

THE COMMUNITY AGENCY (TCA) INTERNET SERVICE
ACCEPTABLE USE POLICY (AUP)

Welcome to your Municipally Owned Internet Service.
WE HOPE YOU ENJOY IT.

IF YOU EXPERIENCE ANY PROBLEMS, CALL 712-930-5593 BETWEEN THE HOURS OF 8AM TO 10PM, MONDAY-FRIDAY. AFTER HOURS, LEAVE A MESSAGE AND A **TCA** TECHNICIAN WILL GET BACK TO YOU. IF THIS IS NOT AN EMERGENCY, YOU MAY EMAIL US AT tca@tcaexpress.net AND WE WILL GET BACK TO YOU AS SOON AS POSSIBLE.

PAYMENTS

FOR YOUR CONVENIENCE, PAYMENTS CAN BE PAID AT YOUR LOCAL CITY OFFICE OR THE TCA OFFICE LOCATED IN SANBORN. TCA AND ALL OF THE CITY OFFICES HAVE DROP BOXES FOR AFTER HOURS PAYMENTS. AUTO BANK DEDUCT IS ALSO AVAILABLE AS AN OPTION TO YOU.

THANK YOU FOR CHOOSING YOUR MUNICIPAL TELECOMMUNICATIONS SYSTEM.

ACCEPTABLE USE POLICY

All TCA Internet Customers should read this document!
Even if you don't read it, you are still responsible for the policy written here!

Important Note: The Community Agency (TCA), may revise this Acceptable Use Policy from time to time without notice by editing the information on this page. Accordingly, users of the Cable One 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.

Introduction

TCA's internet service allows subscribers to connect to the Internet through a high-speed Internet access connection. The service uses 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. ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE TCA CUSTOMER SERVICE DEPARTMENT SO THAT THE USER'S ACCOUNT MAY BE CLOSED.

The TCA Internet Service Acceptable Use Policy has been formulated with the following goals in mind:

- Ensure security, reliability and privacy of TCA's internet systems and network, and the networks and systems of others
- Avoid situations that may cause TCA to incur civil liability
- Maintain the image and reputation of TCA as a responsible provider
- Preserve the value of internet resources as a conduit for free expression
- Encourage the responsible use of internet resources, discouraging practices which degrade the usability of network resources and thus the value of internet services
- Preserve the privacy and security of individual users

Statement of Responsibility

- If a wireless network is established in the account holder's premise, it must be maintained with proper network password security enabled. This will also help to secure the account holder's own information. The account holder is responsible for any and all activity that transpires across the network. Therefore it is imperative to have a secured network with strong passwords.
- Sites directly attached to the TCA's internet backbone are expected to adhere to the TCA's Acceptable Use Policies. The individual who signed the contract is responsible for educating site users on acceptable use policies. Violations of the AUP by directly attached sites will be referred to the contract signer for resolution. The contract signer will be held responsible for any violations of the AUP.
- TCA enforces these policies with respect to TCA internet customers only. We are not responsible for abusive actions which originate from other sites or networks on the internet.
- 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 of the prohibited uses and activities. Strong secure passwords aid in this security.

General Conduct

- Customers are prohibited from transmitting on or through any of TCA's internet services, any material that is, in TCA's sole discretion, unlawful, obscene, threatening, abusive, libelous, hateful, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law.
- TCA's services may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, from uploading, posting, publishing, transmitting, reproducing, or in any other way infringing on copyrights, trademarks, trade secrets, or any other statute. TCA reserves the right to remove such illegal material from its servers.
- New customers signing up for TCA internet must be 18 years or older in order to start an account.
- The customer is responsible for keeping his billing data with TCA up-to-date and accurate. Furnishing false data on the signup form or contract, including fraudulent use of credit card number, is grounds for immediate termination, and may subject the offender to civil or criminal liability.
- TCA reserves the right to disconnect service due to nonpayment of bill or insufficient funds.
- The resale of TCA's internet products and services is not permitted, unless specifically permitted and documented in a written agreement.

System and Network Security

- 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 ("cracking"). 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 (such as running a SATAN scan or similar tool).

- 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;
- Customers may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to, "flooding" of networks, deliberate attempts to overload a service, and attempts to "crash" a host.
- Customers may not use any kind of program/script/command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.
- Users who violate systems or network security may incur criminal or civil liability. TCA will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.

Email & Usenet

- Harassment, whether through language, frequency, or size of messages, is prohibited.
- Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the customer must not send that person any further email.
- Customers are explicitly prohibited from sending unsolicited bulk mail messages ("junk mail" or "Spam"). This includes, but is not limited to; bulk mailing of commercial advertising, informational announcements, and political tracts, such material may only be sent to those who have explicitly requested it. This includes email and Usenet news group. If this policy is violated in any way, a penalty fee of \$100 will be invoiced to the customer, in addition to the regular, recurring fee for account(s) that is assigned to the customer(s). Customer is responsible for payment of that fee, and understands that payment shall be in accordance with TCA's internet current billing terms. In addition to the penalty fee, customer's account will be immediately terminated.
- Collect responses from unsolicited bulk messages.
- Customers may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings.
- Malicious email, including but not limited to "mail bombing" (flooding a user or site with very large or numerous pieces of email), is prohibited.
- Post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be indecent, pornographic, harassing, threatening, hateful, or intimidating.
- 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").
- Participate in the collection 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
- Transmit unsolicited bulk or commercial messages commonly known as "spam".
- Collect responses from unsolicited bulk messages.
- TCA's internet accounts or services may not be used to collect replies to messages sent from another Internet Service Provider, where those messages violate this Acceptable Use Policy or the Acceptable Use Policy of that other provider.

- These rules also apply to Usenet.

IRC (Internet Relay Chat)

TCA is not liable for any communications made on IRC.

Billing

You have contracted to have TCA internet service. The term of your service commitment begins after your service is activated.

- The billing period begins after the account is created.
- You are responsible for the account as long as it is active, whether or not it is being used.
- All charges are billed and payable in advance. The period you are billed for is shown on your billing statement.
- Your billing statement should arrive shortly after the 24th of each month, and is due and payable upon receipt, but not later than the 15th of the following month.
- Bills should be returned in the envelope that is provided to the address listed on the statement.
- We do require a notice when canceling service either in writing or by phone (not voice mail or email, please).

Late Fee Policy

- Charges for services are due and payable upon receipt.
- A late payment charge of 1.5% (18% per annum) will be applied to any balance that is not received by the 15th of the month.
- If your account remains delinquent you will be disconnected.
- To have your service reconnected you will have to pay a reconnect charge of \$10 in addition to the account balance, and the next months service fees. This late fee policy protects our current paying subscribers who otherwise would be subsidizing increased costs caused by late paying customers.

Web/FTP Sites

- Distribution of pornographic, indecent, or any offensive materials are prohibited when using TCA Express Internet's web/ftp space.
- Distribution of restricted software or materials in violation of copyrights or distribution licenses is prohibited.
- Distribution of materials, which violate any local, state, or federal statutes, is also prohibited.

TCA reserves the right to restrict or terminate service without refund in the event of an AUP violation. TCA also reserves the right to take action on abuse that is not specifically named in this AUP at the sole discretion of TCA. Use of TCA's internet systems and network constitutes understanding and agreement of this policy. You can view updates to this AUP at <http://www.tcaexpress.net>

Thank you for using TCA Internet and we hope you enjoy the Wonders, Entertainment, and Information that you can receive from World Wide Web!