



## ACCEPTABLE USE POLICY

(Revised August 2019)

In using Sytek's ("Our", "We", or "Us") internet, network, and/or other services (the "Services"), you agree to Our Acceptable Use Policy (the "Policy").

### Introduction

This Policy is intended to help enable Sytek subscribers and the general internet community to use and enjoy the Internet in a lawful manner. As a user of Our Services, you must adhere to this Policy. Common sense and good judgment should guide your internet activities.

### General Information

All information traversing Our Services are unrestricted unless otherwise restricted under this Policy.

We strive to provide subscribers with electronic access and connection to the Internet. We accomplish this through Our connection with one or more state, regional or national backbone networks. All network traffic on Our network is directly or indirectly connected to other networks. When using Our Services, you also agree to the acceptable use policies, procedures, and guidelines of all other networks in which you traverse with your data packets, network traffic, or other usage in conjunction with your use of Our Services.

Despite Our best efforts and those of the networks in which we connect to, We (nor they) cannot guarantee that the Services will be uninterrupted, error-free, always available. **Accordingly, the Services are provided as-is, and We disclaim all warranties, including but not limited to any implied warranty of non-infringement, title, merchantability, and fitness for particular purpose.**

## **Modem Usage (Dial-up Customers Only)**

Our dial up internet accounts are for attended un-metered interactive usage. For example, dial up internet accounts are for periodic, active use of e-mail, newsgroups, file transfers, or otherwise actively using the connection for the above purposes up to a maximum of 325 hours of use monthly. Subscribers may not use the Services on a standby or inactive basis in order to maintain a connection. We expressly prohibit automatically sending packets (pinging) and do not consider this as attended usage.

Dial up internet subscribers may not have more than one computer actively connected to a given internet dial-up account at the same time. To maintain availability to all Our subscribers at a commercially reasonable price, We maintain an acceptable user/modem ratio. Thus, all users effectively must share a modem with other users. For this reason, We automatically terminate inactive sessions after 20 minutes of idle time. If you are connected for an extended period of time (four (4) or more hours) your connection may be terminated to free up resources for other users. Such disconnection times and frequency may differ based on the current system load, and will be more noticeable during high demand periods. Continuous connections over an extended time may prevent other users from accessing their accounts. Therefore, We do not permit unattended connections over extended periods.

Resale of dial up services is prohibited unless you obtain advanced written permission from Us.

## **Privacy Policy**

It is your responsibility to:

- Use the Services in a manner that is consistent with ethical practice and accepted community standards.
- Respect the privacy of other subscribers and not to seek information pertaining to other subscribers 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 subscribers.

## **Unacceptable Use**

You agree to use the Services in a lawful manner. You are prohibited from using the Services in a manner that is illegal, infringes on others rights, or

materially interferes or diminishes the use and enjoyment of the Services by others. Examples of some prohibited activities using the Services include:

- Violating applicable law;
- Disseminating messages, files, or data containing content that would likely be offensive to the recipient(s);
- Downloading or uploading of materials you are not authorized to download, upload, or distribute;
- Sending of bulk messages (e.g. spamming);
- Harassing or defaming others;
- Falsifying your identity;
- Distributing, promoting, or working on malware, including spyware, viruses, worms, and any other malicious computer code that may or is intended to cause harm to third-parties or otherwise impede third-parties' usage of the Services or their property;
- Transmitting large files that burden the Services;
- Engaging in, or abetting, any illegal conduct;
- Violating the rules, policies, procedures, and/or regulations of any third-party;
- Causing disruption to Our Services;
- Operating your own e-mail, web, FTP, gaming, or other server, including file transfer services; and
- Accessing any network, computer, database, information storage, communication device, or electronic system in which you do not have permission.

### **Reasonable Use**

To ensure that all subscribers have fair access to the Internet, We have assigned a download/upload threshold for each service plan that limits the amount of data that may be downloaded/uploaded. Special network management software allows us to track the monthly utilization of the bandwidth of each subscriber.

The download/upload threshold for each service plan is well above typical usage rates based on our analysis of subscriber usage data. If you exceed that threshold, you may experience reduced download/upload speeds until the beginning of the next monthly cycle. During this recovery period, Services may still be used, but download/upload speeds will be slower. You will return to normal download/upload speeds at the beginning of the

new monthly cycle and can maintain faster speeds as long as your usage of Services falls within the appropriate thresholds set forth below.

If you continue to exceed usage thresholds, a power package may be purchased. The thresholds are as follows:

| Package<br>(download speed) | Usage<br>(monthly) |
|-----------------------------|--------------------|
| 100 MB                      | 500 GB             |
| 250 MB                      | 750 GB             |
| 1 GB                        | 900 GB             |

### **Email Policy**

In addition to the e-mail terms stated elsewhere in this Policy, the following rules and conditions also apply:

- Check and remove your e-mail from the server on a regular basis, at least once a week.
- We reserve the right to delete any e-mail from the server at any time but will generally only do so if the e-mail is more than two months old.
- We reserve the right to filter all incoming or outgoing email for potentially destructive contents.
- Do not consider Internet e-mail to be a secure means of communications. While no one other than system administrative personnel (throughout the Internet) would normally have access to e-mail 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 message must decrypt the message using an agreed upon method.
- Do not consider Internet e-mail to be 100% reliable. While there are many safeguards built into the system, the Internet is not at all infallible. If you must know that a message got through, request the recipient of your message to reply to you immediately confirming that they received your message.

