

## **NEW HOPE'S BROADBAND INTERNET ACCESS SERVICE DISCLOSURES**

Pursuant to the terms and conditions of New Hope's Service Application, Price List, Fair Access Policy and Acceptable Use Policy, New Hope provides telecommunications, information and other services to its customers through New Hope Telephone Cooperative Long Distance, Inc. d/b/a ICE Media Group and New Hope Telephone Cooperative, Inc., and those of its subsidiaries, affiliates and any other person or entity doing business as New Hope. New Hope offers Digital Subscriber Line (DSL), DS1 and Fiber services for Internet access via its own network facilities.

### **I. Network Management Practices**

#### ***Congestion Management***

In order to offer consumers affordable broadband service, all broadband providers make their services available over "shared" rather than "dedicated" networks. While shared networks typically cost less to build and operate, they are also more prone to congestion. Some consumer broadband services, like cable modem and mobile wireless service, are shared all the way from the consumer to the Internet, while other services, like DSL, are only partially shared because they offer a dedicated link over the "last mile" to the consumer. With any shared network, some limitations on the uses individual subscribers make of their service are inherently necessary to ensure that all customers collectively receive an acceptable level of service. Absent such limitations, excessive or inappropriate usage by a minority of users can negatively affect the Internet experience of all users.

New Hope's telephone network is designed to provide its customers with highly reliable Internet access and data transmission services via copper or coaxial cable that is monitored around the clock. In addition, New Hope is building an advanced broadband network that will eventually provide every cooperative member with a high-speed fiber-to-the-home connection capable of delivering voice, data, video and other high-bandwidth services. New Hope uses various tools and techniques to manage its network and deliver its services. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content and (iii) using other tools and techniques that New Hope may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

Where a service account, service or feature descriptions specify bandwidth, disk utilization, simultaneous connections and/or aggregate data download or upload, use in excess of those limits (bytes/bits transferred) is not permitted without an appropriate change in account type or status, and additional charges may incur for such usage. In the event New Hope determines that an account is exceeding the relevant bandwidth, disk utilization, aggregate data download/upload limits, simultaneous connections or reasonable session times for high-speed broadband accounts, the customer will generally be notified by e-mail. However, if excessive bandwidth, disk space utilization, simultaneous connections or aggregate data download or upload length is determined to adversely affect New Hope's ability to provide service, immediate action may be taken.

The account owner may be notified as soon as practicable thereafter. If excess use continues after such notification, the account owner may be requested to upgrade the type of account or modify the activity creating the excess use. Failure to make the requested modifications may result in the account being terminated.

### ***Specific Applications / Device Attachments***

New Hope does not currently have any limitations on or requirements for specific applications or device attachments requiring disclosure.

### ***Security Measures***

New Hope regularly monitors the technical performance of its network to provide a secure, high-quality broadband experience, and it will act to minimize the impact of threats to the security of the network – including threats posed by viruses, worms, spyware and spam – that could lead to congestion and degraded performance. None of the security measures intended to prevent the spread of viruses, malware, spam or other threats to consumers will prevent you from running a mail server or web server using the broadband connection; however, New Hope is not required to disclose internal network security measures, such as routing security practices, that do not directly bear on a consumer's choices regarding Internet access or services.

You are solely responsible for the security of any device you choose to connect when using New Hope's services, including any data stored on that device. You assume any and all risks relating to the security of your communications, data and network and its potential access by others, including, but not limited to, the transmission of any computer virus or similar software which alters, disables or destroys, in whole or in part, the hardware, communications, data and/or network. You must take reasonable measures to protect the security of any such connected equipment, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computers from malicious programs. In the event of a malicious program infecting your computer that causes a violation of New Hope's Acceptable Use Policy, as found at [www.nhtc.coop/your-cooperative/important-documents](http://www.nhtc.coop/your-cooperative/important-documents), New Hope may suspend your service until the problem is resolved; however, you will remain fully liable for all applicable monthly fees and charges during any period of suspension.

