

### **Introduction**

This Acceptable Use Policy is to protect Gardonville Cooperative Telephone Association (Gardonville) and also Wisper Next Wireless Internet, its subscribers and the Internet community in general from irresponsible or, in some cases, illegal activities. All Gardonville and Wisper Next subscribers must adhere to these guidelines. Gardonville and Wisper Next hope and expect that common sense and good judgment will guide our subscribers' Internet activities.

### **General Policy**

All information transiting the Gardonville and Wisper Next network is subject to various forms of network management unless it is listed as unacceptable under this policy.

It is the policy of Gardonville and Wisper Next to provide its subscribers electronic access to the broadest possible number of organizations connected to the Internet. This is accomplished through connectivity to one or more state, regional, or national backbone networks. Your use of services provided by Gardonville and Wisper Next may be suspended or terminated for violation of this Acceptable Use Policy.

### **Content**

Subject to the terms of this policy, Gardonville and Wisper Next do not claim any right or interest in your Content and assume no responsibility of any kind for your Content. Custody, possession, control and security of all your Content, regardless of its nature, is your responsibility, and you are liable in all respects for your Content. For purposes of this policy, "Content" means any communications or information that may be generated, stored, cached, copied, published, transmitted or otherwise used by, or made available by, you through your use of Gardonville and Wisper Next Wireless Internet service, such as web sites, software, data, documents, music, graphics, photographs, images, sounds, videos, messages, Customer Materials and any other like materials. Your use of Gardonville and Wisper Next Wireless Internet service is not edited, censored or otherwise controlled by us, however, we do reserve the right to remove content, disable sites or suspend or terminate service if we determine, in our discretion, that Content or user practices are harmful, offensive or otherwise in violation of law, applicable service terms or this policy.

### **Unacceptable Uses**

It is not acceptable to use Gardonville and Wisper Next Internet services or facilities for any of the following purposes:

- Any illegal use that violates any applicable laws or regulations
- To disseminate messages or files whose content would likely be highly offensive to the recipient(s)
- Harassment and threats. Using the services to transmit any material (by email, uploading, posting, or otherwise) that harasses or threatens another
- To attempt or make unauthorized entry into any computer systems, information storage, or communication devices or resources
- To propagate computer worms, viruses or transmissions of any type, which disable or otherwise impede or disrupt the recipient's facilities or equipment
- To make distributions of unsolicited bulk email/SPAM
- Using the services to harm, or attempt to harm, minors in any way. Among other uses, use of the services to receive, distribute, solicit, present or in any other way promote child pornography is expressly prohibited. If such activities are occurring and Gardonville or Wisper Next are aware of such activities Gardonville and Wisper Next reserve the right to contact the proper authorities
- To cause disruption of services or any other entities service by any means
- To operate your own email, web, FTP and/or gaming server
- To make services available to anyone else
- To violate any part of the Digital Millennium Copyright Act of 1998 by illegally receiving or distributing any material that is considered copyrighted.
- Promoting profanity, nudity, or other adult material

### **User Responsibilities**

- All subscribers of Gardonville and Wisper Next services are responsible for publicizing this Acceptable Use Policy at their locations.
- All participating affiliates and resellers of Gardonville and Wisper Next services are responsible for communicating this policy to the appropriate administrative authorities at all user sites connected to theirs via connections not directly support by Gardonville and Wisper Next Internet services.
- The ultimate responsibility for assuring the acceptability of use according to this policy is with the individual end-user that originates the communication.
- All users are responsible for keeping up to date with this Acceptable Use Policy.
- Users are responsible for maintaining their own virus protection. Viruses are a very real and dangerous threat and it is necessary for an Internet user to have some form of anti-virus protection. It is the user's responsibility to keep their virus protection up to date and the user is responsible for any damage caused by a virus. Gardonville and Wisper Next are not responsible for any damages that occur to a customer's system due to virus contamination.
- All users are responsible for their own computer system(s) security. Gardonville and Wisper Next do not provide firewall protection. It is the responsibility of the customer to install the proper firewall protection on their system(s) in order to protect themselves from potential security breaches (i.e. hackers). Because high speed Internet connections are an always-on service and use publicly accessible IP addressing, the risk of someone infiltrating or compromising a computer system(s) is much greater. In no way shall Gardonville and Wisper Next be held liable for any damages of any kind as the subscriber assumes all inherent risk and full responsibility for the security of the computer system(s).

