

## **ACCEPTABLE USE POLICY**

West Side Telecommunications (the “Company”), has formulated this Acceptable Use Policy (“Policy”) in order to provide for the responsible use of the Company’s networks, systems, services, websites and products (collectively, the “Company Services”) by our customers and other users of the Company Services (individually “User” and collectively “Users”), and to enable the Company to provide Users with secure, reliable and productive services. This Policy is also designed to help protect our Service, our subscribers, and the Internet community, from irresponsible or illegal activities. We hope and expect that common sense and good judgment will guide all of our subscribers’ Internet activities. However, the Company may take such action, as it deems appropriate against any subscriber or User for violations of your Service Agreement or of this Policy, including the suspension or termination of the User’s account without notice.

By using the Company Services, Users consent to be bound by the terms of this Policy. The Company reserves the right to modify this Policy in its discretion at any time. Such modification will be effective when posted to the Company website [www.westsidetel.com](http://www.westsidetel.com) or any successor URL(s). Users of the Company Services should regularly visit the website and review this Policy to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber or customer agreement and this Policy, the terms of this Policy shall govern. Any use of the Company Services after such posting shall constitute acceptance of such modification.

### **General Policy**

The provisions of this Policy are not meant to be exhaustive. Generally, 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 Policy, is prohibited. The Company reserves the right at all times to prohibit activities that damage the Company’s commercial reputation and goodwill or affect the quality of Company Services or the Company’s ability to provide service.

### **Suspension; Termination**

In order to preserve the integrity of Company’s Services, the Company may take action against a User, including the cancellation of User’s Internet service account, if User, or anyone using User’s Company Services, violates this Policy, the terms and conditions for any agreement, any law governing User’s conduct on the Internet, or the policies of any network accessed through Company Services. Further, if User, or anyone using User’s Company Services, engages in any conduct that interferes with Company Services or the use and enjoyment of the Internet by others, User’s Internet service account also may be cancelled. If such conduct results in damages to the Company, User may be required to reimburse the Company for all such damages. User may also be charged an activation fee or further deposits to reconnect a suspended or terminated account.

## **Limitation of Responsibility**

Through the Company Services User will use networks or access information and other services that Company does not own or control. The Company is not responsible in any manner for the content or accuracy of information or services from sources that the Company does not control. The Company reserves the right to remove or restrict access to any material that the Company believes is illegal, that may subject the Company to liability, or that violates this Policy or any other Company policy including, without limitation, the Company's "Network Management Policy" ([www.westsidetel.com/openinternet/networkmanagementpolicy.pdf](http://www.westsidetel.com/openinternet/networkmanagementpolicy.pdf)). If a User has any questions regarding this Policy, User may contact West Side Telecommunications Customer Care at 1449 Fairmont Road, Morgantown, WV 26501, telephone 304-983-2211, or email us at [customer care@westsidetel.com](mailto:customer care@westsidetel.com).

## **Privacy**

The Company's Privacy Statement is posted on Company's website at [www.westsidetel.com/openinternet/privacypolicy.pdf](http://www.westsidetel.com/openinternet/privacypolicy.pdf). Please refer to this Privacy Statement in connection with the Company's policies concerning the privacy of customer information.

## **Prohibited Conduct**

### **A. In General**

The Company Services must be used in a manner that is consistent with the intended purposes of the Company Services and may be used only for lawful purposes. Users shall not use the Company Services in order to: (a) transmit, distribute or store material in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect the Company Services or other Company customers; or (c) that may expose the Company to criminal or civil liability. Users are prohibited from facilitating the violation of any part of this Policy, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this Policy.

### **B. Inappropriate Content**

Users shall not use the Company Services to post, transmit, distribute or store any information or material, as reasonably determined by the Company, that is inappropriate or objectionable, obscene (including child pornography), offensive, indecent, defamatory, libelous, threatening, harassing, abusive, hateful, racially or ethnically offensive, excessively violent or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful.

### **C. Intellectual Property**

Material accessible through the Company Services may be subject to protection under privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use Company Services in any manner that would infringe, dilute,

misappropriate, or otherwise violate any such rights. If User uses a domain name in connection with any of Company Services, User must not use that domain name in violation of the trademark, service mark, or other rights of any third party.

