



INTERNET SERVICES ACCEPTABLE USE POLICY

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INTERNET SERVICES ACCEPTABLE USE POLICY

Section 1: Introduction

Great Plains Communications ("GPC") welcomes you and is pleased to have you as a customer of our Internet service ("Service"). Our highest priority goal is to provide the best Service possible that results in an enriched, enhanced, high-quality Internet experience for you.

GPC acknowledges that a very high percentage of customers do not create any problems while using our Service. This Acceptable Use Policy ("AUP") is designed to protect our Service, all our subscribers, and the Internet community in general, from inappropriate, illegal, or otherwise objectionable activities. All users of our Service must abide by this AUP so please read this policy prior to accessing our Service. Any violation of this AUP may result in the immediate suspension or termination of your access to our Service. This AUP should be read in conjunction with our Internet Subscriber Agreement and any other applicable policies. By using our Service, you agree to abide by, and require others using our Service via your account, to abide by the terms of this AUP. You should consult this document regularly to ensure that your activities conform to the most recent version.

If you do not agree to the terms of the AUP, you should immediately stop using our Service and notify the Great Plains Communications Customer Service Department that your account should be terminated.

Section 2: Coverage

This AUP applies to all customers and users of our Service. If a customer violates this AUP or permits any user to do so, GPC may, depending on the nature and severity of the violation, suspend or terminate service, as provided below.

If a user of our Service (other than a customer) violates this AUP, GPC may suspend your service for as long as required until the necessary steps can be taken which, in our reasonable judgment, will prevent the violation from continuing or reoccurring.

Section 3: Customer Responsibilities

You may use our Service for lawful purposes only. You may not submit or transmit any material, or otherwise engage in any conduct that:

- Violates or infringes upon the rights of others including, without limitation, patent, trademark, trade secret, copyright, publicity or other proprietary rights.
- Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, or contains explicit or graphic descriptions, or accounts of, sexual acts.

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- Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
- Impersonates any person, business or entity, including GPC and its employees and agents.
- Contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise permit the unauthorized use of a computer or computer network.
- Encourages conduct that would constitute a criminal offense, or that gives rise to civil liability.
- Violates the AUP or any posted policy, or interferes with the normal use our Service by others.

Customers remain solely and fully responsible for their use of the Service. You are responsible for any misuse, even if this misuse is committed by a friend, family member, or guest with access to your account.

In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. Account functions such as verifying and maintaining the account's settings and options, without exception must be performed by a person at least 18 years of age.

Further elaboration of the above responsibilities are contained in subsequent sections of this AUP.

Section 4: Unlawful Activities

You may not use the Service in a manner that violates any applicable local, state, federal or international law, order or regulation. Additionally, you may not use the Service to:

- Invade another person's privacy, stalk, harass, or otherwise violate the legal rights of others.
- Make fraudulent offers to sell or buy products, items, or services or to advance any type of financial fraud such as pyramid schemes, Ponzi schemes, chain letters, or any other illegal solicitation activities.
- Impersonate any person or entity, impersonate any person or entity by forging anyone's digital or manual signature, or falsely state or otherwise misrepresent your affiliation with any person or entity, or create a false identity for the purpose of misleading others.
- Post, transmit, or disseminate content that is illegal, threatening, abusive, libelous, slanderous, or defamatory, promotes violence, or is otherwise offensive or objectionable.

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- Post or transmit content that violates child pornography statutes or contains graphic visual depictions of sexual acts or sexually explicit conduct involving children, or other depictions of children, the primary appeal of which is prurient.
- Harm or attempt to harm a minor, including by hosting, possessing, disseminating, or transmitting material that is unlawful, including child pornography or obscene material.
- Upload, post, transmit or otherwise make available any materials or content that violate or infringe on the rights or dignity of others.
- Submit any false or inaccurate data on any order form, contract, or online application, including the fraudulent use of credit cards.
- Hide or obscure the source of any e-mail or other communication. Without limiting the foregoing, you may not use invalid or forged headers, invalid or non-existent domain names or other means of deceptive addressing.