Gardonville and Wisper Next strongly recommend the installation and proper configuration of a firewall to meet the security needs of the computer system(s).

- All users are responsible, at their own expense, for obtaining, maintaining, and operating suitable and fully compatible computer equipment (including a wireless router if it is the user's intent to use the Internet on multiple devices).

### **Email Policy**

In addition to the email terms of use stated in the section titled Unacceptable Uses, the following rules and conditions also apply:

- Gardonville and Wisper Next reserve the right to filter all incoming and outgoing email for potentially destructive content.
- Do not consider Internet email to be a secure means of communication. While no one other than the system administrative personnel (throughout the Internet) would normally have access to email messages, the content of a message is nothing more than plain text in readable form. If more security is required, consider using an encryption program to encrypt messages before sending. The recipient of the email message must decrypt the message using an agreed upon method.
- Do not consider Internet email to be 100% reliable. While there are many safeguards built into the Gardonville and Wisper Next network, the Internet is not at all infallible. If you must know that a message got through to its intended recipient(s), request the recipient reply to you immediately confirming that they received your message.
- If you choose to use webmail access as your only means of email activities, Gardonville and Wisper Next will be held harmless in the extreme and rare event of a network failure resulting in lost email messages.

If any of the mentioned conditions are violated there will be a warning, either in writing or verbally, and if there is further non-compliance, services will be suspended or terminated.

### **Network Management Transparency Policy**

It is the policy of Gardonville and Wisper Next to remain as transparent as possible through essential network management practices while not blocking lawful content or unreasonably discriminating in transmitting lawful content. Gardonville and Wisper Next routinely manages traffic on our high-speed Internet network in our fixed wire line, fiber optic and wireless products to minimize congestion and ensure a smooth flow of data. Gardonville and Wisper Next continue to explore ways to manage occasional congestion on the network.

The following frequently asked questions provide further detail on the network management practices of Gardonville and Wisper Next:

#### **Why do Gardonville and Wisper Next need to manage congestion on its network?**

Congestion will occasionally occur on any network when many people are using the network at the same time, or they are engaging in activities that use a large amount of bandwidth. Our congestion management is designed to ensure that if congestion reaches a certain level, action is taken so that customers continue to have a good experience. Management of occasional congestion is just one aspect of intelligent network management, which allows Gardonville and Wisper Next to provide customers the best possible Internet experience. We also manage our network for the safety and security of our customers, by blocking spam and helping to make our customers less susceptible to viruses and other online hazards.

#### **How does this management impact my Internet service with Gardonville and Wisper Next?**

Most likely, you won't notice any effect at all, although we hope management results in a smoother Internet experience. If the network becomes congested, Gardonville's and Wisper Next's management technology is designed to ensure that all time-sensitive Internet traffic – such as web pages, voice calls, streaming videos and gaming – moves through without delay. Less time-sensitive traffic, such as file uploads, peer-to-peer and Usenet newsgroups may be momentarily slowed. When the congestion is no longer present, all traffic resumes its normal flow.

#### **What types of Internet applications are managed?**

Initially, all traffic on the Gardonville and Wisper Next network will be divided into two categories: time sensitive and non time sensitive. When the network is congested, time sensitive traffic – applications or uses that are naturally intolerant of delay (loading web pages, instant messages, voice calls, email and gaming) – continues as usual. During that period, non time sensitive traffic – applications which are tolerant of some delay – such as file uploads, peer-to-peer and Usenet newsgroups – may be momentarily slowed, but only until the local congestion clears up.

Below is a breakdown of the various time sensitive types of traffic that travel the Gardonville and Wisper Next network. Any traffic that is not specifically classified will be treated on an individual basis.

##### **Time Sensitive**

- Web (Web surfing, including web-based email and chat embedded in web pages)
- VoIP (Voice over IP, telephone calls made over the Internet)
- Email
- IM (Instant messages, including related voice and webcam traffic)
- Streaming (Web-based audio and video programs)
- Games (Online interactive games)
- Tunneling & Remote Connectivity (VPN-type services for telecommuting)
- Other (Any service not categorized into another area)

##### **Non-Time Sensitive**

- File Access (Bulk transfers of data such as FTP)
- Network Storage (Bulk transfers of data for storage)
- P2P (Peer to peer protocols)

- Software Updates (Managed updates such as operating system updates)
- Usenet (Newsgroup related)

#### **How do Gardonville and Wisper Next decide what traffic is time-sensitive and what is non time sensitive?**

These classifications are a result of our network engineering expertise and our customers' expectations. Our engineers reviewed the traffic on our network, analyzed the requirements of various services and reviewed available research from third-party organizations. We also took into account our customers' expectations of how these services and applications should perform. For example, customers surfing the Internet expect that web pages should load quickly, so requests for web pages should process rapidly, and therefore fall into the time-sensitive category. However, uploading a file to an FTP site would be minimally affected by a brief delay, so that's classified as non time sensitive.