## **II. Service Descriptions and Performance Characteristics**

One of the challenges associated with providing broadband Internet access is the fact that the end-to-end Internet throughput that customers experience – that is, the average rate of successful message delivery over the service connection, usually measured in bits per second (bit/s or bps), and sometimes in data packets per second or data packets per time slot – is largely outside the control of individual broadband providers like New Hope. A myriad of factors ranging from the capacity of content providers' servers and connections, to the performance of a user's own computer can affect throughput. As a result, no provider can guarantee the end-to-end throughput speed across the Internet that a consumer will receive. Thus, when New Hope offers service at a given speed, we are referring to the speed capability we provide to a customer's home, rather than the speed at which the customer's computer exchanges packets with other Internet end points. New Hope provides broadband service in discrete, non-overlapping speed tiers. New Hope will strive to provide service within the

speed tier that you purchased; if we find that we are not providing service within the ordered speed tier, New Hope will take action either to bring the service within the ordered tier or give you an option to move to a different tier. Your personal computer(s) or other premises equipment connected must meet the following minimum requirements in order to utilize the service:

Vista  
1 Gig RAM  
2 Gig Hard drive

**New Hope Digital Subscriber Line (DSL) service** provides digital data transmission over telephone wires, enabling simultaneous use of the telephone and data. It may be ordered separately or bundled with other telecommunications services, at a discounted rate. New Hope offers the following DSL services, where available:

256k – Unlimited access to the Internet, with download speeds of up to 256 Kb and upload speeds of up to 126 Kb; includes up to 5 e-mail accounts  
6 Meg – Unlimited access to the Internet, with download speeds of up to 6 Megabytes per second (MB) and upload speeds of up to 512 Kilobytes per second (Kb); includes up to 5 e-mail accounts  
Allow 1 to 2 business days for DSL service to be activated.

**New Hope Digital Fiber Broadband service** provides data transmission over fiber optics. It may be ordered separately or bundled with other telecommunications services, at a discounted rate. New Hope offers the following Fiber Broadband services, where available:

15 Meg (Fiber only) - Unlimited access to the Internet, with download speeds of up to 15 MB and upload speeds of up to 15 MB; includes up to 5 e-mail accounts (this service is not available in all areas)  
20 Meg (Fiber only) - Unlimited access to the Internet, with download speeds of up to 20 MB and upload speeds of up to 20 MB; includes up to 5 e-mail accounts (this service is not available in all areas)  
30 Meg (Fiber only) - Unlimited access to the Internet, with download speeds of up to 30 MB and upload speeds of up to 30 MB; up to 5 e-mail accounts (this service is not available in all areas)  
50 Meg (Fiber only) - Unlimited access to the Internet, with download speeds of up to 50 MB and upload speeds of up to 50 MB; up to 5 e-mail accounts (this service is not available in all areas)  
Connection time for all Fiber Internet services is dependent on customer availability.  
Allow 1 to 2 business days for Fiber Broadband service to be activated.

The New Hope system is engineered to help offset the impact of latency, which is the delay caused by sending signals from a customer's PC to the Internet. However, there is a delay of about 10 to 16 ms (millionths of a second). For most applications, this latency does not affect performance; however, there are some applications like voice over Internet protocol (telephone service delivered over the Internet, also known as VoIP), or real-time interactive gaming, where latency will have a noticeable effect on performance over the New Hope network, as it would on any broadband service.

**Ethernet Transport Service (ETS)** a packet switched based service used to transport information at high speeds from one destination to another. Please call for speeds and pricing.

**III. Commercial Terms**

***Base Pricing (additional packages including these basic services may be offered; additional charges may apply)***

- 256k - \$29.95 per month
- 6 Meg - \$50 per month when bundled; \$55 a la carte
- 15 Meg - \$50 per month when bundled; \$55 a la carte
- 20 Meg - \$60 per month when bundled; \$65 a la carte
- 30 Meg - \$70 per month when bundled; \$75 a la carte
- 50 Meg - \$80 per month when bundled; \$85 a la carte

You may elect to purchase a standard DSL modem from New Hope for \$50.00 or provide a modem purchased elsewhere. Modems purchased from New Hope are covered by NHTC's Inside Wire Maintenance Plan, therefore New Hope will replace a defective modem at no cost to you.