GPC reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrongdoing. Such cooperation may include, but is not be limited to, providing account/user information or email content, as well as the monitoring of transmissions over our network.

You shall comply with all applicable local, state, national and international laws and regulations, including those related to data privacy, international communications, and exportation or technical or personal data.

You represent that you are not a specifically designated individual or entity under any US embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) to any order issued by any agency of the US Government limiting, barring, revoking or denying, in whole or in part your US export privileges. You agree to notify GPC if you become subject to any such order.

Section 5: Inappropriate Content or Transmissions

You are prohibited from using our Service to:

- Promote the use of violence, or provide instruction, information, or assistance in causing or carrying out violence against any government, organization, group, or individual, or provides guidance, information or assistance with respect to causing damage or security breaches to GPC's network or to the network of any other Internet Service Provider.

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You are solely responsible for any information transmitted from your IP address or from your account. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content.

- Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, treasonous, excessively violent, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful.

Neither GPC nor any of its affiliates, suppliers, or agents has any obligation to monitor transmissions or postings -- including, but not limited to, e-mail, newsgroup, and instant message transmissions as well as materials available on personal web pages or online storage features that may be available through our Service. However, GPC 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 our Subscriber Agreement and any other applicable agreements and policies.

GPC also reserves the right, but not the obligation, 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 illegal, offensive, indecent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful.

Section 6: Intellectual Property Rights

GPC respects the intellectual property rights of third parties, including those granted under the US copyright laws. You may not use our Service to post, copy, transmit, or disseminate any content (i.e. pictures, logos, software, articles, musical works, or videos) that infringes upon the patents, copyrights, trade secrets, trademark, or propriety rights of any party.

GPC assumes no responsibility, and you assume all risks regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

You may not store material of any type or in any format on, or disseminate such material over, GPC's network or servers in any manner that constitutes an infringement of third party intellectual property rights, including rights granted under the US copyright laws.

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In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable laws, it is the policy of GPC to terminate, in appropriate circumstances, our Service provided to any subscriber or account holder who has infringed upon third party intellectual property rights, including repeat infringers. Appropriate circumstances are defined as follows:

- A subscriber or account holder has been found by a court of competent jurisdiction to have infringed the copyrights of a third party on two or more occasions, i.e., a repeat infringer.
- A subscriber or account holder has entered into an agreement acknowledging wrongdoing to settle a claim of copyright infringement and subsequently uses GPC's service to violate the terms of that agreement by engaging in copyright infringement, or to otherwise engage in conduct that is found by a court of competent jurisdiction to constitute copyright infringement.
- Other cases of repeated flagrant abuse of access to the Internet (e.g., willful commercial piracy or malicious attempts to destroy the value of copyrighted works).

In addition, GPC expressly reserves the right to terminate or suspend the Service of any Subscriber or account holder if GPC, in its sole judgment, believes that other circumstances relating to the infringement of third party intellectual property rights warrant such action.

These policies are in addition to and do not affect or modify any other rights GPC may have under law or contract. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent or the law, please follow the instructions for contacting GPC's designated copyright agent as described below.

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 GPC's policy, in accordance with the DMCA and other applicable laws, to reserve the right to terminate our 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 GPC believes in its sole discretion is infringing these rights. GPC may terminate our 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 our personal web space by sending GPC's authorized agent (see below) a notification of claimed infringement that satisfies the requirements of the DMCA. Upon GPC's receipt of a satisfactory notice of claimed infringement for these works, GPC will respond expeditiously to the notice, either directly or indirectly, and remove the allegedly infringing work(s) stored on our Service or disable access to the work(s).

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GPC will also notify the affected customer or user of our Service of the removal or disabling of access to the work(s). If the affected customer or user believes in good faith that the allegedly infringing works have been removed, blocked by mistake, or a misidentification has occurred, then that person may send a counter notification to GPC.

