

Acceptable Use Policy & Copyright Notice

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Plant Telephone Company Inc. High Speed Internet Access Service Acceptable Use Policy & Copyright Notice

(Version 20141204)

Important Note: Plant Telephone Company Inc., Inc., may revise this Acceptable Use Policy from time to time without notice by editing the information on this page. Accordingly, users of the Plant Telephone Company Inc. residential services should consult this page regularly to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber agreement and this policy, the terms of this policy will govern. Questions regarding this policy can be directed to ptc@planttel.net. Complaints of violations of this policy by Plant Telephone Company Inc. users can be directed to ptc@planttel.net. Visit <http://www.planttel.net/pdf/networkmanagementpolicypt.pdf> to review Plant Telephone Company's Network Management Disclosure Statement.

INTRODUCTION

Plant Telephone Company Inc., provides a variety of Internet services to residences and businesses (the "Services"). The Plant Telephone Company Inc. residential service allows subscribers to connect to the Internet through a high-speed Internet access connection. The Services use resources that are shared with many other customers and each user benefits by being able to share these resources. However, as with any resource, the benefits provided must be balanced with duties and responsibilities so that all users can rely on them for a productive experience. Use of the Services therefore is subject to the rules and guidelines set forth below. Each customer of Plant Telephone Company Inc. is responsible for ensuring that the use of all Services provided to such customer complies with this Acceptable Use Policy (the "Policy"). **ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE PLANT TELEPHONE COMPANY INC. CUSTOMER SERVICE DEPARTMENT SO THAT THE USER'S ACCOUNT MAY BE CLOSED.**

I. PROHIBITED USES AND ACTIVITIES

You may use your account for communications, research, public relations, education, and entertainment. This statement describes certain uses which are consistent with the purposes of the Internet. It is not intended to exhaustively list all such possible uses or abuses. We expect our subscribers to respect the culture and civility of communications and discourse on or through the Internet. We expect our subscribers to maintain respect for privacy, legal issues, and courtesy to other Internet users and network resources.

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, interfere with or diminish the use and enjoyment of the Service by others, or impede Plant Telephone Company Inc. from providing the Service or operating its business. These prohibited uses and activities include, but are not limited to, using the Services, customer-provided equipment, or Plant Telephone Company Inc.-provided equipment, either individually or in combination with one another, to:

Conduct and information restrictions

- undertake or accomplish any unlawful purpose;
- post, store, send, transmit, or disseminate any information or material which is harassing, threatening, or intimidating;
- upload, post, publish, transmit, reproduce, or in any other way infringe copyrights of third parties
- transmit unsolicited bulk or commercial messages commonly known as "spam;"
- collect responses from unsolicited bulk messages;
- send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, newsgroup, or chat service;

- collect very large numbers 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;
- falsify, alter, or remove message headers with an intent to deceive;
- falsify references to Plant Telephone Company Inc. or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access;

Technical restrictions

- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or 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 you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security, such as password guessing programs, decoders, password gatherers, unauthorized keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- distribute programs that make unauthorized changes to software (cracks);
- use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with Plant Telephone Company Inc. Equipment or Service or permit any other person to do the same who is not authorized by Plant Telephone Company Inc.;

Network and Usage Restrictions

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Plant Telephone Company Inc. (or Plant Telephone Company Inc. supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Plant Telephone Company Inc. (or Plant Telephone Company Inc. supplier) facilities used to deliver the Service;

- resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, though Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal and non-commercial residential use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit);
- connect the Plant Telephone Company Inc. Equipment to any computer outside of your Premises;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;
- access and use the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the 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 you to do so;
- engage in Excessive Use, as defined below.

II. CUSTOMER CONDUCT AND FEATURES OF THE SERVICE

What are your obligations under this Policy?

You are responsible for any misuse of the Services that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or customer with access to your account. Therefore, you should take steps to ensure that others do not gain unauthorized access to the Services and ensure that users you have authorized do not engage in any unauthorized activities listed in but not limited to the "Prohibited Uses and Activities" identified above.

