

Acceptable Usage Policy

Warwick Valley Telephone Company, Inc. and its affiliates and subsidiaries (collectively “WVT”) provide services that enable access to WVT’s network and the network of other service providers and that provide customers with the ability to transmit and/or receive information over those networks (collectively, the “Services”). “You” when used in this AUP shall mean the WVT customer of record and WVT Customer end users. By using any Service in such a manner, you represent, acknowledge, and agree that you and any users (the “Users”) that have direct or indirect access to the Service through your account have read, understood, and agree to abide by this Acceptable Use Policy (the “AUP”). WVT does not pre-screen, censor, edit control or monitor content on any Service, but WVT reserves the right, in its sole discretion, to: (i) remove any content which it determines is illegal, deceptive, harmful, offensive, or otherwise in violation of this AUP; and (ii) suspend or terminate without notice and without liability the Services if a violation of this AUP occurs in WVT’s sole determination. WVT may modify the AUP at any time effective immediately upon posting to this Website. It is the responsibility of each User periodically to check WVT’s website for updates to this AUP. In situations where communications are carried across networks of other service providers, users of the Services must also conform to the applicable acceptable use policies of such other service providers. This AUP should be read in conjunction with the terms and conditions of the service agreement entered into with WVT and other WVT policies. All Users of the Services are required to comply with this AUP, as well as all applicable laws and regulations. Violating this AUP policy grants WVT the authority and permission to take action to restrict or terminate your access to and use of the Services.

1. Violation of this AUP is strictly prohibited. In the event of any actual or potential violation or conduct that is otherwise improper or illegal, WVT reserves the right to suspend or terminate any or all the Services. In the event WVT elects to terminate any or all parts of the Services, any early termination fees and/or charges associated with early termination of service will apply.
2. Users who violate this AUP also may incur criminal or civil liability. WVT may refer violators to civil or law enforcement authorities for prosecution, and will cooperate fully with applicable government authorities in connection with civil or criminal investigations of such violations.
3. You are responsible for configuring your own systems and services to provide the maximum possible accountability. WVT shall not be responsible or liable for any damage caused by such system and/or service configurations regardless of whether such configurations have been authorized by WVT or its suppliers.
4. WVT’s Services permit access to many areas of the Internet, some of which may maintain discussions or content intended for adult audiences. Users represent that they are at least eighteen (18) years of age and assume all liability and responsibility associated with viewing content or exposing any minor or other person to any Internet content.
5. Each User is responsible for providing WVT with reasonable assistance in its investigation and resolution of issues, problems and/or complaints arising out of the use of the Services. Each User is responsible for immediately reporting to WVT any network issue which could compromise the stability, service, security or any use of the Services, including, without limitation, the unauthorized use of a User’s password. Each User is entirely responsible for maintaining the confidentiality of its password and account information and is responsible for all activities that occur under its password. Therefore, passwords should not be disclosed to unauthorized third parties.
6. The following actions are considered by WVT to be “Abuse” and are strictly prohibited:
 1. Any conduct, which could be construed to violate the general norms or etiquette of the Internet community, regardless of whether such conduct is detailed in this AUP. WVT reserves the right, in its sole discretion, to determine whether any particular User conduct violates such norms;
 2. Using the Services to post or transmit any material (by e-mail, uploading, posting or otherwise) that threatens or encourages bodily harm or destruction of property;
 3. Using the Services to harm, or attempt to harm, minors in any way;
 4. Using the Services to engage in deceptive or unfair online marketing, including without limitation, making fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes,” and “chain letters”;
 5. Using the Services to falsify the identity or contact information of any person;
 6. Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization, or other methods to document use of the Services;
 7. Creating active full-time connection on dial up accounts by using artificial means;
 8. Using the Services to harvest, collect, or attempt to collect personal information from people without their knowledge or consent, including, without limitation, knowingly soliciting or collecting personal information from a minor (anyone under eighteen (18) years old) without appropriate prior verifiable parental consent. Personal information includes but is not limited to, name, address, phone number or e-mail address;
 9. Using the Services to record the conversations or communications of other people without their consent;