#### **Will this congestion management technique change over time?**

It is possible. We recognize that the Internet is a dynamic medium and it is necessary that we continue to evolve our techniques and policies to ensure a fair, high-quality experience for our customers.

#### **What are some of Gardonville's and Wisper Next's other network management practices?**

Some of our practices are based on traffic prioritization and protocol filtering.

#### **Will Gardonville and Wisper Next continue to expand its network to handle more traffic?**

Yes. These congestion management techniques are not a replacement for upgrades to our network. We will continue to invest in our network infrastructure to ensure there's enough capacity to handle the ever-increasing amount of Internet traffic. But even as we add more capacity on our network, simply adding capacity is not enough. That is why we practice network management.

Congestion can occur occasionally regardless of the maximum capacity of the network, depending on a variety of factors including individual usage or innovative new uses for the Internet. Congestion management can help optimize our customers' experience, while we continue to expand our network to keep pace with bandwidth needs.

#### **Is there a way for me to provide feedback on these network management practices?**

Yes. We encourage you to send your feedback via email to [gardon@gardonville.net](mailto:gardon@gardonville.net).

#### **Modem Usage Policy (Dial-up customers only)**

Gardonville dial-up accounts are for attended unmetered interactive usage. Subscribers may stay connected as long as they are actively using the connection. Gardonville expressly prohibits automatically sending packets (pinging) and does not consider this as attended usage. Gardonville will terminate such connections and repeated violations of this policy will result in the termination of the dial-up account. Accordingly, Gardonville maintains the right to terminate any dial-up connection following any extended period of inactivity as determined by Gardonville.

Gardonville dial-up subscribers may not have more than one computer actively connected to a given Internet dial-up account at the same time. Gardonville and Wisper Next Internet services are not for resale, special circumstances may allow for the resale of services, however prior arrangement, and written permission from Gardonville and Wisper Next are required.

#### **Privacy Policy**

It is the responsibility of all subscribers or subscriber organizations to:

- Respect the privacy of other users, and not to seek information pertaining to other users without their explicit permission. This includes but is not limited to personal data, passwords, access to confidential files, or modification of files belonging to other users.
- Use the network service in a manner that is consistent with ethical practice and accepted community standards.

#### **Copyright Policy**

It is the responsibility of all individual subscribers or subscriber organizations to respect the legal protection provided by copyright and license to programs, data and other information that may be accessible over the Gardonville and Wisper Next Network. Gardonville and Wisper Next reserve the right to monitor the system.

#### **Digital Millennium Copyright Act**

Digital Millennium Copyright Act (DMCA) was enacted by Congress in 1998, in an attempt to deter illegal downloading and distribution of copyright material. Internet service providers need to follow proper "safe harbor" measures to protect themselves from violating the DMCA.

To qualify for "safe harbor" an internet service provider must not have the knowledge of copyright infringement activity by a user on their network and/or must not be receiving a financial benefit attributed to the activity, and a policy in place which terminates a subscriber who are repeat infringers.

When a copyright owner's work is being infringed on or through a service provider's service, the copyright owner may send a notification of claimed infringement (often referred to as a "takedown notice") in writing to the service provider's designated agent and include the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyright material claimed to have been infringed, information for service provider to locate the material, request material to be removed or disable access to the material claimed to be infringing on.
- Information sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of a compliant takedown notice, a service provider must respond promptly. If a service provider fails to do so, it may lose its safe harbor protection and be subject to an infringement suit.

It is the responsibility of all individual subscribers or subscribers' organizations to respect the legal protection provided by copyright and license to programs, data and other information which may be accessible over Gardonville Cooperative Telephone Association and Wisper Next High-Speed Wireless network. Following is Gardonville's and Wisper Next's subscriber's policy:

- First time violators will be sent a letter outlining the infringement and a request to delete any content which was downloaded or intended to be distributed per the DMCA infringement.
- If a second violation happens within the same calendar year, another letter will be sent to subscriber requesting the subscriber to sign a copy of the letter and mail it back to us. This signed document is an agreement that the violator will remove the copyrighted material. This letter will also include a warning stating that internet service could be disrupted for up to 60 days if violations happen again.
- If a third violation happens within the same calendar year, a certified letter will be sent to the subscriber. The request will be to delete the copyrighted material and will include a warning that services could be disrupted for up to 60 days if violations occur again.
- Finally, if a fourth violation happens within the same calendar year, service will be terminated up to 60 days.

