



Acceptable Use Policy (AUP)

Baldwin Telecom, Inc. strives to provide all its members and customers (including anyone who has access to the computers or other devices of such member or customer) (hereinafter collectively referred to as "User" or "Users") with the highest quality Internet service available, while adhering to Internet use policies established by the Internet Community and State and Federal Laws. This Acceptable Use Policy ("AUP") covers all of its Internet Access Service ("Service") and is designed to help prevent unacceptable use of the internet. All Users of the Service must comply with this AUP.

Use of the Service constitutes acceptance of the AUP. Users are solely responsible for any and all improper use of the internet through the User's computers or devices while accepting the Service and Users agree not violate the AUP or engage in any unacceptable or illegal activities while utilizing the Service. The Provider reserves the right to terminate service to any user without notice upon violation of any part of the AUP.

The Provider reserves the right to revise, modify and amend this AUP at any time and in any manner. Notice of any revision, modification or amendment of the AUP will be posted on the Provider's website at www.baldwin-telecom.net.

The Provider may take action against Users for violating these policies; including removing any content that violates the AUP and/or terminating use of the Service. The Provider reserves the right to investigate any violations of this AUP. Information about a User may be revealed to legal authorities and/or third parties in the investigation of suspected or alleged violations of this policy or suspected violation of any laws by the User. The Provider may also cooperate with the System Administrators of the Internet Community to enforce this AUP. Any violations of the AUP may result in costs to the User from the Provider due to any work required as a result of the alleged violation of the AUP by the User, which violations may include, but are not limited to, the following:

VIOLATIONS OF THE PROVIDER'S AUP

1. Inappropriate Content

Users may not upload, download, post, email, distribute, publish or otherwise transmit (collectively "Transmit") any message, data, information, image, text, song, movie or other material (collectively "Content") that is unlawful, libelous, slanderous, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, indecent, invasive of privacy or publicity rights, inflammatory or otherwise harmful or offensive to third parties.

2. Abuse of Electronic Mail

The User may not use the Service to send unsolicited bulk or commercial messages. 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. Users are prohibited

from sending the same or substantially similar email messages to (200) or more recipients. Users may not send more than 500 emails per hour without written approval from the Provider. If this provision is violated, the Provider may provide the User with written notice of the violation of this policy. After receipt of the written notice, if the User continues to violate this policy, the User shall be required to pay the Provider \$5,000 per day for deliberate violations. Please note that Users may receive spam or unsolicited bulk commercial messages over the internet from other sources.

3. Network Security / Integrity

Using the Service for any activity which adversely affects the ability of other people or systems to use Services or the Internet is prohibited. This includes Denial of Service (DoS) attacks, Virus Uploading and distribution, and Hacking (intentional unauthorized access into a service or system without express authorization). Users are responsible for ensuring the security of their personal or business network to minimize network abuse. Users are responsible for the configuring and securing of their Service to avoid disruption of network or end user Services. Users may not, through action or inaction, use their network for illegal or inappropriate purposes or configure their network in a way that permits third parties to do the same. Examples of unsecured services are, but not limited to, Open SMTP relays, incorrect configuration of Proxy services, and Hosting Server Relays.

4. Resale, Sharing, Distribution

Users may not resell, share, or otherwise distribute the Service or any portion thereof to any third party without written consent of the Provider. For example, you may not provide Internet access to others through a wireless, DSL or dial-up connection ("Piggybacking"), host shell accounts over the Internet, provide email or news services, or send a news feed.

5. Illegal Use

Users may not Transmit Content that intentionally or unintentionally violates any applicable, local, state, national or international laws.

6. Harm to Minors

Users may not permit information derived through the use of the Service available to minors in violation of federal or state law, or use the Service to harm or attempt to harm or exploit minors in any way.

7. Forgery or Impersonation

Users may not impersonate any other person or entity, including, but not limited to, an employee or officer of the Provider, forum leader, guide or host, or falsely state or otherwise misrepresent the Users affiliation with another person or entity. Forging headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Provider is prohibited.

8. Fraudulent Activity

Users may not 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”, or “chain letters.”

9. Unauthorized Access

Users may not use the Services to access, or attempt to access, the accounts of others, or to circumvent or penetrate, or attempt to circumvent or penetrate, security measures of the Service Provider’s or other 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.

10. Collection of Personal Data

Users may not use the Service to collect personal information concerning third parties or entities without the knowledge or consent of such third party or entity if such information is intended to be confidential, or otherwise intended to be protected or stored in secure sites and if the User does not otherwise have legal access to such information.

11. Infringement of Intellectual Property Rights

The Provider does not permit users to transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party as specified by the Digital Millennium Copyright Act (DMCA) of 1998 or any other applicable law. This includes, but is not limited to, the unauthorized copying of copyrighted materials, the distribution of photographs from magazines, books or other copyrighted sources and the unauthorized transmittal of copyrighted software, music and/or movies.

As governed by the DMCA Act of 1998 Section 512, the user will be removed from the Provider’s network for repeated infringement of copyrighted materials.

Any action taken by the Provider may be billed to the User at the charges or hourly rates in effect when the alleged violation occurs.

REPORTING VIOLATIONS OF AUP

The Service requests that anyone who believes that there is a violation of this AUP sends that information to BTI’s Broadband Manager Eric Tryon by email at eric.tryon@baldwin-telecom.net or by phone at **715.684.3346, toll free at 877.684.3346.**