10. Using the Services for any activity which adversely affects the ability of other people or systems to use the Services including, without limitation, disruption or interference with other WVT users and denial of service attacks against another network host or user;
 11. Violating any system or network security measures including but not limited to engaging in:
 12. Unauthorized access or use of WVT's or a third party's network, data, or information; including any attempt to probe, scan or test the vulnerability of a system or network or to breach security authentication measures without express authorization of the owner of the secured network;
 13. Unauthorized monitoring of WVT's or third party's data, systems or network traffic;
 14. Interference with a third party's use of WVT's network or service, including without limitation, mailbombing, flooding, and deliberate attempts to overload a system;
 15. Forging of any header or any part of the header information in any e-mail or newsgroup posting or taking any action in order to obtain services to which such user is not otherwise entitled;
 16. Activities that cause interference with a third party's ability to connect to the Internet or provide services to Internet users; and
 17. Using the Services in violation of any applicable law.
7. Security of a User's network, systems, and service is the sole responsibility of the User. Any firewalls, firewall configurations, routers and router configurations or any other equipment owned, implemented and maintained by the User (collectively "User Equipment") are the responsibility of the User. WVT is not responsible for any loss of data as a result of a User's selection or method of security or routing configurations. In the event that a User requests that WVT perform any work or maintenance on User Equipment, WVT shall not be responsible for any damages, including loss of data, resulting from such work or maintenance.
 8. Users are prohibited from sending unsolicited email messages ("Spamming"), including but not limited to:
 1. Posting the same or similar messages to one or more Usenet or other newsgroups, forums, email mailing lists or other similar groups or lists;
 2. Posting any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles which are off-topic or otherwise violate the rules of the charter or other owner-published FAQ or description of the group or list;
 3. Sending unsolicited email, including commercial advertisements and informational announcements, to Internet users, or any unsolicited email that could reasonably be expected to provoke complaints;
 4. Using email to engage in harassment, whether through language, frequency, or messages. Continuing to send someone email after being asked to stop is considered harassment;
 5. Sending email with falsified or obscured header or information designed to hinder the identification of the location of what is advertised;
 6. Collecting replies to either (i) unsolicited email messages or (ii) messages that were either sent through another service provider which violate these rules or those of the other service provider; and
 7. Violating any state, federal, or international law regulating the use of e-mail, including without limitation, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM") and Computer Fraud and Abuse Act.
 9. Users who send bulk email to an "opt-in" list must have a method of confirming or verifying subscriptions and be able to show evidence of subscriptions for users who complain about unsolicited email. WVT's receipt of complaints from Internet users related to emails received due to Users use of "opt in" list shall be a violation of this AUP.
 10. Users shall not create, transmit, upload, post, distribute, facilitate distribution in any manner or store any information, content, or material, including without limitation, text, sounds, data, software, images, communications, or other information which:
 1. Infringes any copyright, trademark, trade secret, patent, or other intellectual property or proprietary rights of any third party, including, without limitation, 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, music or movies. Sharing or downloading copyrighted materials via a peer-to-peer network is strictly prohibited;
 2. Is obscene, indecent, offensive, immoral, or pornographic;
 3. Is libelous, defamatory, hateful, constitutes an illegal threat or abuse, is invasive of another's privacy or publicity or harasses or intimidates an individual or a group of individuals on the basis of race, age, ethnicity, sexual orientation, gender, religion or disability or otherwise violates the legal rights of others;
 4. Violates any export control law or regulation;
 5. Encourages conduct that would constitute a criminal offense or give rise to civil liability under local, state, federal or international laws;
 6. Is false, inaccurate or misleading;
 7. Contains any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or

8. Otherwise violates any applicable law, rule or regulation.
11. Users are expressly prohibited from engaging in any of the following web-related activities.
 1. Exploiting or attempting to exploit any scripts presented on web pages;
 2. Operating a robot on a web page following request by the website that the behavior cease;
 3. Configuring a website to act maliciously against visitors to the website;
 4. "Walking" a database to collect data contained therein; and
 5. Attempting to intercept, redirect or otherwise interfere with communications intended for others.
12. Users are prohibited from falsifying user information provided to WVT or to other users in connection with use of the Services.
13. Users are prohibited from engaging in any of the foregoing activities by using the service of another provider, but channeling such activities through a WVT account, remailer, or otherwise through the WVT Services or using a WVT account as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect the Services.
14. WVT considers each of the above listed practices to constitute abuse of its Service. Engaging in one or more of these practices may result in immediate termination without notice of a User's access to the Services. Users shall be charged an administrative fee of \$500 for each incident in violation of this AUP. A violation of this AUP by someone having only indirect access to the Services through a User or other user will be considered a violation by the User irrespective of whether such violation occurs with the knowledge or consent of the User. WVT receives complaints directly from Internet users, through Internet organizations, and through other parties.
15. WVT shall not be required to determine the validity of complaints received before taking action under this AUP. WVT reserves the right in its sole discretion to determine whether duplicative or mass e-mail messages are "unsolicited." A complaint from the recipient, whether received directly or through an anti-spamming organization, shall be presumed to be evidence that the message was unsolicited. WVT has no obligation to forward the complaint to the user or to identify the complaining parties.
16. User is responsible for the use of all Services utilized via its connection to the WVT network, including any support services provided via its connection to the WVT network. Support services includes, without limitation, hosting websites, electronic mailboxes, telephony gateways, Internet Relay Chat (IRC) servers, advertising, transmitting, or otherwise making available any software, program, product or service that is designed to violate this AUP or the AUP of any other Internet services provider. Conduct that directly or indirectly encourages, permits or relies on activities in violation of this AUP, is also a violation of the AUP. Examples include, without limitation, failure to implement technical or administrative measures to prevent mass unsolicited e-mail, or providing Spamming support services such as email drop boxes, sales of spam ware, list washing, and the hosting of "spam-vertised" websites.
17. Nothing contained in this AUP shall be construed to limit WVT's actions or remedies in any way with respect to any of the foregoing activities, and WVT reserves the right to take any and all additional actions it may deem appropriate with respect to such activities, including without limitation taking action to recover the costs and expenses of identifying offenders and removing them from the WVT service, and levying cancellation charges to cover WVT's costs. WVT will investigate violations of policy and will cooperate with law enforcement officials for any suspected criminal violations. Each User shall also provide cooperation and assistance to WVT and to law enforcement agencies in connection with any request or legal requirement relating to the Service. In addition, WVT reserves at all times all legal and equitable rights and remedies available to it with respect to such activities.
18. User agrees to maintain his/her password as private and confidential information, and not to attempt to gain unauthorized access to any systems or networks. User agrees that each WVT account may only have one active connection to WVT's Network at a time.
19. No User may use the Services for any activity which adversely affects the ability of other people or systems to use the Services or the Internet. This includes "denial of service" attacks against another network host or individual user. Interference with or disruption of any other network user, network service or network equipment is prohibited. All Users have the responsibility to ensure that their network is configured in a secure manner. Users may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. Users 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.
20. Users should use their 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. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups, especially regional groups not specifically named for such purposes.
21. Service is provided "as is." WVT disclaims, to the maximum extent permitted by law, all warranties, representations or other endorsements, express, implied, or statutory with regard to the data or information accessed from, or through, the WVT Services, the systems which provide it and the Internet, including all warranties of merchantability or fitness for a particular use, title, and non-infringement of any third-party rights. WVT does not assume any liability for the completeness, accuracy or usefulness of any information disclosed or materials accessed. In no event

