



229 Highway 51 PO Box 715
Postville, IA 52162-0715

800-864-1611
www.acskyways.com

ACCEPTABLE USE POLICY

1. Introduction

It is Allamakee-Clayton Electric Cooperative, Skyways Division ("ACSkyways") intent to provide our customers with the highest quality Services available, while adhering to Internet use policies established by the Internet Community and State and Federal Laws.

To accomplish this objective, we have adopted this Acceptable Use Policy ("AUP"). This AUP governs the use of the Internet Products and Services ("Services") provided by ACSkyways. The account owner ("Customer") is defined as who enrolled for the account during the initial installation. The Customer is solely responsible for the service and to ensure this AUP is honored.

The provisions of this AUP are not meant to be exhaustive. Generally, any conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this AUP, is prohibited.

This AUP may be revised by ACSkyways at any time by posting on our website at <http://acskyways.com>. By using any Service, Customer agrees to abide by and be bound by the terms and conditions of this AUP and recognizes that the online AUP will supersede all previous versions of the document.

2. Violation of this Acceptable Use Policy

If the Services are used in a way that violates this policy or service agreement, ACSkyways may take any responsive, appropriate actions, ranging from a warning to a suspension or termination of Services. ACSkyways may but is under no obligation to provide Customer with advance notice in writing of an AUP violation. ACSkyways may refer potential violations of law to the proper authorities, may cooperate in the investigation of a suspected criminal or civil wrong, and will cooperate with authorities when required to do so by law. Neither ACSkyways nor its affiliates, suppliers, or employees will have any liability for any of these responsive actions. These actions are not ACSkyway's exclusive remedies and ACSkyways may take any other legal or technical action it deems appropriate.

3. Customer Conduct

It is the Customer's responsibility to ensure the security of their network and the equipment that connects to the Services. Customer is 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 fraudulent activity is prevented.

It is the Customer's responsibility to implement appropriate measures to secure their systems, including installation of firewalls, antivirus protection with regular updates, applying security patches for operating systems and software, and general security use of the Service. Customers must take appropriate action to prevent their systems from becoming infected with and/or distributing computer viruses.

Services are available for individual Customer use only and not for resale. Customers may not resell, share, or otherwise distribute Services or any portion thereof to any third party without written authorization of ACSkyways. Customers must respond in a timely manner to complaints concerning the Services by ACSkyways.



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4. Prohibited Uses and Activities

Customer agrees to not use ACSkyways Services to do any of the following:

- abuse of use of electronic mail to transmit unsolicited bulk or commercial messages (ie spam messages).
- using the services for any activity which adversely affects the ability of other people or systems to use services, including Denial of Service (DoS) attacks, virus uploading and distribution, and hacking (intentional unauthorized access into a service or system without express authorization).
- engage in unauthorized port scanning.
- upload, post, publish, transmit, reproduce, create derivative works of, distribute, or engage in any activity that infringes upon, or assists others in infringing upon, the intellectual property rights (including rights granted by US copyright law) of any person or entity, including ACSkyways.
- participate in the collection of personal information, responses from unsolicited messages or other identifiers of others (without their prior consent).
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, falsify, alter or remove any packet or message header (or any part thereof), including references to ACSkyways, list a ACSkyways IP address in any unsolicited bulk email message, or perform any other similar fraudulent activity.
- connect ACSkyways equipment to any computer or network device outside of your premises.
- damage the name or reputation of ACSkyways, its affiliates, or subsidiaries.
- use any name or mark of ACSkyways, its affiliates, or subsidiaries in any manner not expressly authorized in writing by ACSkyways.
- upload streaming content (including pirate software, music and video content) for resale, which would infringe on copyrights.
- engage in wireless backhaul Services unless you are expressly permitted to do so through the terms of your ACSkyways agreement.

If ACSkyways is alerted to or otherwise become aware of violations or potential violations of this AUP, ACSkyways will take whatever measure it deems necessary and appropriate to stop or prevent these violations.

5. Network Management

ACSkyways will not unreasonably discriminate in the transmission of lawful network traffic and will not block access to lawful content or websites, applications, services, or non-harmful devices.

As permitted by law, ACSkyways may establish appropriate limitations on bandwidth, data storage, or other aspects of the service by amending this AUP.

ACSkyways does not normally monitor the traffic of its customers and does not protect customer traffic from spam, viruses, denial of service attacks, or other malicious activities. ACSkyways will take appropriate action to protect its networks against users infected with computer viruses, malware, ransomware, or worms, as decided by ACSkyways.

ACSkyways and its authorized suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and other network management tools from time to time to operate the Services, to comply with laws, regulations or governmental or legal process, orders or requests, to identify violations of this AUP, or to protect the network, the Services and ACSkyways customers.



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6. Contact Information

Any Customer who believes there is a violation of this AUP, send this information to:

Allamakee-Clayton Electric Cooperative
Attention: ACSkyways Department
229 Highway 51
Postville, IA 52162
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