You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device. In particular, Plant Telephone Company Inc. recommends against enabling file or printer sharing of any sort. Plant Telephone Company Inc. recommends that any files or services you do choose to make available for remote access be protected with a strong password, personal firewall or as otherwise appropriate.

How Does Plant Telephone Company Inc. address inappropriate content and transmissions?

There may be content on the Internet or otherwise available through the Services which may be offensive to some individuals, or which may not be in compliance with all federal, state and local laws, regulations and other rules. For example, it is possible to obtain access to content which is pornographic or offensive, particularly to children. Plant Telephone Company Inc. does not assume any responsibility for the content contained on the Internet or otherwise available through the Services. You must assume the risk of accessing content through the Service and Plant Telephone Company Inc. shall not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. Parents may want to use a program capable of restricting access to sexually explicit material on the Internet. Content questions or complaints should be addressed to the content provider. You are solely responsible for any information which you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. Plant Telephone Company Inc. reserves the right to refuse to post or to remove 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 such material or its dissemination is unlawful. Plant Telephone Company Inc. does not have any obligation to monitor transmissions made on the Services. However, Plant Telephone Company Inc. does have the right to monitor such transmissions from time to time and to disclose the same in accordance with your subscriber agreement. By using the Services to reproduce, publish, display, transmit and distribute content, a user is warranting that the content complies with this Policy and authorizing Plant Telephone Company Inc. to reproduce, publish, display, transmit and distribute such content as necessary for Plant Telephone Company Inc. to deliver the content in a timely manner.

What requirements apply to Electronic Mail?

The Services may not be used to or distribute e-mail or other forms of communications in violation of the "Prohibited Uses and Activities" described above. This includes, but is not limited to, bulk mailing of commercial advertising,

informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested them. The Services may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you. The Services may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this Policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited email may not direct the recipient to any web site or other resource which uses the Services. You may not create a username or email address that, in the sole judgment of Plant Telephone Company Inc., is pornographic, patently offensive or misleading. You may not reference the Plant Telephone Company Inc. network (e.g., by including "Organization: Plant Telephone Company Inc. " in the header or by listing an IP address that belongs to the Plant Telephone Company Inc. network) in any unsolicited email even if that email is not sent through the Plant Telephone Company Inc. network. In the event that Plant Telephone Company Inc. believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Plant Telephone Company Inc. (i) reserves the right to block access to and prevent the use of any of these identifiers, and (ii) may at any time require any customer to change his or her identifier. Plant Telephone Company Inc. may at any time reserve any identifiers on the Service for Plant Telephone Company's own purposes. Plant Telephone Company Inc. is not responsible for the forwarding of email sent to any account which has been suspended or terminated. Such email will be returned to sender, ignored, deleted, or stored temporarily at Plant Telephone Company's sole discretion. Plant Telephone Company Inc. is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. In addition, Plant Telephone Company Inc. may suspend or delete a Plant Telephone Company Inc. email address after three (3) months of inactivity or other evidence of non-use.

What requirements apply to instant, video, and audio messages?

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. Plant Telephone Company Inc. assumes no responsibility for the timeliness, mis-delivery or deletion of, or any failure to store, these messages. In the event that a Service account is terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well.

III. NETWORK MANAGEMENT AND LIMITATIONS ON BANDWIDTH CONSUMPTION AND DATA STORAGE

The Plant Telephone Company Inc. network is designed for typical usage by a typical residential computer user. Computer activity resulting in excessive or sustained bandwidth consumption may burden the network and such usage may be restricted. Bandwidth on our network is a limited, shared resource among subscribers. Because we seek to provide the Service at a reasonable cost to the largest number of users, the use of our network is subject to usage limitations. Users therefore must comply with the current bandwidth, data throughput, file storage and other limitations on the Service. Users must ensure their activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole but reasonable judgment of Plant Telephone Company Inc.) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade or impede Plant Telephone Company's ability to deliver the Service and monitor the Services, backbone, network nodes, and/or other network services.

How does Plant Telephone Company Inc. manage its Network?

Plant Telephone Company Inc. strives to provide customers the best experience when using our network, a shared resource among hundreds of thousands of customers.