Upon GPC's receipt of a counter notification that satisfies the requirements of DMCA, GPC 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. In all events, you expressly agree that GPC will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

All copyright and trademark infringement claims should be directed to the designated agent as listed below:

Director - Internet Services
Great Plains Communications
1600 Great Plains Centre
P.O. Box 500
Blair, NE 68008
E-mail: AUP@gpcom.com

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Section 7: Excessive Utilization of Network Resources

GPC reserves the right to manage its network to provide maximum benefit to the greatest number of our subscribers. Our Service cannot be used in a manner that interferes with any communications network, or the usage and enjoyment of our Service by our subscribers, account holders, or others. As required, GPC may take steps to protect the overall integrity, performance, and availability of our network, and you expressly accept that such actions on the part of GPC may directly affect the performance of our Service to you.

You may not disrupt our Service at any time, or take any action, intentionally or in error, that will result in excessive consumption or utilization of the network and other system resources. Examples of possible disruptive actions include excessive use of peer-to-peer applications, continuous FTP uploading or downloading, or commercial purposes (except when authorized by GPC), or any other activities that adversely impacts network performance, as determined by GPC's sole discretion. You shall not interfere with the delivery of our Service to any subscriber, host, or network through such activities as denial of service attacks, delivery of malware, flooding of a network, overloading a service, improper seizure, and abuse of operator privileges, or any other attempts to "crash" a host.

In order to efficiently manage its networks, GPC may use various network tools and methods to ensure compliance with this AUP. These may include detecting malicious traffic patterns, preventing the distribution of viruses or other malicious code, and internet port monitoring.

GPC may offer versions of our Service that provide different download and upload speeds. You shall ensure that your use of our Service does not restrict, inhibit, interfere with, or degrade any other's use of our Service, nor represent (in the sole judgment of GPC) an overly large burden on the network. In addition, you shall ensure that your use of the Service does not restrict, inhibit, interfere with, disrupt, degrade, or impede GPC's ability to deliver our Service and monitor our network backbone, network nodes, and/or other network components.

You may only access and use our Service with a dynamic Internet Protocol ("IP") address that adheres to our use of the dynamic host configuration protocol (DHCP). You may not configure our Service or any related equipment to access or use a static IP address, or use any protocol other than DHCP, unless you are subject to a Service plan that expressly permits otherwise.

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Section 8: Spam and Email, Newsgroups, and Usenets

Any abuse or illegal activities involving spam, e-mail, newsgroups or usenets is prohibited on our Service. Examples of these activities include, but is not limited to, the following:

- Using another site's mail server to relay mail without the express permission of the site;
- Using IP addresses the customer is not authorized to use.
- Collecting the responses from unsolicited electronic messages.
- Maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages.
- Sending electronic messages with petitions for signatures, or any chain mail related materials.
- Sending unsolicited electronic messages containing charity requests.
- Sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's enjoyment of the our Services or the Internet.
- Sending bulk (i.e., twenty-five or more recipients) electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender.
- Sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header.
- Distributing or using software designed to promote the sending of unsolicited bulk electronic messages.
- Using distribution lists containing addresses that include those who have opted out.
- Posting a single message, or messages similar in content, that could reasonably be expected to provoke complaints, to more than ten online forums or newsgroups.
- Posting messages to or canceling or superseding messages on an online forum or newsgroup in a manner that violates the rules of that forum or newsgroup or that contain forged header information.
- Sending bulk electronic messages in quantities that exceed standard industry norms or that create the potential for disruption of GPC's network or of the networks with which GPC interconnects.

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You may not use the Service to send bulk, commercial or unsolicited ("spam") email messages. Any unsolicited email, originating from any source, must not direct recipients to any website that is part of our Service, such as personal web pages, or other resources that are part of our Service. Our Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services that violate this Policy or the acceptable use policy of any other Internet service provider. In addition, "mail bombing" - the sending of numerous copies of the same or substantially similar messages or very large messages or files with the intent to disrupt a server or account - is prohibited.

GPC may immediately terminate any subscriber account that it determines, at its sole discretion, is transmitting or is otherwise connected with generating and sending "spam" or other unsolicited bulk email. GPC reserves the right to block, reject, or remove what it considers at its sole discretion to be "spam" or other unsolicited bulk email from our Service and GPC shall have no liability for blocking any email considered to be "spam."

