

# HIGHLAND COMMUNICATION SERVICES

## AUTHORIZED USE POLICY

### Applicability

This Authorized Use Policy (hereinafter referred to as “AUP”) applies to all services provided by HCS that involve access to the Internet (hereinafter referred to as “HCS Internet Services”). The AUP applies to a Customer’s use of his or her account for the purpose of accessing the Internet. The AUP also applies to a Customer’s operation or other use of his or her web site that is hosted by HCS.

### The Customer’s Agreement and the Agreement by a Third-party User

A Customer agrees – by using HCS Internet Services – to comply with the AUP and to be responsible for ensuring that third-party use of (1) the Customer’s account and (2) any web site of the Customer that HCS hosts, also complies with the AUP.

HCS may modify the terms of the AUP, as it deems necessary from time to time. If HCS modifies the terms of the AUP, it will post the modifications on its web site. Posting of the AUP – or a modification in the terms thereof – on the HCS web site shall constitute notice of the AUP, and of any modification in the terms thereof disclosed by the most recent posting, to all Customers and third-party users of HCS Internet Services. A person’s use of HCS Internet Services after such a posting shall constitute that person’s acceptance of, and agreement to comply with, the AUP, including all modifications thereto, disclosed by the posting.

### Security of Customer’s Own Hardware and Software.

The Customer shall be solely responsible for maintaining the security of his or her own hardware and software that is connected to HCS Internet Services. To meet that responsibility, the Customer shall – with respect to any Personal Computer (as distinguished from an Apple computer) -- maintain up-to-date anti-virus software, provided by a reputable company, in that Personal Computer, and shall regularly use that anti-virus software to scan that Personal Computer (including all internal hard drives, external hard drives, and removable media, such as flash drives) to detect and to remove or heal computer viruses. The Customer shall – with respect to any Personal Computer or Apple Computer – download and effectuate all security patches

and other updates for software programs and for the operating system, on his or her Personal Computer or Apple Computer, that are made available to him or her over the Internet by the creators of such software programs and operating system.

### *Actions Forbidden*

- HCS forbids the use of HCS Internet Services in any way that is unlawful, causes harm to, or interferes with any HCS equipment, network, or system.
- HCS forbids any use of HCS Internet Services that interferes with or disrupts the network or systems of any other Internet Service Provider.
- HCS forbids any use of HCS Internet Services that disrupts the Internet service enjoyed by others.
- HCS forbids any use of HCS Internet Services that involves an effort to hack into, or otherwise to defeat or to circumvent the security of, any web site.
- HCS forbids any use of HCS Internet Services that would infringe, misappropriate, or otherwise violate the intellectual property rights (including copyrights, patents, trademarks, trade secrets, and intellectual property rights of any other description) of any person or entity.
- HCS forbids any use of HCS Internet Services that is threatening, abusive, or offensive.
- HCS forbids any use of HCS Internet Services to distribute Spam, to commit other email abuses, to violate the CAN-SPAM Act (15 USC 7701 et seq.), or to violate any other law governing email or messaging services.
- HCS forbids any use of HCS Internet Services to commit Usenet abuse.
- HCS forbids any use of HCS Internet Services that creates a security risk to any person or entity.
- HCS forbids any use of HCS Internet Services to violate the privacy of any person.
- HCS forbids any use of HCS Internet Services to breach guidelines and policies established by search engines, web sites, bulletin boards, chat rooms, and similar service providers, that are accessed by a link from HCS.
- HCS forbids any use of HCS Internet Services in furtherance of any criminal act, or in violation of any local, State, or federal law, or in violation of any applicable foreign law or international treaty.
- HCS forbids any use of HCS Internet Services in violation of any administrative rule or order, or court order or treaty of the United States.
- HCS forbids the use of HCS Internet Services to post, transmit/re-transmit, or host any material that threatens the health or safety of others or that harasses others. HCS, in its sole discretion, has the right to decline to provide services to a Customer if it determines that material being posted, transmitted/re-transmitted, hosted or otherwise distributed is indecent, threatening, malicious, defamatory, racist, discriminatory, fraudulent, treasonous, or otherwise harmful or inappropriate.

- HCS forbids the use of HCS Internet Services to exploit, or to promote the exploitation of, children. HCS will report to the proper authorities any violation of applicable laws pertaining to the exploitation of children.
- HCS forbids the use of HCS Internet Services to download/upload, publish, submit, receive, copy, transmit, distribute, or store child pornography. Any suspected violation of this provision should be reported to HCS at the following email address: AbuseHCS@highlandil.gov. All confirmed violations of this provision will be forwarded to the Nation Center for Missing and Exploited Children by means of a CyberTipline Report through the web page at [http://www.missingkids.com/missingkids/servlet/PageServlet?LanguageCountry=en\\_US&PageId=2936](http://www.missingkids.com/missingkids/servlet/PageServlet?LanguageCountry=en_US&PageId=2936) and will result in the taking of steps to remove, or otherwise block, the child pornography from HCS servers.

### Customer Responsibilities

HCS is not responsible for material created on, or accessible using, HCS Internet Services. The Customer is solely responsible for content created, posted, hosted, downloaded or uploaded, accessed or transmitted using HCS Internet Services. This includes content provided on a third party website that is linked to HCS Internet Services. Third-party website links are provided as internet navigation tools and do not constitute and endorsement by HCS. Such links are for informational purposes only.

If a Customer becomes aware of a violation of this AUP, the Customer promptly shall take corrective action and shall inform HCS of the violation.

A Customer's failure to comply with this AUP may result in HCS' taking action against the Customer, which action may include (1) giving a warning, (2) suspending services, or (3) terminating the Customer's service. In particular, if HCS deems a Customer to be a "repeat infringer," within the meaning of Section 512(i)(1)(A) of the Copyright Act (17 U.S.C. §512(i)(1)(A)), HCS shall terminate service to the Customer permanently. HCS will ordinarily notify a Customer of a violation of this AUP by email. HCS reserves the right, however, immediately to suspend or terminate service to a Customer when HCS determines that immediate action is reasonable or required under the circumstances.

The Customer shall promptly advise HCS of any change in the Customer's contact information.

## HCS Monitoring

Although HCS is under no obligation to monitor the content of material accessed or distributed using HCS Internet Services, HCS may monitor such activities for the purposes of protecting the HCS network and its customers, complying with governmental or judicial requests, and complying with any applicable laws.

HCS advises its Customers that, when they use HCS Internet Services, they are identified by their internet addresses, which are visible to persons or entities that maintain or monitor the web sites that the Customer visits. If a Customer should infringe another person's copyright, that person may – pursuant to Section 512(h) of the Copyright Act (17 U.S.C. §512(h)) – request the clerk of any United States District Court “to issue a subpoena to [HCS] for identification of an alleged infringer.” If HCS receives such a subpoena, stating the internet address used by the Customer, HCS likely will be required to divulge the name and address of the Customer to the person or entity who obtained and served the subpoena.

Complaints regarding violations of this AUP should be submitted to AbuseHCS@highlandil.gov. Complaints should be as detailed as possible to aid HCS in its investigation thereof.

Complaints of copyright infringement should be submitted to HCS in accordance with the Digital Millennium Copyright Act (DMCA)(17 U.S.C. § 512) and the HCS complaint procedure. Complaints of copyright infringement should be submitted to the HCS Designated Agent listed below:

Designated Agent: HCS Manager of Operations

P.O. Box 218

Highland, IL 62249

Phone: (618) 654-1519

Fax: (618) 882-4317

Email: AbuseHCS@highlandil.gov