



3 Rivers Telephone Cooperative, Inc. DBA 3 Rivers Communications provides to business and consumer users several information technology related services, including Internet access, various electronic mail (e-mail) packages and services, World Wide Web website hosting arrangements, and other online and Internet-related services (collectively, the “Services”). This Acceptable Use Policy (“AUP”) sets forth specific actions that are prohibited by 3 Rivers Communications (“3RC”) and applies to all users of Services, without exception. For purposes of this AUP, the “users” consist of the Customer and any other persons with access to the Customer’s account (regardless of whether such access is permitted by 3RC and the Customer). Violations of the AUP may result in immediate suspension and/or termination of the Services.

Users will not use the Services:

- To monitor data on any network or system without the explicit authorization of the administrator of that system or network.
- To interfere with the service of any user, host or network, including deliberate attempts to overload a server, network connected device or network component.
- To send unsolicited, mass electronic mail messages to one or more recipients or systems (“spamming”). Any electronic messages, which are sent in an unsolicited manner to 10 or more recipients, or any series of unsolicited electronic messages to a single user, qualify as spamming.
- For illegal purposes or to further illegal activities, including and without limitation, uploading, downloading, posting, distributing or facilitating the distribution of any material in any chat room, message board, newsgroup or similar interactive medium that users access through the Services that:
  1. Constitutes an unauthorized reproduction of copyrighted or other protected materials, or otherwise violates copyright law;
  2. Violates U.S. export control laws;
  3. Is threatening, abusive, harassing, obscene, defamatory, libelous, deceptive, fraudulent or invasive of another’s privacy; or
  4. Encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation.
- To transmit any material or data in violation of federal, state or local law or regulation, including but not limited to any copyrighted material or data protected by trade secret.
- To probe host or networks without the explicit authorizations of the administrator of those systems.
- To breach the security of a host, network component or authentication system without the explicit permission of the administrator of those systems.
- To originate malformed data or network traffic that results in damage to, or disruption of, a service or network connected device.
- To forge data with the intent to misrepresent the origination user or source.
- To forge electronic mail headers (including any portion of the IP packet header and/or electronic mail address), or any other method used to forge, disguise, or conceal the user’s identity when using the Services (“spoofing”).
- To use another Internet user’s electronic mail service to relay electronic mail without the explicit permission from that third party (“e-mail relay”).
- To conceal, forge or otherwise falsify the user’s identity in connection with any Services, or present a false identity to 3RC when signing up for Services.
- To cross-post the same or similar message to two or more USENET newsgroups or to post messages which are off-topic to the particular newsgroup. All postings to USENET newsgroups by Customer must comply with that newsgroup’s charter and other policies.

The Customer is responsible for anyone else who uses the Customer’s Account, regardless of whether such use is permitted by 3RC and the Customer. Violations of this AUP by anyone using Customer’s account will be considered a violation by the Customer of the Services. It is therefore the responsibility of every Customer to ensure that other users of the Customer’s account understand and adhere to this policy. A violation of the AUP may result in immediate suspension or termination of the services, and civil or criminal prosecution. (See broadband Services Standard Terms and Conditions.) 3RC will assist authorities in the investigation of incidents involving such violations. 3RC reserves the right to modify the terms of this AUP at any time and from time to time. The current version of the AUP is posted on 3RC website at [www.3rivers.net](http://www.3rivers.net).