Plant Telephone Company Inc. may use tools and techniques to manage its network, deliver the Service, and ensure compliance with this Policy and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) limiting speeds during periods of extended congestion, (iv) requiring an upgrade or purchase of a different Internet service and (v) using other tools or techniques that Plant Telephone Company Inc. may be required to implement in order to meet its goal of delivering the best broadband Internet experience to all its customers.

How does Plant Telephone Company Inc. track usage?

We collect data on customer traffic pattern usage through the use of traffic management software. Plant Telephone Company Inc. reserves the right to conduct tests to improve network security, to enhance the performance of our network, and to determine whether to make available new service offerings. These technical tests are performed almost continuously and without notice.

What is Excessive Use?

Excessive use means bandwidth or data usage that is significantly higher than typical usage for which our network is designed. Excessive Users consume so much data that their usage could negatively impact the Service provided to other customers.

How does Plant Telephone Company Inc. address Excessive Use or uncharacteristic use?

The Plant Telephone Company Inc. residential service offering is a consumer product designed for personal use of the Internet. Therefore, if Plant Telephone Company Inc. in its sole but reasonable discretion determines that a customer has exceeded the Excessive Use threshold or is using the Service in a manner significantly uncharacteristic of a typical residential user, Plant Telephone Company Inc. reserves the right to (a) adjust, suspend or terminate Service accounts at any time and without notice; or (b) require the user to upgrade his service level or pay additional fees in accordance with Plant Telephone Company's then-current, applicable rates and charges for such Service; or (c) use any technology to be chosen by Plant Telephone Company Inc. at its sole discretion to slow the user's service for purposes of conserving bandwidth.

What activities may cause excessive bandwidth consumption and uncharacteristic use?

Common activities that may cause excessive bandwidth consumption in violation of this Policy include, but are not limited to, numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups, whether provided by Plant Telephone Company Inc. or a third party. Usage uncharacteristic of a residential account includes factors such as sustained high usage day and evening, consumption of data greater than 95% of other customers or numerous simultaneous connections.

What services are restricted to Residential service users?

The Service does not provide the type of security, upstream performance and total downstream throughput capability typically associated with commercial use. You may not run a server in connection with the Plant Telephone Company Inc. residential service, nor may you provide network services to others via the Plant Telephone Company Inc. residential service. Examples of prohibited uses include, but are not limited to, running servers for mail (pop3 & smtp), http, https, FTP, IRC, DHCP and multi-user interactive forums. For information about commercial Internet pricing, please see <http://www.tiftnet.com>.

IV. VIOLATION OF THIS ACCEPTABLE USE POLICY

What happens if you violate this policy?

Plant Telephone Company Inc. reserves the right to suspend without notice or terminate the Service and your Subscriber Agreement if you violate the terms of this Policy or the Subscriber Agreement.

How does Plant Telephone Company Inc. enforce this Policy?

Plant Telephone Company Inc. does not routinely monitor the activity of accounts for violation of this Policy. However, in our efforts to comply with applicable law and promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Services. If we receive notice under the Digital Millennium Copyright Act, 17 U.S.C. sec. 512, that you have allegedly infringed the intellectual property rights of a third party, we retain the right to take down or disable access to the allegedly infringing material. In complying with applicable law in this area, it is our policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. We also will take such other action as appropriate under the circumstances to preserve our rights. Although Plant Telephone Company Inc. has no obligation to monitor the Services and/or the network, Plant Telephone Company Inc. reserves the right to monitor bandwidth, usage, and content from time to time to operate the Services; to identify violations of this Policy; and/or to protect the network and Plant Telephone Company Inc. users. Plant Telephone Company Inc. prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Services are used in a way which Plant Telephone Company Inc., in its sole but reasonable discretion, believes violate this Policy, Plant Telephone Company Inc. may take any responsive actions it deems appropriate. Such actions include, but are not limited to, temporary or

permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Services. Plant Telephone Company Inc. will not have any liability for any such responsive actions. The above described actions are not Plant Telephone Company's exclusive remedies and Plant Telephone Company Inc. may take any other legal or technical action it deems appropriate. Plant Telephone Company Inc. reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Plant Telephone Company's servers and network. During an investigation, Plant Telephone Company Inc. may suspend the account or accounts involved and/or remove material which potentially violates this Policy. You hereby authorize Plant Telephone Company Inc. to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Such cooperation may include Plant Telephone Company Inc. providing the username, IP address, or other identifying information about a subscriber. Upon termination of an account, Plant Telephone Company Inc. is authorized to delete any user ID, files, programs, data and email messages associated with such account. The failure of Plant Telephone Company Inc. to enforce this Policy, 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 Policy 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. This Policy shall be exclusively governed by, and construed in accordance with, the laws of the State of Arizona.