DS1 Local Channel, each DS1 with COTT:

	Nonrecurring Charge	Month to Month (per month)	12 Months (per month)	24 Months (per month)	36 Months (per month)
Each DS1	\$300.00	\$335.00	\$279.00	\$261.00	\$244.00

Digital Data Channel Services:

Kbps	Nonrecurring Charge		Monthly Charges		
	First	Add'l	Month to Month	12 Months	24 Months
2.4	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
4.8	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
9.6	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
19.2	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
56.0	\$459.00	\$311.00	\$105.00	\$93.00	\$86.00
64.0	\$459.00	\$351.00	\$105.00	\$93.00	\$86.00

### ***Cancellation or Termination Fees***

You may you cancel your order for New Hope services before the first of the ordered services is installed, without charge. Service will be considered installed when such service is activated and ready for use, regardless of whether you are actually using such service or have connected it to any equipment inside your premises. If you cancel your order after installation, you will be responsible for all installation and connection charges, any billed or accrued, but unpaid, service charges through the date of cancellation (including for service paid in advance), any charges for damaged or unreturned equipment and any termination fees. Any termination notice may be by telephone with CPNI confirmation or in person during normal business hours. Termination of service after installation shall be effective upon five business days' notice.

If New Hope terminates your access account as a result of any violation of the terms and conditions of New Hope's customer service agreement, you forfeit any right to a refund of any prepaid account charges, as liquidated damages, and not as a penalty for such violation. New Hope is under no obligation to forward any email for an account cancelled due to a violation. New Hope reserves the right to refuse the application or reapplication of anyone whose account has been cancelled for a violation, or anyone whom New Hope suspects is acting on behalf of someone whose account has been cancelled for a violation. New Hope reserves the right to cancel or suspend all other accounts belonging to you if one of your accounts was cancelled as a result of any such violation.

Should the service, or any portion, be terminated or suspended, all amounts owed for prior service will become immediately due and payable, in addition to any termination fees imposed by New Hope. New Hope retains sole discretion as to whether to allow service to be reconnected after termination due to a breach or violation of the customer service agreement.

Customers will not, however, be responsible for any termination fees in the event of cancellation of service by New Hope unrelated to a breach or cancellation of the service agreement on the customer's part or the customer's termination of service due to a price or term modification that has the effect of increasing the cost of the service to the customer (other than a tax increase) or materially changing the service. The customer remains liable for all other accrued, but unbilled charges through the termination date (including any charges paid in advance) and the reasonable costs of any action New Hope may take to collect amounts not paid when due, including, but not limited to, the costs of a collection agency, reasonable attorney's fees and court costs.

### ***Privacy Policies***

Internet systems use public access facilities to transmit voice and data communications, and the privacy of such transmitted materials cannot be guaranteed. In particular, electronic mail passes through multiple mail servers on the Internet as it passes from source to destination, and Internet systems may carry material which may be considered abusive, profane or sexually offensive. The Internet also provides access to individuals and organizations that are not New Hope Members. New Hope does not have the capability to monitor, review, or restrict any content made available by third parties on the Internet, to edit or remove any content that is not on New Hope's own servers, nor to monitor all communications between parties. New Hope is not liable to

its customers for any claims, loss, damages or cost that may result from lack of privacy on the system or from the content of such transmitted material.

New Hope does not control, pre-screen or censor content placed on New Hope's computer servers or the subscriber's use of or the content of the World Wide Web or of any newsgroups or other communications passing through its systems. Moreover, NHTC does not have the practical ability to monitor, review, or restrict access to content on New Hope's servers prior to its transmission or to monitor all communications between parties. New Hope believes such choices should generally be left to the individual customer. Software tools are available to screen a customer account's access to newsgroups and websites that might be considered offensive. It is the customer's responsibility to make use of such tools, if desired. The customer is responsible for and bears all risk associated with the accuracy, completeness, reliability or usefulness of any content available on or through the service and for all customer communications on the service.

