

## **SCI Fiber**

### **A Division of South Central Indiana Rural Electric Membership Corporation**

#### **ACCEPTABLE USE POLICY**

In order to provide high quality customer service and to ensure the integrity, security, and reliability of the network of South Central Indiana Rural Electric Membership Corporation and its respective affiliates and subsidiaries providing services ("South Central Indiana Rural Electric Membership Corporation"), South Central Indiana Rural Electric Membership Corporation has adopted this Acceptable Use Policy (AUP). This AUP is in addition to any restrictions contained in the South Central Indiana Rural Electric Membership Corporation's Terms and Conditions and any other contractual agreements between you, the customer, and South Central Indiana Rural Electric Membership Corporation related to the Services (defined below).

#### **I. INTRODUCTION**

In this AUP, "Service(s)" refers to any internet related service provided by South Central Indiana Rural Electric Membership Corporation or its affiliates including but not limited to dial-up, High Speed Internet Access, Dedicated Internet access, Managed Service, web hosting, data center hosting, Enterprise hosting, or Unified Messaging.

BY USING THE SERVICES, YOU AGREE TO ABIDE BY, AND REQUIRE EACH USER OF THE SERVICES YOU RECEIVE TO ABIDE BY, THE TERMS OF THIS AUP AND THE ASSOCIATED TERMS AND CONDITIONS. ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS MUST IMMEDIATELY CEASE USE OF THE SERVICES.

This AUP may be revised by South Central Indiana Rural Electric Membership Corporation at any time by posting on its website. Revised versions of this AUP are effective immediately upon posting, and your continued use of the Services constitutes acceptance of the AUP as it may be amended.

## **II. VIOLATION OF THIS ACCEPTABLE USE POLICY**

South Central Indiana Rural Electric Membership reserves the right to investigate violations of this AUP, including the gathering of information from the customer or other Users involved and the complaining party, if any, and the examination of material on South Central Indiana Rural Electric Membership's servers and network. South Central Indiana Rural Electric Membership may advise Users of AUP violations and any necessary corrective action but, if South Central Indiana Rural Electric Membership, in its sole discretion, determines that a User has violated the AUP, South Central Indiana Rural Electric Membership may take any responsive action that is deemed appropriate without prior notification. Such action includes but is not limited to: temporary suspension of service, reduction of service resources, and termination of service. South Central Indiana Rural Electric Membership is not liable for any such responsive action and these actions are not exclusive. South Central Indiana Rural Electric Membership may take any other legal or technical action it deems appropriate.

South Central Indiana Rural Electric Membership Corporation (i) may refer potential violations of laws to the proper authorities, (ii) may cooperate in the investigation of any suspected criminal or civil wrong, and (iii) will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake. South Central Indiana Rural Electric Membership Corporation assumes no obligation to inform you that your information has been provided to law enforcement authorities and, in some cases, may be prohibited by law from providing such notice. South Central Indiana Rural Electric Membership Corporation shall not be liable for any damages of any nature suffered by you or any other customer, user, or third party resulting in whole or in part from South Central Indiana Rural Electric Membership Corporation's exercise of its rights under this AUP. The failure by South Central Indiana Rural Electric Membership Corporation to enforce any provision of this AUP at any given point in time shall not be construed as a waiver of any right to do so at any future time thereafter.

## **III. GENERAL USE POLICY**

You are responsible for complying with the AUP. You are also responsible for the actions of others who may be using the Services under your account. You must respond in a timely manner to

complaints concerning the Services. If South Central Indiana Rural Electric Membership Corporation is alerted to or otherwise becomes aware of violations or potential violations of this AUP, South Central Indiana Rural Electric Membership Corporation will take whatever measures it deems necessary and appropriate to stop or prevent those violations. You will not resell the Service or otherwise making the Service available to third parties (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by your Business Services Agreement, if any. For residential accounts, you agree that you will not make the Services available to anyone other than your family and household guests. For business accounts, except as provided in an applicable Business Services Agreement, you agree that you will not make the Services available to anyone other than guests of your business and your business' authorized employees and contractors.

#### **IV. PROHIBITED ACTIVITIES**

Any activity or use of the Service which violates system or network security or integrity are prohibited and may result in criminal and civil liability. Such violations include, without limitation, the following, but exclude those activities permitted by your Business Services Agreement, if applicable:

1. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without express authorization of the owner of the system or network.
2. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network;
3. Interference with internet service to any user, host, or network, including but not limited to: mail bombing, flooding, or denial of service attacks.
4. Forging the header of any transmitted information packet, email, or Usenet posting;
5. Modifying or tampering with any hardware, software, or configuration provided by South Central Indiana Rural Electric Membership Corporation including but not limited to: routers, switches, and cable router configuration files.