You may not reference GPC in the header or body of an unsolicited email, or list an IP address that belongs to the GPC network in any unsolicited email. Further, you may not take any action which implies that GPC is the sponsor of any unsolicited email even if that email is not sent through the GPC network. Further, the forging, alteration, or removal of electronic mail headers is prohibited.

If you are disconnected from our Service, whether voluntarily or by termination, all user names and associated electronic email addresses may be immediately released for reuse. Upon disconnection, all mailbox contents may be immediately deleted or held in a locked state. Addresses and email also may be held until GPC deletes them as part of our normal policies and procedures. There is no obligation for GPC to retain or make any user name, email address, or stored email retrievable once you are disconnected from our Service.

Section 9: Newsgroups and Usenets

You should use your best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. You must abide by such guidelines. You may not post or list articles which are off-topic according to the description of the group or send unsolicited mass e-mailings to ten or more people if such e-mail could reasonably be expected to provoke complaints from its recipients. Without limiting any other rights or remedies that GPC may have under this AUP, the Terms and Conditions or applicable law, GPC may cancel any postings that violate this AUP as determined by GPC in its sole discretion.

The Usenet news service included with our Service is provided for interactive use by the subscriber, using a commonly available NNTP client such as Outlook Express News. Messages posted to newsgroups must comply with the written charters, FAQs, or overall topics for those newsgroups. Advertisements, solicitations, or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it.

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Posting or cross posting the same or substantially similar messages to more than eight newsgroups is prohibited. Binary files may not be posted to newsgroups not specifically named for that purpose. Users posting binary files to groups with policies concerning the permissible daily volume of posted files are required to observe those limitations.

You may not attempt to "flood" or disrupt Usenet newsgroups. Disruption is defined as posting a large number of messages to a newsgroup, which contain no substantive content, to the extent that normal discussion in the group is significantly hindered. Examples of disruptive activities include, but are not limited to, posting multiple messages with no text in the body, or posting many follow-ups to messages with no new text. Messages may not be cancelled, except by the author or by official newsgroup moderators performing their duties.

Forging, altering or removing header information is prohibited. This includes attempting to circumvent the approval process for posting to a moderated newsgroup. GPC reserves the right to discontinue access to any Usenet newsgroup at any time for any reason.

Section 10: Malicious Software and Denial of Service Attacks

To protect our customers, GPC may monitor the Internet ports that are considered to be security risks as determined by GPC in its sole discretion.

Software or other content downloaded as part of your use of our Service may contain viruses and it is your sole responsibility to take appropriate precautions to protect your computer from damage to its software, files, and data.

You are prohibited from posting, transmitting or disseminating any information or software that generates levels of traffic sufficient to impede the ability of our customers to send or retrieve information. Prohibited conduct of this type includes denial of service attacks or similarly disruptive transmissions, as well as transmissions containing other harmful or malicious features as described above. We reserve the right to suspend your Service if we detect a harmful program in order to allow you to take the measures necessary to stop the execution of the harmful program. At the sole discretion of GPC, repeated offenses may result in the permanent cancellation of your use of our Service.

You may not use our Service to upload files or transmit any information, software, or material that contains viruses, worms, Trojan Horses, time bombs, bots, lock, key, corrupted files, or any other code that manifests contaminating and/or destructive properties. You cannot distribute any information, software, or material that may damage, interfere with, secretly intercept, or seize any system, program, data, or personal information.

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Section 11: Security and Privacy

The security and privacy of our Service is a very high priority for GPC and our customers. Our Service may not be used to interfere with, to gain unauthorized access to, or violate the security of GPC's networks, servers, et al, or the associated customer components.

