Canby Telephone Association dba DirectLink Authorized Use Policy

- A. Netiquette. The DirectLink network and services may only be used in a manner that is consistent with the intended purpose of the DirectLink network and services may be used only for lawful purposes. Users shall not use the DirectLink network and services in order to transmit, distribute or store material: (a) in violation of any application law or regulation, including export or encryption laws or regulations; or (b) that may expose DirectLink to criminal or civil liability; or (c) that constitutes electronic junk mail or newsgroups. Users are further prohibited from assisting any other person in violating any part of the terms and conditions.
- B. <u>Inappropriate Content</u>. Users shall not use the DirectLink network and services to transmit, distribute or store material that is inappropriate, as reasonably determined by DirectLink, or material that is indecent, obscene, pornographic (including child pornography), defamatory, libelous, threatening, abusive, hateful or excessively violent.
- C. <u>Internet Intellectual Property</u>. Material accessible through DirectLink network and 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 the DirectLink network and services in any manner that would infringe, dilute, misappropriate or otherwise violate any such rights. If you use a domain name in connection with any of the DirectLink network and services, you must not use that domain name in violation of the trademark, service mark or other rights of any third party.
- D. <u>Harmful Content</u>. Users shall not use the DirectLink network and services to transmit, distribute or store material that contains a virus, worm, Trojan horse or other component harmful to the DirectLink network and services, any other network or equipment or other users.
- E. Harmful Materials and Actions. Customers are prohibited from making available any data, information or other material or engaging in any activity that DirectLink determines in its sole and exclusive discretion, may expose DirectLink to civil or criminal liability of any type or otherwise threaten to adversely affect DirectLink's public image, reputation or goodwill. Company will suspend or terminate, in whole or in part, the service of any customer who's listing by a commonly recognized blacklist threatens to disrupt service to DirectLink or DirectLink's customers. DirectLink may also block any IP address that is listed on any commonly recognized blacklist. DirectLink network will not open our mail servers to any company that is on a blacklist.
- F. <u>Suspension/Termination</u>. Any user which DirectLink determines to have violated any element of the terms and conditions may be subject to a suspension or termination of services and if DirectLink deems it necessary, immediate suspension or termination of such user's service without notice. DirectLink may take such further action as DirectLink determines to be appropriate under the circumstances to eliminate or preclude repeat violations and DirectLink

- shall not be liable for any damages of any nature suffered by any customer, user or any third party resulting in whole or in part from DirectLink's exercise of its rights under this paragraph.
- G. <u>Miscellaneous Internet Provisions</u>. User acknowledges the variety of subject matter and content found on the Internet or World Wide Web and that it is user's responsibility to determine its suitability for members of user's household or business and that some content may not be suitable for viewing by children. User agrees to hold DirectLink harmless for liability resulting from the subject matter or content found on the Internet or World Wide Web.
- H. DirectLink may revise, amend or modify the Authorized Use Policy at any time and in any manner. Notice of any revisions, amendment or modifications will be posted on DirectLink's website (www.directlink.coop). By continuing to receive service from DirectLink, you are indicating your acceptance of these terms and conditions.