Service Provider/Designated Agent Information	
Service Provider:	Gardonville Cooperative Telephone Association 800 Central Ave N Brandon, MN 56315
Designated Agent:	David Wolf Gardonville Cooperative Telephone Association 800 Central Ave N Brandon, MN 56315 Phone: 3205242211 Email: copyright@gctel.net
Status:	Active
Effective:	August 24, 2017 to Present

#### **Personal Web Page Policy**

All subscribers to Gardonville and Wisper Next Internet services are allowed, as part of their subscription, storage space for a personal web page. Gardonville and Wisper Next reserve the right to monitor these pages for content and usage. Any personal web page found to be used for promotional or business advertising purposes will be subject to current monthly storage fees and/or will be removed after a 24-hour notification to the subscriber.

Gardonville and Wisper Next will be held harmless from liability for personal web pages and any interruption of this service or access to the page. The subscriber is responsible for backups to the site, as well as other elements such as notification and/or maintenance of trademarks, copyrights, etc. Gardonville and Wisper Next will be held harmless from or any other indirect or direct damages a customer may suffer as a result of a system failure, down time, data loss, interruption or lack of access.

#### **Limitation of Liability**

Gardonville and Wisper Wireless will have no liability to any subscriber:

- If changes in the Internet service or changes in the wireless network, systems, equipment, policies or procedures render obsolete or outdated any equipment, hardware, devices or software provided by subscriber in connection with their use of the services or independent of the services
- For any causes of action, losses or damages of any kind whatsoever arising out of (i) mistakes, omissions, interruptions, errors, or defects in furnishing Internet service; (ii) failures or defects in the wireless network or systems; (iii) any termination or suspension by Gardonville and Wisper Next of service to a subscriber pursuant to this policy.
- For claims or demands of any kind or nature, including use or inability to use Internet service or equipment, any interruption, defect, error, virus or delay in operation or transmission, any failure to transmit or any loss of data arising out of, or in connection with services provided by Gardonville and Wisper Next.

- IN NO EVENT SHALL GARDONVILLE OR WISPER NEXT BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

#### **Limitation of Damages**

Gardonville and Wisper Next shall not be liable to subscribers, or any of their employees or agents, or any third party, for any indirect, incidental, special, consequential, exemplary or punitive damages of any kind or for any reason.

#### **Responsibility**

All users of the Gardonville and Wisper Next network, whether organization or individual, are responsible for publicizing this Acceptable Use Policy at their locations. The ultimate responsibility for assuring the acceptability of use according to this policy is with the individual end-user who originates the communication.

#### **Enforcement**

The Gardonville Board of Directors or its designee will review alleged violations of this policy on a case-by-case basis. A violation may result in denying the user access to the network, termination of access to all services and forfeiture of all fees paid. Evidence of illegal activities will be reported to the appropriate law enforcement authorities.

#### **Policy Modifications**

Gardonville and Wisper Next reserve the right to modify this policy at any time. Subscribers may request a copy of the most recent version at any time and it can also be found on the Gardonville website at [www.gctel.com](http://www.gctel.com).

#### **Information**

Questions related to this Acceptable Use Policy should be mailed to Gardonville at 800 Central Ave N, Brandon, MN 56315.

## **Gardonville Cooperative Telephone Association Wisper Next Wireless Internet**

## **Network Management Disclosure**

Gardonville and Wisper Next invest significant resources to bring Internet access to our customers and strives to provide customers an optimum online experience that enables them to access all available content within the realm of the Open Internet principle. Generally, Gardonville and Wisper Next utilizes a best-efforts approach to deliver Broadband Internet Access Service so that customers experience speeds at or near the advertised levels.