Newsgroup postings and other e-mail messages sent via the service and the Internet are communications between the senders and consenting receivers thereof, and New Hope has neither the authority nor the responsibility to regulate their content. The views and comments expressed by the senders of such postings or messages are solely those of their authors and do not reflect any review, approval or endorsement by New Hope. New Hope will, however, attempt to assist customers who continually receive e-mail they deem to be objectionable and/or unsolicited e-mail and notify it of the problem. If you receive communications via the Internet or the service that appear threatening or abusive, you should first contact the appropriate criminal or civil authorities with a complaint. New Hope can only research alleged threatening or abusive communications complaints that are received from the appropriate authorities.

Likewise, New Hope does not routinely monitor the activity of individual service accounts for violations of its usage policies or agreements, except when determining aggregate bandwidth consumption or when examining mail on New Hope's own mail servers when allowed under law or as part of system maintenance or troubleshooting – i.e., when investigating e-mail delivery problems or pursuant to a valid state or federal civil or investigative demand. However, New Hope will respond appropriately if it becomes aware of inappropriate use of its services.

New Hope and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the service, identify violators and/or protect the network, the services and New Hope's users, although they have no legal obligation to do so. New Hope prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action or to resolve their differences with other customers without its intervention. However, if the services are used in a way that New Hope or its suppliers, in their sole discretion, believe violate its customer agreements, New Hope or its suppliers may, without liability, take any responsive actions they deem appropriate under the circumstances, with or without notice to the customer, including, but not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the service. These actions are not exclusive remedies, and New Hope may take any

other legal or technical actions it deems appropriate, with or without prior notice to the customer.

### ***Service Limitations***

The Internet is an international computer network. The Internet is not owned, operated, or managed by, or in any way affiliated with New Hope or any of New Hope's affiliates. The service provides you access to information, communications, software, photos, video, graphics, music, sounds, services and other material located both on New Hope's computer servers and on the Internet. New Hope cannot and does not guarantee that the service will provide Internet access that is sufficient to meet your needs. Use of the service and the Internet is solely at the customer's own risk and is subject to all applicable local, state, national and international laws and regulations.

Further, New Hope's services are subject to transmission limitations caused by atmospheric, topographical and any other like conditions. Additionally, services may be temporarily refused, limited, interrupted or curtailed due to government, regulations or orders, system capacity limitations, limitations imposed by an underlying communications carrier, or because of equipment modifications, upgrades, repairs or reallocations or other similar activities necessary or proper for the operation or improvement of New Hope's Internet system. New Hope shall in no event be liable for such service or equipment interruptions or delays in transmission, errors or defects in service or equipment when caused by acts of God, fire, war, riots, government authorities, default of supplier or other causes beyond its or any underlying communications carrier's control.

New Hope Internet offers to its customers 15 MB of e-mail server space and 15 MB of FTP server space. It is the customer's responsibility to delete enough old email or web content or other files to come back to within the disk storage limit. Failure to do so could render your account unusable for sending or receiving mail or performing other tasks.

Unless otherwise authorized by New Hope, you may not permit more than one high-speed Internet log-on session to be active at one time. A log-on session represents an active connection to your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment or office complex) to your modem and/or router to access the service (including the establishment of a "WiFi" hotspot), but the service may only be used at (depending on the class of service ordered) the single home, office or commercial location (e.g., restaurant or coffee shop) or single unit within a multiple dwelling unit for which service is provisioned by New Hope, unless otherwise authorized by the company. You may not use a WiFi hotspot in violation of the terms of your use agreements or in a way that circumvents New Hope's ability to provide service to another customer (e.g., you cannot use a WiFi hotspot to provide service outside your single home or commercial location or outside your single unit within a multiple dwelling unit, and you cannot resell service provided over a WiFi hotspot unless approved by New Hope in writing).

You may not use more than one IP address for each log on session unless an

advanced service allocating you more than one IP address has been purchased. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions applicable to the service, and not for any malicious purposes. You may not use the service for resale or license of any nature whatsoever without New Hope's prior consent, which may be given or withheld in its sole discretion.

