

# VALLEY ELECTRIC ASSOCIATION, INC.

## Corporate Policy #126

### ACCEPTABLE USE POLICY

Date: January 22, 2016

#### I. OBJECTIVE:

The Association (“VEA”) offers broadband Internet Service (the “Services”) for the purpose of improving quality of life, promoting economic development, and improving public safety and education.

The purpose of this Policy is to establish standards to govern the acceptable use of the Services in order to protect VEA and to prevent misuse of the Services.

#### II. POLICY

The VEA Board of Directors hereby adopts this Acceptable Use Policy (“AUP” or “Policy”), which applies to Internet, VoIP, and any related Services delivered by VEA or by or through its wholly owned subsidiary, Valley Communications Association, LLC, (“VCA”) or any affiliate. This Policy is designed to encourage VEA’s customers and others (“Users”) to use the Services responsibly and to enable VEA to provide Users with secure, reliable and productive Services.

##### A. Sole Responsibility of Users

Each person receiving the Services from VEA (“Customer”) is solely responsible for compliance with this AUP. Each Customer is also solely responsible for the actions of any User who accesses the Services through the Customer’s account. VEA has the right to take any measure necessary to stop or prevent violations of this AUP including, but not limited to, blocking content or discontinuing the provision of Services. VEA does not assume any responsibility, control, oversight, ownership, or other interest in the e-mail messages, websites, content or other electronic data of its Users, whether or not such electronic information is stored in, contained on or transmitted over property, equipment or facilities owned by VEA, VCA, or their affiliates. Users are and shall remain solely responsible for such electronic information.

##### B. Permitted Uses

VEA’s Fiber Optics network and the Services may be used only for lawful purposes. VEA is not responsible for the any media, Internet content, data, etc. accessible through the Services.

The following uses of the Services are prohibited:

- Violating Copyright law, including, without limitation, the Digital Millennium Copyright Act (“DMCA”);
- Engaging in or fostering any consumer fraud such as illegal gambling, “Make Money Fast” schemes, chain letters, Pyramid, or other investment schemes, or making or encouraging people to accept fraudulent offers by e-mail or other means;
- Posting or transmitting 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;
- Any other unlawful conduct;
- Any conduct that interferes with VEA’s ability to provide service to others, including the use of excessive bandwidth;
- Breaching or attempting to breach the security, the computer, the software or the data of any person or entity, including VEA, VCA, or their affiliates to circumvent the user authentication features or security of any host, network or account, to use or distribute tools designed to compromise security, or to interfere with another's use of the ISP Service through the posting or transmitting of a virus or other harmful item;
- Any act that makes available materials or content that violates or infringes on the rights or dignity of others, or that is obscene, threatening, abusive or hateful;
- Making fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive or misleading statements;
- Delivering spyware, or secretly or deceptively obtaining the personal information of others (e.g. “phishing”); and
- Any other activity, illegal or not, that VEA determines, in its sole judgement, to be harmful to its members, Customers, system, or operations.

### **C. Network Management**

VEA reserves the right in its sole discretion to enforce bandwidth or data allotments depending upon Customer’s level of usage and the level of Service(s) purchased.

It is each Customer’s responsibility to ensure the security of its network and the equipment that connects to the Services. Customers are required to take all necessary steps to secure and manage the use of the Services in such a way to assure that network abuse and/or fraudulent activity is prevented.

A Customer’s failure to secure its system against abuse or fraudulent activity is a violation of this AUP. A Customer is responsible for configuring and securing its network and the Services to prevent unauthorized access to its systems and/or the VEA network. Each Customer is also responsible for any fraudulent activity that may

occur due to a failure to secure the Customer's network and the Services. A Customer may not, through action or inaction (e.g. failure to secure its network), allow others to use its network for illegal, fraudulent or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of this AUP.

Customers are solely responsible for any content offered or received through the Services.

**D. No Resale or Sharing of Services**

Unless explicitly permitted by a service level agreement, Customers are prohibited from reselling the Services or making the Services available to third parties, other than family members, guests, or in the case of commercial accounts, invitees located on the Customer's premises for the purpose of the Customer's business.

**E. Copyright Infringement**

Under the DMCA, enacted in 1998, copyright holders are provided recourse against violations of their rights by online services or violations on the Internet. If a copyright holder believes that any material on the VEA system has infringed its copyrighted material or that VEA is the hosting service provider and should be notified of a potential copyright infringement, please follow the procedure set forth below to make a copyright infringement claim:

**Contact**

Staff Counsel

**Mail**

Valley Electric Association, Inc.

Attn: Staff Counsel

800 E. Hwy 372

Pahrump, NV 89048

**Fax**

(775) 727-6320

Attn: Staff Counsel - Copyright Claims

DMCA Complaints must be in writing and contain the following information

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit

- VEA to locate the material;
4. Information reasonably sufficient to permit VEA to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
  5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
  6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Complainants who make false claims or misrepresentations concerning copyright infringement may be liable for damages under the DMCA. VEA reserves the right to block content to or terminate use of the Services by Customers that repeatedly infringe copyrights.

If a Customer receives notification of an infringement, but believes in good faith that no infringement has occurred, the Customer may send a counter notification to VEA's designated agent at the address shown above. VEA will submit a copy of the counter notification to the complaining party and will comply with its duties under the DMCA. Under no circumstance will VEA be a party to any resulting lawsuit or other action regarding the alleged infringement.

### **III. RESPONSIBILITY**

The Board of Directors shall be responsible for the administration of this policy.