

## 1. Introduction

Huxley Communications Cooperative's (HCC) Acceptable Use Policy is intended to help enhance the use of the Internet by preventing unacceptable use. All users of HCC's Internet services must comply with this policy. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary Web sites. However, in accordance with our Internet Service Agreement, we may remove any materials, that in our sole discretion, may be illegal, may subject us to liability, or which may violate this Acceptable Use Policy. HCC may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this Acceptable Use Policy may result in the suspension or termination of your access to the Services and/or your HCC account. This Acceptable Use Policy should be read in conjunction with our Internet Terms of Service and other policies. HCC enforces these policies with respect to HCC customers only. We are not responsible for abusive actions which originate from other sites or networks on the internet.

## 2. Violations of HCC's Acceptable Use Policy

The following constitute violations of this Acceptable Use Policy:

- a. **Illegal Use.**  
Using the Services to transmit any material (by email, uploading, downloading, posting or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under is prohibited.
- b. **Harm to Minors.**  
Using the Services to harm, or attempt to harm, minors in any way.
- c. **Threats.**  
Using the Services to transmit any material (by email uploading, downloading, posting or otherwise) that threatens or encourages bodily harm or destruction of property is prohibited.
- d. **Harassment.**  
Using the Services to transmit any material (by email, uploading, downloading or otherwise) that harasses another is prohibited. The term harassment may include unacceptable language, size of a message, frequency of messages or the sending of messages to a person who has asked explicitly that you do not.
- e. **Sexually Explicit Material.**  
Using the Services to transmit any material (by email, uploading, downloading or otherwise) that contains explicit or graphic descriptions or accounts of sexual acts including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals.
- f. **Discrimination.**  
Using the Services to discriminate against, victimize, harass, degrade or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
- g. **Libel or Defamation.**  
Using the Service to make libelous or defamatory remarks about another person or entity is prohibited.
- h. **Fraudulent Activity.**  
Using the Services to make fraudulent offers to sell or buy products, items or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," "chain letters," and other forms of business fraud.
- i. **Forgery or Impersonation.**  
You may not impersonate any person or entity, including any employee or representative of HCC. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person or entity by using forged headers or other identifying information is prohibited.
- j. **Unsolicited Commercial Email/Unsolicited Bulk Email.**  
Using the Services to transmit any unsolicited commercial email or unsolicited bulk email (also known as "Spamming") is prohibited. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature are prohibited. "Negative Option" mass emails, which require a reply from the receiver to discontinue further unsolicited emails, are prohibited.
- k. **Unauthorized Access.**  
Using the Services to access or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of HCC's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data. The Service shall not be used to scan or probe ports without the consent of the owner of the machine being scanned.

**l. Copyright or Trademark Infringement.**

*Using the Services to transmit any material (by email, uploading, downloading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.*

**m. Collection of Personal Data.**

*Using the Services to collect or attempt to collect, personal information about third parties without their knowledge or consent. All Users further agree they will not attempt to collect or use any personal information from a minor (anyone under 18 years old) without appropriate prior verifiable parental consent.*

**n. Reselling the Services.**

*Reselling the Services without HCC's authorization is prohibited. The Services are for your use only.*

**o. Network Disruptions and Unfriendly Activity.**

*Using the Services for any activity which adversely affects the ability of other people or systems to use HCC's Services or the Internet is prohibited. This includes "denial of service" attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. This includes but is not limited to software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or damage or obtain unauthorized access to any data or information of any third party. It is the User's responsibility to ensure that their network is configured in a secure manner. A User may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A User may not permit their network, through action or inaction, to be configured in such a way that gives a third party, the capability to use their network in an illegal or inappropriate manner.*

**p. News.**

*HCC's Users should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQ's or community standards describing what is and is not considered appropriate. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups. HCC considers the following as violations of this acceptable use policy:*

- *Posting unsolicited messages to a large number of newsgroups, either by cross-posting or posting to individual groups (spamming)*
- *Attempting to cancel, supersede, or otherwise interfere with newsgroup posts other than ones own.*
- *Blatant posting of articles which violate the named charter for specific newsgroups.*
- *Publishing someone's real-world data (such as phone number, address, social security number, etc.) without their permission.*
- *Forging newsgroup header information to obscure the true originator of the message.*

**3. Reporting Violations of HCC's Acceptable Use Policy**

*HCC requests that anyone who believes that there is a violation of this Acceptable Use Policy please report such information to HCC Internet Services Customer Service, 102 N. Main Avenue, Huxley, IA 50124.*

**HCC may take any one or more of the following actions in response to complaints:**

- *Issue warnings: written or verbal*
- *Suspend a customer's newsgroup posting privileges*
- *Suspend a customer's account*
- *Terminate a customer's account*
- *Bill a customer for administrative costs and/or reactivation charges*
- *Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations*
- *Report any violations to the appropriate legal authorities*

**4. Indemnification**

*You agree to indemnify, defend and hold harmless HCC Internet Services, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Acceptable Use Policy by you. Each of these individuals or entities shall have the right to assert and enforce the provisions directly against you on its own behalf. This provision shall survive the termination of your service.*

**5. Modifications to this Acceptable Use Policy**

*HCC reserves the right to modify or amend this Acceptable Use Policy, our Terms of Service and our other policies and agreements at any time and in any manner. Notice of any modification or amendment will be posted and/or distributed in accordance with the Internet Service Agreement.*