Excessive concurrent processes or processes which continue after logging off are prohibited. New Hope's server automatically ends long idle calls, and during peak times, you can expect minimum allowed idle time of at least thirty minutes. New Hope also provides spam filtering services at no additional cost to the customer; however, spam filtering is never perfect, and some spam will slip through regardless of the filters in place. The free spam filter blocks approximately 90% of the spam sent through New Hope's mail servers. New Hope makes no representation or warranty that the use of its services will be spam-free or substantially spam-free. New Hope's efforts to reduce the receipt of spam are on a best-efforts basis. Additional Server-Level content filtering is available from New Hope for a cost of \$5.00 per month.

New Hope may make Personal Webpages available as an optional feature of its service. Use of the Personal Webpage service is limited to one File Transfer Protocol ("FTP") Personal Webpage site per customer. The FTP account will include up to 15 MB of server space. Server side executable programs are not permitted, customers may not share their passwords and New Hope's name and trademark may not appear to endorse a Personal Webpage site. New Hope reserves the right to limit usage on a customer's application for service, and it is not responsible for any revenue lost by a site being down.

### ***Use of the Service***

As a condition of use of the service, customers must agree not to publish on or over the Internet content that violates or infringes upon the rights of any other person. If New Hope is challenged by any third party regarding the suitability of a customer's content, New Hope may, at its sole discretion, delete the customer's content from the Internet service. Sending unsolicited e-mail advertising a service or website, newsgroup, etc. located or hosted within the service domain space or address space, or service otherwise associated with the service is also prohibited, regardless of e-mail point of origin. Additionally, using a New Hope e-mail address or website address to collect responses from unsolicited e-mail is prohibited. Customers may not send unsolicited electronic mail to other New Hope customers without New Hope's explicit written permission for each instance of communication. Customers shall not knowingly collect or solicit personal information from a minor or use this service to harm a minor, including, but not limited to, using the service to send pornographic, obscene or profane materials involving a minor. A minor is defined as any person under eighteen (18) years of age.

New Hope may also immediately terminate any account which it determines, in its sole discretion, is transmitting or is otherwise connected with any "spam" or other unsolicited bulk e-mail. If actual damages cannot be reasonably calculated or quantified, New Hope may seek liquidated damages of five dollars (\$5.00) for each piece of "spam" or unsolicited bulk e-mail transmitted from or otherwise connected with your account.



New Hope is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. New Hope is also not responsible for forwarding email sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted or stored temporarily, at New Hope's sole discretion. In the event that New Hope believes, in its sole discretion, that any customer name, account name or e-mail address (collectively, an "identifier") on the service may be used for, or is being used for, any misleading, fraudulent or other improper or illegal purpose, New Hope (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, New Hope may at any time reserve any identifiers on the service for its own purposes. If a service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted, as well.

The customer is solely responsible for any information that you or others publish or store on the Personal Webpages and is also responsible for ensuring that all content made available through the Personal Webpages is appropriate for those who may have access to it. You must take appropriate measures to prevent minors from receiving or accessing inappropriate content. New Hope reserves the right to remove, block or refuse to post or store any information or materials, in whole or in part, that, in its sole discretion, it deems to be in violation of the "Content and Information Restrictions" section of this disclosure. As used herein, "material" refers to all forms of communications, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. New Hope may remove or block content contained on a customer's Personal Webpages and terminate the Personal Webpages and/or use of the service for violation of these provisions.

Customers may not, through action or inaction, allow the transmission of files that contain a virus or corrupted data. To protect our customers and the network, New Hope may suspend and/or cancel a customer's account if it believes that the customer is transmitting a virus to other Internet users or New Hope's network.

The customer does not own, nor have any rights, other than those expressly granted, to a particular IP address, even if you have ordered a static IP address.

The customer is responsible for: (1) all access to and use or misuse of the service, even if the inappropriate activity was committed by a friend, family member, guest, customer, employee or any other person with access to your account or password(s), regardless of whether you authorized the use of the service; (2) ensuring that all end users, including WiFi users, comply with all terms of the New Hope Acceptable Use Policy. You are solely responsible for obtaining sufficient identification of users of your WiFi network. You are responsible for any fees incurred for the service, or for software or other merchandise purchased through the service, or any other expenses incurred in accordance with New Hope's applicable terms and conditions. Any use of the service other than as specified herein and under New Hope's agreements with the customer may result in the immediate termination of the service and the imposition of any termination fees, without prejudice to any other rights and remedies available to New Hope at law and at equity.