If any of the conditions stated in this e-mail policy are contrary to your needs, please contact us for additional information or to make further arrangements.

### **Copyright Issues**

We value the intellectual property rights of others. Accordingly, we comply with applicable United States law, including the Digital Millennium Copyright Act of 1998 (“DMCA”). If you are a copyright holder and believe that your work has been infringed upon or improperly used, you may provide us notice by the following:

Sytek  
ATTN: DMCA NOTICE  
117 South Main Street  
PO Box 277  
Upsala, MN 56384  
Fax: 320-573-4329  
Email: [sytek@sytekcom.com](mailto:sytek@sytekcom.com)

Any such request must include the following:

- 1) Your signature (electronic or physical)
- 2) Identify the copyrighted work claimed to have been improperly used;
- 3) Identify the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Us to locate the material;
- 4) Include information reasonably sufficient to permit Us to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- 5) A statement that you have 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;
- 6) A statement that the information in the notification is accurate and under penalty of perjury, and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may use your own notification format so long as you satisfy the requirements of Section 512(c)(3) of the United States Copyright Act.

If you receive a DMCA violation notice and believe this notice was incorrectly filed against you, you may provide Us with a counter notification to forward to the sender of the original DMCA notice. If you wish to provide a counter notice, you must provide the following:

- 1) Your signature (electronic or physical).
- 2) Identify the material that was removed, or to which access was disabled, and the location at which the material appeared before it was removed or access was disabled.
- 3) Include a statement substantially similar to: "I provide the statements in this communication under penalty of perjury and I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification."
- 4) Include your name, address, telephone number and email address.
- 5) Include a statement substantially similar to: "I consent to the jurisdiction of the Federal District Court located where the address I provided is located, and I will accept service of process from the person who provided the DMCA notification or an agent of the same."

We reserve the right to suspend, terminate, or take other action to limit your Services in instances where your account is repeatedly implicated in allegations of copyright infringement involving the use of Our Services.

### **Internet Cancellation**

If you are planning to cancel your Services, please notify the billing office by the 4th of the month so you will not be billed. Any cancellations requested after the 4th of any month will remain active until the last day of that month or be billed on an hourly basis.

\*\*Disconnects for non-payment will still be done on the 15th of the month.

### **Temporary Disconnects**

Customers who choose to temporarily disconnect their service will be charged the equipment lease fee while the service is disconnected. There will be a \$20 reconnect fee for dial up internet and \$25 reconnect fee for telephone and high speed internet.

### **Return of Equipment**

If you fail to return Our equipment in good working order within 30 days, then you will be assessed a fee per piece of equipment. The fee assessed will depend on the equipment involved.

## **User Responsibilities**

In addition to the other terms and conditions, as a user of Our Services, you are responsible for the following:

- You are responsible for publicizing this Policy at your locations and ensuring that all individuals who use the Services agree to this Policy.
- All participating telephone companies and resellers are responsible for communicating this policy to the appropriate administrative authorities at all user sites connected to theirs via connections not directly supported by Our Services.
- You are responsible for keeping up to date with this Policy, as it may be modified or changed from time-to-time.
- All users are responsible for maintaining their own system security, through use of a firewall or other security measures.
- You are responsible for maintaining your own virus protection. Viruses are a very real and dangerous threat and it is a necessity for internet user to have some form of anti-virus protection. It is your responsibility to keep your virus protection up-to-date and you are solely responsible for any damage caused by a virus or other malicious code. We are not responsible for any damages that occur to your computer, electronic device, network or other system due to your usage of Services.
- You are responsible for your own computer system(s) security. We do not provide firewall protection from potential security breaches (i.e. hackers).

## **Limitation of Liability**

In order to provide the Services at a reasonable price, you agree that Our maximum liability related to any use of the Services to you or any third party shall be limited to the amount of fees you have actually paid us for Services within the past 12 months. Under no circumstances shall We be liable for any incidental, consequential, indirect, punitive or special damages.

## **Indemnification**

You hereby agree to indemnify and hold Us harmless for any and all injury, damage, claim, threatened or actual, or other adverse action against Us that occurs based on your use of the Service, violation of this Policy, violation of applicable law, and/or threatened infringement of any third-

parties' intellectual property rights. Such indemnification obligation shall include all of Our costs, expenses, and fees, including expert and attorneys' fees.

### **Enforcement**

A violation of this Policy may result in adverse consequences, including but not limited to the disconnection, suspension or termination of your Services. Additionally, during any suspension or termination, you will not be entitled to any refund and will be deemed to have forfeited all fees paid to us. We may report evidence of illegal activities to the appropriate law enforcement authorities.

In accepting this Policy and use of the Services, you agree that We are able to interpret and enforce this Policy in our sole discretion.

If we retain legal counsel to assist in the enforcement of this Policy, you agree that We are entitled to our attorneys' fees.

### **Policy Modifications**

Sytek reserves the right to modify this policy at any time including rate changes. Subscribers will receive prompt notification of all changes. Your continued usage of the Services after such notice confirms your acceptance of any modifications to this Policy.

### **Venue and Law**

This Policy shall be interested under the laws of the State of Minnesota. Any dispute about this Policy shall be exclusively venued in the state and federal courts with jurisdiction in Upsala, Minnesota.

### **Information**

You may address any questions related to this Policy to:

Sytek  
P.O. Box 277  
Upsala, MN 56384  
E-mail: [sytek@sytekcom.com](mailto:sytek@sytekcom.com)