Examples of security violations and prohibited uses include but are not limited to:

- Attempting to attack, breach, circumvent or test the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data (except in the case of authorized legitimate network security operations).
- Using any program, file, script, command or the transmission of any message or content of any kind, designed to interfere with a terminal session or the access or use of the Internet or any other means of communication.
- Distributing or using tools designed to compromise security, including cracking tools, password guessing programs, decoders, password gatherers, unauthorized keystroke loggers, analyzers, cracking tools, encryption circumvention devices, Trojan Horse programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations).
- Intercepting, interfering with or redirecting e-mail intended for third parties, or any form of network monitoring, scanning or probing, or other action for the unauthorized interception of data or harvesting of e-mail addresses.
- Falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin.
- Accessing any other person's computer or computer system, software, or data without their knowledge and consent.
- Storing or collecting, or attempt to store or collect, personal information about third parties without their prior knowledge and consent.
- Accessing data not intended for you.
- Logging into or making use of a server or account you are not expressly authorized to access.

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- Participating in the collection 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.
- Use an IP address not assigned to you.
- Impersonating any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity.

Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorized by the destination host and/or network.

You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to our Service by, for example, strictly maintaining the confidentiality of your Service login and password.

In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. GPC recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a LAN should be protected with a strong password or as otherwise appropriate.

You are also responsible for securing any wireless components/networks connected to our Service. Any wireless network that is unsecured or "open" and connected to our Service will be deemed to be operating as an ISP and subject to the prohibition on commercial use as described in Section 11 below. You authorize GPC to use the necessary measures to detect unsecured wireless networks associated with our Service.

Section 12: Sharing or Reselling of Account

Through your own action or inaction, you may not allow third parties to use our Service. You may not reproduce, duplicate, copy, sell, provision, resell, rent, lend, pledge, transfer, distribute, or exploit any portion of our Service (or GPC provided hardware) without GPC's prior written consent. You may not permit your network, through action or inaction, to be configured in such a way that gives a third party the capability to use our Service in an illegal or improper manner, or for any purpose or in any manner prohibited by this AUP. You may not use the Service to resell or redistribute the Service to any third party via any means including, but not limited to, wireless technology. You may not resell or otherwise charge others to use our Service.

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You agree not to use our Service for operation as an Internet service provider, or for any other business enterprise, including, without limitation, IP address translation or similar facilities intended to provide additional access.

Section 13: Personal Web Space

GPC offers each residential subscriber a certain amount of disk space for hosting a personal web space. This space is defined as a file system allocated on a GPC publicly available web server that is used for the sole purpose of displaying or providing personal information to the public Internet community. You are solely responsible for all information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials contained within your personal web space. You are also responsible for obtaining any third-party consent or permission required for the use thereof on your personal web space.

GPC does not inspect or otherwise participate in the posting of any content to a subscriber's personal web space and, as such, does not guarantee the accuracy, integrity, security, or quality of such content. GPC 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 offensive, indecent, or otherwise inappropriate regardless of whether this material or its dissemination is lawful. This includes, but is not limited to obscene material; defamatory, fraudulent, or deceptive statements; threatening, intimidating, or harassing statements, content used for commercial purposes, or material that violates the privacy rights or property rights of others (e.g. copyrights or trademarks).

If we determine that you have violated the terms of this specific section of this AUP, GPC reserves the right to modify or discontinue, temporarily or permanently, your web space, without any prior notice. GPC may, in its sole discretion, terminate your web space, and remove any content contained on your web space for any reason, including, without limitation, lack of use, or the reasonable belief that you have violated some provision this AUP. You acknowledge that GPC will not be liable to you or to any third party for any modification, suspension, or discontinuance of your personal web space.

You are solely responsible for any information that others publish or store on your personal web space. You must ensure that the intended recipient of any content made available through your personal web space is appropriate. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content.

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Section 14: Third Party Software

We may make software available for you to download or use. Such software will be subject to the terms of the license agreement that accompanies it. If there is no license agreement presented to you with the software, then we grant you a personal, non-exclusive, non-transferable, limited license to install the software on a single computer.