V. MISCELLANEOUS PROVISIONS

Modems

Plant Telephone Company Inc. provides the DSL modem at no additional charge to the customer. Customers are required to use the company provided modem and may not attach any other modem to our network. Plant Telephone Company Inc. retains ownership of modems.

Communication

Plant Telephone Company Inc. may choose to communicate with you regarding these policies using a variety of methods including but not limited to email to your Plant Telephone Company Inc. email address, Facebook, or messages on your monthly bill.

Limitations of Liability

Plant Telephone Company Inc. will make reasonable efforts to provide customer with uninterrupted and error-free service. Nonetheless, there are numerous factors that could affect the Service. Temporary interruptions of the Service may occur as normal events in the provision of the Service. Plant Telephone Company Inc. reserves the right to interrupt the Service usually between the hours of 12:01 AM to 6:00 AM (MST or Local) for maintenance purposes. Also understand that Plant Telephone Company Inc. has no control over the networks, facilities or services of third parties and that delays and disruptions involving them are completely beyond Plant Telephone Company's control. As to Plant Telephone Company's own equipment and software, failure may occur without warning due to causes ranging from our own errors to malicious attack. If you have requirements that substantially exceed the average consumer's bandwidth use or if continuous Internet access is the basis of your livelihood, you should purchase an alternate, backup connection. While Plant Telephone Company Inc. employs virus and spam checking software, the speed of new virus and spam creation is such that Plant Telephone Company Inc. does not represent or warrant that traffic on its network will be virus or spam free. In light of that, your use of the Service is at your own risk and the Service is provided without warranty or guarantee of any kind either expressed or implied, including warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, Plant Telephone Company Inc., its parent company and affiliates will not be liable for any interruptions in service or failure to perform or partial performance that results in corrupted transmissions and will not be responsible for consequential damages of any sort. In any event, Plant Telephone Company's liability to you for all potential claims will not exceed the total amount of service fees paid during the preceding three months. As to consumer customers, some states do not allow the exclusion or limitation of implied warranties, so the above exclusions or limitations may not apply to you. Nothing in this Agreement gives you any interest, title or license in the user ID, electronic mail address or IP address that is used in conjunction with the Service.

VI. COPYRIGHT INFRINGEMENT

Plant Telecommunications is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. 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 Plant's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the 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 Plant believes in its sole discretion is infringing these rights. Plant may terminate the 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 the Personal Web Features by sending Plant's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Plant's receipt of a satisfactory notice of claimed infringement for these works, Plant will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal Web Features or (ii) disable access to the work(s). Plant will also notify the affected customer or user of the 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 or blocked by mistake or misidentification, then that person may send a counter notification to Plant. Upon Plant's receipt of a counter notification that satisfies the requirements of DMCA, Plant 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 Plant Telecommunications will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

VII. DESIGNATION OF AGENT TO RECEIVE NOTIFICATION OF CLAIMED INFRINGEMENT

Full Legal Name of Service Provider:	Plant Telephone Company Inc.
Alternative Name(s) of Service Provider:	Plant Telecommunications
Address of Service Provider:	P. O. Box 187 Tifton, GA 31793-0187
Agent Designated to Receive Notification of Claimed Infringement:	Danny E. Sterling
Full Address of Designated Agent to which Notification Should be Sent:	1703 U. S. Hwy. 82 W. Tifton, GA 31794
Telephone Number of Designated Agent:	(229) 382-4227
Facsimile Number of Designated Agent:	(229) 528-6888
E-Mail Address of Designated Agent:	ptc@planttel.net
Printed Name and Title:	Danny E. Sterling, President & General Manager