate or otherwise violate any such rights. Any violation of these restrictions may, at Pioneer's sole discretion, result in termination of service. Reinstatement of service may require a signed statement of compliance or other conditions as determined in Pioneer's sole judgment.

If you use a domain name in connection with any of the Pioneer network and services, you must not use that domain name in violation of the trademark, service mark or other rights of any third party.

**D. Harmful Content.** Users shall not use the Pioneer network and services to transmit, distribute or store material that contains a virus, worm, Trojan horse or other component harmful to the Pioneer network and services, any other network or equipment or other users.

**E. Harmful Materials and Actions.** Users are prohibited from making available any data, information or other material or engaging in any activity that Pioneer determines in its sole and exclusive discretion, may expose Pioneer to civil or criminal liability of any type or otherwise threaten to adversely affect Pioneer's public image, reputation or goodwill. Company will suspend or terminate, in whole or in part, the service of any customer whose listing by a commonly recognized blacklist threatens to disrupt service to Pioneer or Pioneer's customers. Pioneer may also block any IP address that is listed on any commonly recognized blacklist. Pioneer network will not open our mail servers to any company that is on a blacklist.

**F. Suspension/Termination.** Any user which Pioneer determines to have violated any element of the terms and conditions may be subject to a suspension or termination of services and if Pioneer deems it necessary, immediate suspension or termination of such user's service without notice. Pioneer may take such further action as Pioneer determines to be appropriate under the circumstances to eliminate or

preclude repeat violations and Pioneer shall not be liable for any damages of any nature suffered by any customer, user or any third party resulting in whole or in part from Pioneer's exercise of its rights under this paragraph.

**G. Miscellaneous Internet Provisions.** User acknowledges the variety of subject matter and content found on the Internet or World Wide Web and that it is user's responsibility to determine its suitability for members of user's household or business and that some content may not be suitable for viewing by children. User agrees to hold Pioneer harmless for liability resulting from the subject matter or content found on the Internet or World Wide Web.

**H. Identity Protection.** Users are solely responsible for the protection of their identity from identity theft. Pioneer does not verify the security of any Internet site. Customer's use of personal information while on the Internet places Customer at risk of identity theft.

**I. Resale.** The Customer may not resell the services, or any of them, without the express written consent of Pioneer, which may be granted or withheld in Pioneer's sole discretion.

**J. Restrictions.** The services provided by Pioneer may not be used to breach the security of another user, or to attempt to access to anyone's computer, software or data, without the knowledge and consent of that person. The service may not be used in any 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 that you are not expressly authorized to access, and probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools is strictly prohibited.

**K. Use By Others.** Customer is responsible for any misuse of the services provided by Pioneer that originates from your account, even activities committed by any friend, family, co-worker, employee, guest or anyone with access to the account. Customer must ensure that others do not gain unauthorized access to the services.

**L. Revisions.** Pioneer may revise, amend or modify the Internet Acceptable Use Policy at any time and in any manner. Notice of any revisions, amendment or modifications will be posted on Pioneer's website at [www.pionnet.com](http://www.pionnet.com). It is Customer's responsibility to regularly review information posted by Pioneer for this policy and its Terms and Conditions. By continuing to receive service from Pioneer, you are indicating your acceptance of these terms and conditions or they may be modified from time to time.