Key attributes of Gardonville and Wisper Next network management are:

- It does not block, throttle, or inhibit any specific applications or classes of applications
- It does not directly or indirectly favor some traffic over the other traffic for the benefit of an affiliate
- It does not engage in paid prioritizations
- It does not restrict the types of devices that can be connected to its network

Gardonville and Wisper Next may use network management tools to optimize quality of service to customers for applications that are sensitive to packet loss, delay or jitter like VoIP, time sensitive data, and video traffic. Gardonville and Wisper Next offer Specialized Services, such as IP Video of Voice over IP ("VoIP"), over the same last mile facilities as broadband Internet access services. While the VoIP and Video traffic are given priority, there is sufficient capacity in the company's last mile optical network that congestion should not occur for the internet access service speeds currently provided by Gardonville and Wisper Next.

Gardonville and Wisper Next generally allows customers to attach any lawful device to its network so long as it does not impede the provision of Internet access service, harm the network, enable theft of the service or a violation of Gardonville and Wisper Next Acceptable Use Policy or any terms of service, or harm other users of the service.

#### **Service Performance**

Gardonville Internet Access Services are provided over optical fiber or copper technology. Wisper Next Wireless Internet Access Services are provided over optical fiber, licensed point-to-point microwave, or unlicensed point-to-point microwave technology. The Service speeds identified in our marketing materials and other communications reflect maximum advertised speed and services provided will be "up to" those advertised. Actual speed experienced by a customer will vary based on multiple factors including inside wiring and customer equipment configuration, interference on the customers line, website(s) accessed, and internet congestion. Customers can determine the speed of their Broadband Internet Access Service connection at this link <http://stellar.speedtestcustom.com>

Latency is highly variable depending on the network path, other providers in the path, the distance to the destination, and performance of end destination servers. Customers should expect roundtrip latency to most general internet sites in the range of 50-100ms.

### **Security Policy**

Gardonville and Wisper Next are dedicated to managing its network to ensure all customers receive a secure online experience. We use industry-leading security practices to manage our network, provide services to our customers and ensure compliance with our Acceptable Use Policy. These tools and practices may change from time to time to keep up new and innovative ways that customers use the network and keep up with changing network technologies.

Gardonville and Wisper Next relies on its supplier, 7Sigma, to identify malicious behavior and for security management techniques to ensure customer systems are not propagating viruses or distributing spam email. This includes use of industry best practices to prevent virus/spam delivery to customer email accounts, automatically detect and mitigate (Denial of Service) DOS attacks for our customers and blocking of malicious and phishing sites to prevent fraud against customers and to prevent customers from getting infected via (Domain Name Service) DNS black-holing and Internet Protocol address (IP) black-holing.

### **Commercial Terms**

Customers can learn about the specific pricing and service availability by calling, visiting the local business office, or by going to the [www.gctel.com](http://www.gctel.com). Our current Broadband Internet Access Service offering does not include usage-based fees.

### **Privacy Policy**

Like most companies, we have certain information about our customers and use it to provide our services. We also share it as needed to meet our business goals or fulfill our legal obligations. We protect the information we have about our customers, and we require those we share it with to protect it too. We use information generated on our networks to manage those networks, to plan for future development, and to keep our services running reliably and efficiently. For example, we monitor data to check for viruses, to control spam, to prevent attacks that might disable our services, to ensure that your traffic does not violate our Internet Terms & Conditions & Acceptable Use Policy, and to guard against other inappropriate or illegal activity. This may involve looking at the characteristics of our network traffic, such as traffic volumes, beginning and ending points of transmissions, and the types of applications being used to send traffic across our network. In limited circumstances, we need to examine the content of the data (such as the specific Web sites being visited, files being transmitted, or application being used) for the purpose described above, in circumstances when we are concerned about fraud or harassment, to repair a problem we detect or that a customer contacts us about, or when we are providing the content of broadband traffic to law enforcement which we only do as authorized by law.

### **Service Monitoring**

The Company is under no obligation to monitor a customer's usage, bandwidth, transmissions and/or content of Service. However, the Company may monitor the usage, bandwidth, transmissions and content of Service periodically to (i) comply with any necessary laws, regulations or other governmental requests or (ii) operate Service properly or to protect itself, its network and its customers and subscribers. The Company reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of this AUP or any other terms and provisions applicable to Service.

### **Redress Policy**

If you have any questions or complaints regarding Gardonville or Wisper Next Broadband Internet Access Services and the subjects of this disclosure, you may call or visit our local business office or send us a message using [gardon@gardonville.net](mailto:gardon@gardonville.net). Gardonville and Wisper Next takes all such questions and complaints seriously. The appropriate company personnel will review all such submissions and respond in a timely manner.