The software is protected by copyright and other intellectual property laws and treaties and is owned by GPC or our suppliers. You may not sell or redistribute the software. You may not incorporate it or any portion of it into another product. You may not reverse engineer, decompile, or disassemble the software or otherwise attempt to derive the source code (except where expressly permitted by law). You may not modify, adapt, or create derivative works from the software in any way or remove proprietary notices in the software. You agree to abide by all laws and regulations in effect regarding your use of the software. You may not authorize or assist any third party to do any of these prohibited activities as described above.

We may automatically check your version of the software and update it to improve its performance and capabilities. If you shut down the software during an automatic update or otherwise interfere with the installation of the update, the software may be damaged and/or cease to operate.

You agree to fully comply with all import and export laws, regulations, rules and orders of the United States, or any foreign government agency or authority. You agree that you will not directly or indirectly export, re-export, transfer and/or release any software, related technology, or any product thereof, for any proscribed end-use, or to any proscribed country, entity or person (wherever located), without proper authorization from the U.S. and/or foreign government. You will bear responsibility for and assume all expenses relating to your compliance with the described laws, regulations, rules and orders, and for obtaining all necessary authorizations and clearances. You further agree to assume responsibility for and bear all expenses relating to your compliance with the described laws, regulations, rules and orders, and obtaining all necessary authorizations and clearances.

You shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any information obtained or sent using our Service and shall not impersonate any person or use a false name while using our Service. You agree to obtain all required permissions if you use our Service to receive, upload, download, display, distribute, or execute software or perform other works protected by intellectual property laws including copyright, trademark, trade secret, and patent laws.

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You may not upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through our Service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner. You may not copy, distribute, or sublicense any software provided by GPC in connection with our Service or any third party, except that you may make one copy of each software program for back-up purposes only.

Section 15: Third Party Websites

In your use of our Service, you may encounter various types of hyperlinks that enable you to visit web sites operated or owned by third parties. These links are provided to you as a convenience and are not under the control of GPC. The inclusion of any link to a third party site is not an endorsement by GPC of that site, an acknowledgement of any affiliation with its operators or owners, a warranty of any type regarding any information or offer on that third party site. Your use of any third party site is governed by the various legal agreements and policies posted at that site. You are responsible for any actions directed to you for violating the rules, regulations, or policies that apply to any third-party network, server, computer database, or website that you access.

GPC assumes no responsibility for any material created or accessible on third party websites through our Service. GPC is not obligated to monitor such material, but reserves the right to do so. GPC will not exercise any editorial control over such material. In the event that GPC becomes aware that any such material may violate this AUP and/or expose GPC to civil or criminal liability, GPC reserves the right to block access to such material and suspend or terminate any customer creating, storing or disseminating such material.

GPC further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the user that GPC deems responsible for the wrongdoing.

GPC created and maintained websites may contain links to other websites that are maintained by third parties over which GPC has no control. These links are provided for convenience only. Use of these links will cause you to leave this site and use of third-party websites is entirely at your own risk. GPC makes no representation or warranty concerning any other site or the information, products or services offered or appearing on or through these sites. GPC does not sponsor or endorse the operators of these sites or their content, products or services they provide, and GPC is not responsible or liable for the conduct of the sites' operators, the content, availability, accuracy, quality, advertising, products, services or other materials offered at the sites.

INTERNET SERVICES ACCEPTABLE USE POLICY

Section 16: Fair Access Policy

Use of our Service is subject to a data transmission threshold per customer that is measured on a 30-day rolling basis. This “threshold” is the amount of data that can be uploaded or downloaded in any 30-day period before the customer’s upload and download speeds are reduced. This reduction will remain in place until such time the measured usage is under the defined threshold.

You need to ensure that your bandwidth consumption using our Service does not exceed the thresholds that are now in effect or established in the future. If your use of our Service results in the consumption of bandwidth in excess of the applicable thresholds, that is a violation of our Fair Access Policy. In such cases, GPC may, at its sole discretion, terminate or suspend your Service account or request that you subscribe to a version of our Service with higher bandwidth usage limitations, if you wish to continue to use the Service at higher bandwidth consumption levels.

The current transmission thresholds are located at www.gpcom.com/internet/FAP.