6. Reselling or otherwise redistributing the Services.
7. Disrupting, degrading or otherwise adversely affecting South Central Indiana Rural Electric Membership Corporation's network or computer equipment owned by South Central Indiana Rural Electric Membership Corporation or other South Central Indiana Rural Electric Membership Corporation subscribers.
8. Transmit unsolicited bulk or commercial messages, commonly known as "spam."
9. Assuming or assigning a South Central Indiana Rural Electric Membership Corporation IP address that was not allocated to the customer by South Central Indiana Rural Electric Membership Corporation or its network.
10. Either of the following activities by a customer using dedicated machines (also known as "machines" or "dedicated servers") or virtual dedicated servers (also known as "VDS," "VPS," "virtual machines," and/or "virtual servers"): (i) running a tunnel or proxy to a server at another host or (ii) hosting, storing, proxy, or use of a network testing utility or denial of service (DoS/DDoS) tool in any capacity.
11. Distributing in any way information, software or other material obtained through the service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner.
12. IP address translation or similar facilities intended to provide additional access.
13. Using the Services to deliver spyware, or secretly or deceptively obtain the personal information of third parties (*e.g.*, phishing).
14. Intentionally spreading computer viruses.
15. Gaining unauthorized access to private networks.
16. Engaging in the transmission of pirated software.
17. Unauthorized downloading, distribution or streaming of copyrighted material.
18. Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP accessed through the Services.
19. Threatening, harassing, abusing, or intimidating others.

20. Making fraudulent offers of products, items or services; or
21. Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of South Central Indiana Rural Electric Membership Corporation.
22. Failure to adhere to any relevant and applicable rules, guidelines, or agreements governing the use of search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, social networking sites or other services.

## **V. NO ILLEGAL OR FRAUDULENT USE**

The Services may be used only for lawful purposes. You will not use or allow others to use the Services in any manner that is in violation of any applicable federal, state, local or international laws or regulations or to promote, engage in, or enable illegal activity or conduct that violates or infringes upon the rights of any person. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene, illegal, defamatory, constitutes an illegal threat, or violates export control laws. Furthermore, use of the Services to impersonate a person or entity is not permitted.

## **VI. NETWORK MANAGEMENT**

As permitted by law, South Central Indiana Rural Electric Membership Corporation may establish appropriate limitations on bandwidth, data storage, or other aspects of the Services by amending this AUP. Subscribers must comply with all such limitations prescribed by South Central Indiana Rural Electric Membership Corporation.

## **VII. NETWORK SECURITY**

It is your responsibility to ensure the security of your network, information, identity, and the equipment and devices that connect to the Services. You 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. Violations of system or network security may result in criminal and/or civil liability.

Failing to take actions to secure your system against abuse or fraudulent activity is a violation of this AUP. You are responsible for taking actions to configure and secure your network and the Services to prevent unauthorized access to your systems and/or the South Central Indiana Rural Electric Membership Corporation's network. You are also responsible for any fraudulent activity that may occur due to your failure to secure your network and the Services. You will be responsible if third parties utilize the Services at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior or engaging in any type of fraudulent conduct. You may not, through action or inaction (e.g. failure to secure your network), allow others to use your network for illegal, fraudulent or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines.

You must take appropriate action to prevent your systems from becoming infected with and/or distributing computer viruses such as but not limited to worms, "Trojan horses," denial of service attacks, and bots. South Central Indiana Rural Electric Membership Corporation will take appropriate action, in its sole discretion, against users infected with computer viruses or worms to prevent further spread.

### ***Responsibility for Content***

You are responsible for any content you offer or receive through the Services.

### ***Password Security***

If applicable, your password provides access to your individual account. It is your responsibility to keep your password secure. You are responsible for any and all access to or use of the Services through your account. Attempting to obtain another user's account password is prohibited.

### ***Web Hosting and Data Center Hosting Surveillance***

South Central Indiana Rural Electric Membership Corporation performs routine surveillance of its networks in connection with its web hosting, data center hosting, and related services. Although

South Central Indiana Rural Electric Membership Corporation will not, as an ordinary practice, proactively monitor your activities for violations of this AUP, there may be instances in which South Central Indiana Rural Electric Membership Corporation, through such surveillance, finds violations of this AUP and reserves the right to take whatever action it deems appropriate in its sole discretion.

## **VIII. CONTACT INFORMATION**

### ***Contact for Reporting Abuse***

Any party seeking to report a violation of this AUP may contact us via e-mail at

[abuse@scifiber.coop](mailto:abuse@scifiber.coop).

### ***Contact for Copyright Infringement***

South Central Indiana Rural Electric Membership Corporation complies with the Online Copyright Infringement Liability Limitation Act of 1998, 17 U.S.C § 512 (the "Act"). As required by the Act, we have a policy that reserves our right to terminate services to subscribers who repeatedly infringe copyrights. If we receive a determination that any subscriber or account holder has infringed another's copyright through the use of our system or network, we reserve the right to terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber. South Central Indiana Rural Electric Membership Corporation accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

South Central Indiana Rural Electric Membership Corporation  
Email: [copyright@scifiber.coop](mailto:copyright@scifiber.coop)