**D. Harmful Content/Use**

Users shall not use the Company Services to transmit, distribute or store material that may be harmful to or interfere with the Company Services or any third party's networks, systems, services, or websites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses. Additionally, the Company Services shall not be used to: (a) access or interfere with any other person's computer or computer system, software, or data without their knowledge and consent; (b) breach the security of another User; or (c) attempt to circumvent the User authentication or security of any host, network, or account (such as, but not limited to, accessing data not intended for a User, logging into or making use of a server or account a User is not expressly authorized to access, or probing the security of other hosts, networks, or accounts).

**E. Fraudulent/Misleading Content**

Users shall not use the Company Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

**F. E-mail and Unsolicited Messages**

Users of the Company Services may not: (a) send a harassing or unwanted solicitation by e-mail; (b) send the same (or substantially similar) unsolicited e-mail message to an excessive number of recipients ("Spamming"); (c) send multiple unwanted e-mail messages to the same address, or send any e-mail that provokes a complaint to the Company from the recipient; (d) continue to send e-mail to a specific address after the recipient or the Company has requested a User to stop such transmissions; (e) falsify User's e-mail address, or any other identification information, while using Company Services; (f) use e-mail to originate chain e-mails or originate or forward pyramid-type schemes; (g) use a mail server to relay or intercept e-mail without the express permission of the owner, or operate a mail server to relay or intercept e-mail; or (h) place User's website address, which User has hosted through the Company, on unsolicited commercial messages. The Company, pursuant to its network management practices, reserves the right to cancel e-mail messages and/or restrict the size of e-mail distribution lists.

**G. Excessive usage of bandwidth, disk utilization, simultaneous connections, or aggregate data download/upload**

Where the User's Internet account, service or feature descriptions specify limits on bandwidth and disk utilization use in excess of those limits is not permitted without an appropriate change in account type or status and may incur additional charges for such usage. In

the event that the Company determines that an account is exceeding the relevant bandwidth or disk utilization the account owner will generally be notified by E-mail and/or telephone. However, if excessive bandwidth or disk space utilization is determined to adversely affect the Company's ability to provide service, immediate action may be taken. The account owner may be notified by e-mail and/or telephone as soon as practical thereafter. If the excess use continues after such notification, the owner may be requested to upgrade the type of account or to modify the activity creating the excess use. Failure to make the requested modifications may result in the account being terminated.

## **H. Conduct with a Minor**

Users shall not knowingly collect or solicit personal information from a minor or use the Company Services 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 the age of 18 years.

## **Third Party Rules**

Users may have access through the Company Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

## **Inappropriate Actions**

The Company does not tolerate hacking and attacks. "Hacking" is any unauthorized attempt to monitor, access or modify computer system information or interfere with normal system operations, whether this involves the Company's equipment or any computer system or network that is accessed through Company Services. An "attack" is any interference with Internet service to any User, host or network, including, but not limited to, mail-bombing, ping flooding, broadcast attempts or any attempt to overload a system to interrupt service. Inappropriate activity may result in civil or criminal liability. The Company will investigate such activity, and will, as appropriate, involve law enforcement authorities in prosecuting Users involved in inappropriate actions.

## **Security**

User is responsible for any misuse of the Company Services. Therefore, User must take steps to ensure that others do not use User's account to gain unauthorized access to the Company Services. In all cases, User is solely responsible for the security of any device User chooses to connect to the Company Services, including any data stored or shared on that device. It is User's responsibility to implement and maintain security procedures for User's network or system. The Company is not responsible for any loss or damaged caused by hacking, attacks and other related activities.

## **Responsibility for Content**

The Company takes no responsibility for any material created or accessible on or through the Company Services. The Company is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that the Company becomes aware that any such material may violate this Policy and/or expose the Company to civil or criminal liability, the Company reserves the right to terminate that User's Company Services immediately. The Company further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that the Company deems responsible for the wrongdoing.

## **Reporting Violations**

Violations of this Policy may be reported to the Company at [networkadmin@westsidetel.com](mailto:networkadmin@westsidetel.com).

## **Enforcement of Policy**

The failure of the Company to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. User agrees that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.