Section 17: Instant Messages

Users alone are responsible for the contents of their instant messages and video messages, their delivery, and the consequences of any such messages. GPC assumes no responsibility for the timeliness, delivery, deletion, or failure to store instant messages or video messages.

Section 18: Indemnification

You agree to indemnify, defend and hold harmless GPC and its affiliates, suppliers, subsidiaries, officers, employees, and agents harmless from any claim, liabilities, losses, expenses, damage, including costs and reasonable attorneys' fees, asserted by GPC or any third party, due to, or arising out of, your use of or conduct on our Service that may included the following:

- Engaging in any of the prohibited activities listed in this AUP.
- Actions resulting from your violation of this AUP or of any other posted GPC policy related to our Service.
- Any violation of any rights of a third party by you.
- Any violation of applicable law.
- Information or content that you submit, post, transmit or make available through our Service.

INTERNET SERVICES ACCEPTABLE USE POLICY

GPC will notify you within a reasonable time of any third party claim for which GPC seeks indemnification and will afford you the opportunity to participate in the defense of such claim, provided your participation will not be conducted in a manner prejudicial to GPC's interests, as reasonably determined by GPC.

Your indemnification will survive any termination of our Subscriber Agreement.

Section 19: Warranties and Liabilities

Our service is provided to you "as is" without a warranty of any kind. Neither GPC nor its affiliates or any of its suppliers or licensors, employees or agents warrant that our Service will not experience interruptions, performance degradations, errors, or be subject to viruses or other harmful, malicious agents (even if anti-virus or other intrusion mechanisms are deployed).

GPC does not warrant that any data or files sent by or to you will be successfully transmitted without corruption or within a reasonable time period. All representations and warranties of any kind, express or implied, including, without limitation, any warranties of title, infringement, fitness for a particular purpose and merchantability are hereby excluded and disclaimed.

GPC and its employees, representatives, contractors, and agents are not liable for any costs or damages, arising directly or indirectly, from the installation or use of, our Service (including email), licensed software, equipment furnished by GPC, or GPC's service and support staffs. Even if such damage results from the negligence or gross negligence of a GPC installer, technician, or customer service representative, including any indirect, incidental, exemplary, special, punitive or damages, regardless of whether or not GPC has been advised of the possibility of such damages.

You expressly agree that GPC is not responsible or liable for any content, act or omission of any third party including, without limitation, any threatening, defamatory, obscene, offensive, or illegal conduct, or any infringement of another's rights including, without limitation, privacy and intellectual property rights, and you hereby release GPC for any such claims based on the activities of third parties.

In any event, GPC's cumulative liability to you for any and all claims relating to the use of the service shall not exceed the total amount of service fees paid during the preceding twelve month period. You hereby release GPC from any and all obligations, liabilities, and claims in excess of this limitation. GPC is also not liable for any costs or damages arising from or related to your breach of this AUP.

INTERNET SERVICES ACCEPTABLE USE POLICY

Section 20: AUP Delivery and Subscriber Consent

Your ongoing use of our Service signifies that you agree to the terms of this AUP. You consent to receive and review all updates of this AUP when notified by GPC and provided to you in a manner we deem as appropriate and expedient.

Certain areas and services provided by GPC, such as sites where you can upload or download files, may include usage guidelines and rules that will supplement this AUP. By using those services, you agree to comply with such ancillary guidelines and rules.

You agree that we may provide to you required notices, agreements, and other information concerning our Service and this AUP electronically. We will post these notices on our home page or on a relevant Web page for the applicable service. If you chose to withdraw your consent to receive these notices electronically, you must discontinue your use of our Service.

Section 21: AUP Violations

When feasible, GPC may provide customers with written notice via e-mail or otherwise, of an AUP violation so that such violation may be corrected without impact on service. GPC reserves the right to immediately terminate our Service and our Subscriber Agreement with you. Circumstances leading to this action may include you engaging in any of the prohibited activities listed in this AUP, or if you use the GPC equipment or service in a way that is contrary to any GPC policies, severely impacts our ability to provide our Service, or violates any of GPC's suppliers' policies. You must also strictly adhere to any policy set forth by another service provider accessed through the Service.