### ***Prohibited Uses and Activities***

New Hope's agreement with the customer prohibits service uses and activities that are illegal, infringe on the rights of others or interfere with or diminish the use and enjoyment of the service by others. Prohibited uses and activities include, but are not limited to, using the service, customer equipment or New Hope's equipment, either individually or in combination with one another, to:

#### **Conduct and Information Restrictions**

- undertake or accomplish any unlawful purpose, including, but not limited to, posting, storing, transmitting or disseminating information, data or material that is libelous, obscene, unlawful, threatening or defamatory, or which infringes on the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense or otherwise violate any local, state or federal law, order, or regulation;
- 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;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute 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 permission of the owner, including, but not limited to, links to such material, serial or registration numbers for software programs or pirated copyrighted content, such as authorized copies of music, video or other media files, whether through Internet Relay Chat or file sharing programs or services;
- transmit unsolicited bulk or commercial messages, commonly known as "spam";
- send numerous copies of the same or substantially similar messages, empty messages or messages which contain no substantive content, or send very large messages or files that disrupt a server, account, newsgroup or chat service;
- initiate, perpetuate or in any way participate in any pyramid or other illegal scheme;
- 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;
- collect responses from unsolicited bulk messages;
- falsify, alter or remove message headers;
- falsify references to New Hope or its network, by name or other identifier, in messages;
- 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");
- violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

#### **Technical Restrictions**

Customers may not:

- attempt to interfere with or compromise the operation of New Hope' network in whole or part, to interfere with any of the equipment comprising the system, or to access other accounts or restricted areas of the system;

- 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. 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;
- 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;
- copy, distribute, or sublicense any software provided in connection with the service by New Hope or any third party, except that you may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software (“cracks”);
- use or run dedicated, stand-alone equipment or servers from the premises that provide network content or any other services to anyone outside of your premises local area network (“Premises LAN”), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- use or run programs from the premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with New Hope’s equipment or service or permit any other person to do the same who is not authorized by New Hope.

### **Network and Usage Restrictions**

Customers shall not:

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, lock, key, bomb, cancelbot or other harmful feature, or generating levels of traffic sufficient to impede others’ ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the service or any New Hope (or New Hope supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any New Hope (or New Hope supplier) facilities used to deliver the service;
- resell the service or otherwise make available to anyone outside the premises the ability to use the service (for example, though WiFi or other methods of networking), in whole or in part, directly or indirectly. The service is to be used for residential and small business purposes only. You agree not to use the service for operation as an Internet service provider or for any similar business purpose;
- connect the New Hope equipment to any computer outside of your premises;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to “crash” a host;

- access and use the service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”). You may not configure the service or any related equipment to access or use a static IP address or use any protocol other than DHCP, unless you are subject to a service plan that expressly permits you to do so.

In addition, the following activities are prohibited on or in conjunction with the service, including, but not limited to:

- posting or transmitting any content in violation of any applicable law of libel or defamation in the United States or elsewhere;
- posting or transmitting any fraudulent content on or through the service. This includes content that you know or have reason to know is false and that you intend for others to rely on
- posting or transmitting on or through the service any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations;
- posting or transmitting or sponsoring any unsolicited advertising, promotional materials, or other forms of solicitation to other Members, individuals, or entities, except in those areas that are designated for such a purpose. You further agree not to involve or associate New Hope in any way with the posting or transmission of unsolicited advertising, promotional materials, or other forms of solicitation, including but not limited to unsolicited advertisements sent from another service provider advertising a New Hope-hosted web page, and unsolicited advertisements sent from another service provider which request that replies be sent to a New Hope email address;
- posting or transmitting on or through the service any content that infringes another person's or entity's copyright in all or any part of the content;
- posting or transmitting on or through the service any content that infringes, dilutes or otherwise violates another person's rights in its trademarks, service marks, trade dress, or other indicia of origin;
- posting or transmitting on or through the service any content that reveals trade secrets or other confidential or proprietary information belonging to another person or other entity;
- posting or transmitting any obscene or pornographic content, including, but not limited to, child pornography, on or through the service;
- using the service to harass, intimidate, threaten, or abuse any person or entity, by any means, including the use of vulgar, hateful, racially or ethnically offensive, sexually harassing, or otherwise objectionable content;
- using the service to impersonate any person, including but not limited to, an agent or employee of New Hope or an information provider, guide, or host, or communicating under a false name or a name that you are not entitled or authorized to use in all forms of online communication, including, but not limited to, screen names, subscriber profiles, chat dialogue, and message posting;
- using the service to disrupt the normal flow of online dialogue, or otherwise acting in a manner that negatively affects use of the Internet by other Members, users, individuals, or entities;
- using the service to violate any operating rule, policy, or guideline of any other online service provider or interactive service;