- shall WVT (or any persons or entities related thereto) be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages associated with or arising from use of the Services in any way, including any loss of use, data, profits, or revenue, regardless of the form of action. Any failure by WVT to enforce this AUP in every instance in which it might have application does not amount to a waiver of WVT's rights
22. Pursuant to 47 U.S.C. Section 230(d) as amended, WVT notifies Users that parental control protections (such as computer hardware, software, or filtering services) are available that may assist Users in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the America Links Up website: <http://www.netparents.org/parentstips.browsers.html>.
 23. In the course of provision of the Services, WVT may transfer employee data, customer data and/or other personal data ("Personal Data") that the User solely controls. User, as the data controller, will be responsible to submit the filings, notifications, reports, and other documentation with regulatory authorities and other government agencies that are required under applicable law. User agrees, warrants and represents with regard to such Personal Data: (a) that the processing, including the transfer itself, has been and, up to the moment of transfer, and will always to be carried out in accordance with any applicable law, including, without limitation, national and European Union data protection laws, and, if applicable, has obtained, at its own costs, the written permission of the relevant data protection authorities, works councils and/or the written consent of the individuals ("informed consent") to which the Personal Data refer to ("Data Subject"), prior to the transfer; (b) that it will notify WVT immediately if a permission or consent under sub-section (a) is withdrawn, challenged or suspended; (c) that it will immediately advise WVT in writing of any storage requirements, such as minimum and maximum retention periods and any change thereof that apply to the Personal Data; and (d) that it will respond in a reasonable time and to the extent reasonably possible to inquiries from any authority on the processing or transfer of Personal Data and to any inquiries of a Data Subject concerning the processing of his/her Personal Data that WVT may receive. In addition to indemnification of WVT under Section 25 below with respect to a violation of this Section 23, you shall protect, defend, indemnify, and hold harmless WVT, its affiliates and subsidiaries, and their officers, directors, employees, agents, licensors, consultants, suppliers, and any third-party Website providers, for any costs and other reasonable expenses incurred by WVT because of WVT's facilities being subject of an audit, inspection, reporting or storage requirement pertaining to Personal Data, or any inquiry by or initiated by any government agency, law enforcement official, court or a Data Subject with regard to the Personal Data.
 24. This AUP is governed by the laws of the State of New York, without regard to its choice of law provisions, and any disputes hereunder shall be brought in the state or federal courts in New York, New York. Use of Services is unauthorized in any jurisdiction that does not give effect to all provisions of this AUP, without limitation, this paragraph.
 25. You agree to protect, indemnify, defend, and hold WVT, its affiliates and subsidiaries, and their officers, directors, employees, agents, licensors, consultants, suppliers, and any third-party Website providers harmless from and against all liabilities, costs, demands, expenses (including reasonable attorneys' fees), causes of action, suits, allegations, or other claims (collectively, "Claims") resulting from your or your Users' violation of this AUP, misuse or abuse of the Service, personal injury or death to other persons or damage to personal or real property (including data) arising from use of the Service, or your infringement, or infringement by any other user of your account, of any intellectual property or other right by any person or entity. You will cooperate as reasonably required in WVT's defense of any Claim. WVT reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any matter without the prior express written consent of WVT.
 26. In the event that any portion of this AUP is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions of this AUP shall remain in full force and effect. Any failure by WVT to insist upon or enforce strict performance of any provision of this AUP shall not be construed as a waiver of any provision or right.