GPC may suspend service without notice if GPC becomes aware of a violation of any applicable law or regulation or activity, including but not limited to a violation of the AUP, that exposes GPC to criminal or civil liability or that exposes GPC's network or customers' network or property to harm. Such harm to a network may include, but is not limited to, risk of having an IP address placed on a blacklist.

GPC does not routinely monitor the activity of Service accounts for violation of this AUP. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although GPC has no obligation to monitor our Service and/or our network, GPC and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content from time to time to operate our Service; to identify violations of this Policy; and/or to protect our network, Service, and users.

INTERNET SERVICES ACCEPTABLE USE POLICY

GPC requests that any person who becomes aware of a violation of this AUP (other than claims of copyright or trademark infringement) report the information via email at AUP@gpcom.com. If available, please provide the IP address used to commit the alleged violation and the date and time of the alleged violation. Where possible, include other details that would assist GPC in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

GPC may take any appropriate action as it deems fit in its sole discretion, including, but not limited to, one or more of the following actions in response to a report:

- Take no action
- Issue a warning
- Suspend the subscriber's newsgroup posting privileges
- Suspend the subscriber's account
- Terminate the subscriber's account
- Bill the subscriber for administrative costs and/or reactivation charges
- Bring appropriate legal action to enjoin violations and/or to collect damages, if any, caused by violations
- Take no action

GPC prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if our Service is used in a way that GPC or its suppliers, in their sole discretion, believe violate this AUP, GPC or its suppliers may take any responsive actions they deem appropriate. These actions include, but are not limited to:

- Temporary or permanent removal of content
- Cancellation of newsgroup posts
- Filtering of Internet transmissions
- The immediate suspension or termination of all or any portion of the Service.

INTERNET SERVICES ACCEPTABLE USE POLICY

Neither GPC nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not GPC's exclusive remedies and GPC may take any other legal or technical action it deems appropriate.

GPC 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 GPC's servers and network. During an investigation, GPC may suspend the account or accounts involved and/or remove or block material that potentially violates this AUP.

You expressly authorize GPC and its suppliers to cooperate with law enforcement authorities in the investigation of suspected legal violations, and system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP. This cooperation may include GPC providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information.

Upon termination of your account, GPC is authorized to delete any files, programs, data and e-mail messages associated with your account.

The failure of GPC 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.

Section 22: Resolving Disputes

By agreeing to the terms of use as stated in this AUP, you are:

1. Waiving claims that you might otherwise have against GPC based on the laws of other jurisdictions, including your own.
2. Irrevocably consenting to the exclusive jurisdiction of, and venue in, the state and federal courts of the state of Nebraska over any disputes or claims you have with GPC.
3. Submitting yourself to the personal jurisdiction of courts located in the State of Nebraska for the purpose of resolving any such disputes or claims

This contract and any supplemental terms, policies, rules and guidelines posted on www.gpcom.com constitute the entire agreement between you and GPC and supersede all previous written or oral agreements.

INTERNET SERVICES ACCEPTABLE USE POLICY

If any part of this AUP is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

In the event of a conflict between the Subscriber Agreement and this AUP, the terms of the Subscriber Agreement will prevail.

For any questions regarding this AUP, complaints of violations, or cancellation notices, please contact GPC as directed below:

Director - Internet Services
1600 Great Plains Centre
PO Box 500
Blair, NE 68008
Email: AUP@gpcom.com

Section 23: Future Revisions of AUP

GPC reserves all rights including the right to revise, amend, or modify this AUP without notice by posting a new version of this document on the main GPC website site at www.gpcom.com or any successor URL(s). All revised copies of the AUP are effective immediately upon posting. Accordingly, it is the responsibility of the customers and users of our Service to regularly visit our web site and review this AUP to ensure their activities conform to the most recent version.

You agree that your continued use of the Service after the effective date of any such revision, amendment, or modification will constitute your acceptance thereof and you shall thereafter be bound by the terms of this AUP, as revised, modified, or amended.