- making false or unverified complaints against New Hope or any New Hope Member, or otherwise abusing any of New Hope's complaint policies or procedures;
- abusing New Hope's system, or any other system accessible through the Internet via New Hope, by causing any harm to the system so that it inhibits or negatively impacts the ability of other users to effectively use such system. You further agree not to compromise or attempt to violate security at New Hope or elsewhere, including but not limited to, attempted access of any data, server, or account that you are not expressly authorized to access;
- posting or cross posting, regardless of content, copies of the same message to twenty or more newsgroups;
- posting, transmitting, promoting, or otherwise making available any software, product or service that is illegal, violates the rights of New Hope or a third party, or is designed to violate New hope's customer agreement. Such software, products or services include, but are not limited to, programs designed to send unsolicited advertisements (i.e. "spamware"), services which send unsolicited advertisements, programs designed to initiate "denial of service" attacks, mail bomb programs, and programs designed to gain unauthorized access to networks on the Internet;
- operating a mail server with an open mail relay;
- using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.).
- attempting to access, modify, or interrupt information or normal system operations on New Hope's equipment or any other equipment.

New Hope is committed to complying with U.S. copyright and related laws and requires all customers and users of the service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the service (or any part of the service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law.

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is New Hope's policy, in accordance with the DMCA and other applicable laws, to reserve the right to terminate the service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who New Hope, in its sole discretion, believes is infringing these rights. New Hope may terminate the service at any time with or without notice for any affected customer or user.

Copyright owners may report alleged infringements of their works that are stored on the service or on any Personal Web Features by sending New Hope's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon New Hope's receipt of a satisfactory notice of claimed infringement for these works, New Hope will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal WebFeatures or (ii) disable access to the work(s). New Hope will also notify the affected customer or user of the service of the removal or disabling of access to the work(s). This includes, but is not limited to, blocking access to Usenet news articles.

### ***Redress Options***

Customers may contact New Hope via e-mail at [support@nehp.net](mailto:support@nehp.net) for technical support. Technical support is available twenty-four hours a day, seven days a week for Internet service at 256-723-4219.

New Hope's Customer Service is available to resolve customer complaints and questions by e-mail at [support@nehp.net](mailto:support@nehp.net); by mail to New Hope Telephone Cooperative, Inc., 5415 Main Drive, P.O. Box 452, New Hope, Alabama 35760-9758; and by telephone during the hours of 8:00 am to 5:00 pm Monday through Friday via the following numbers:

Business Office – 256-723-4211  
Repair Service – 256-723-4219  
Customer Service – 256-723-4219

Customers may report the receipt of spam by forwarding it as an attachment to [rusty@nehp.net](mailto:rusty@nehp.net).

### **IV. Blocking**

New Hope is committed to providing high-quality Internet access services and being a responsible member of the Internet Community, including adhering to the “net neutrality” rules set forth by Federal Communications Commission (FCC). With regard to the above-referenced Internet access services, New Hope does not block lawful websites, applications, services or non-harmful devices, nor does it block applications that compete with New Hope's voice services.

### **V. Discrimination**

New Hope does not unreasonably discriminate in transmitting lawful network traffic, including traffic provided by its subsidiaries or affiliates.