

Home TeleNetworks, Inc. Internet Acceptable Use Policy

The purpose of this Acceptable Use Policy (AUP) is to inform our customers of our expectations regarding their use of the Internet through the Home TeleNetworks, Inc. (HomeTel) Network. It is binding on all users of the HomeTel Network. This policy should be read in conjunction with the HomeTel Internet Access Agreement, and all other published HomeTel policies.

Notice Any Violation(s) of This Acceptable Use Policy May Result In Immediate Suspension or Termination of Your Account

If you find any material on HomeTel's website, or any website hosted on HomeTel's web servers, that you believe to be inaccurate, constitutes copyright infringement or otherwise violates your intellectual property rights, we encourage you to bring it to our attention so that we may investigate. HomeTel's designated agent for notice of a claim of copyright infringement is:

Rachel Watson
Email: admin@hometel.com
US Mail: 501 North Douglas Street, PO Box 215, St. Jacob, IL 62281
Phone: 618-644-2111
Fax: (618) 644-9525

If we receive written notice that contains substantially all of the following information, we will act expeditiously to remove the material alleged to be infringing:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; and

Identification of the material that is claimed to be infringing or to be the subject of infringing activity that is located on HomeTel's system or network and that is to be removed, and information reasonably sufficient to permit HomeTel to locate the material; and

Information reasonably sufficient to permit HomeTel 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; and

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.

In addition, if you believe that you have found a site or received a transmittal that otherwise violates the AUP, the reporting procedures are as follows.

Notify abuse@hometel.com concerning the nature of the abuse. Please provide all pertinent information. If the abuse is on an Internet site, please provide the URL address. If the abuse is in e-mail form, please forward the e-mail to us in its entirety.

All complaints of abuse must be 1st person or the parent/guardian of a minor.

All complaints must be submitted by e-mail. No action will be taken on complaints communicated by telephone or person to person.

Acceptable Usage

You may use your account for communications, research, public relations, education, and entertainment. This statement describes certain uses which are consistent with the purposes of the Internet. It is not intended to exhaustively list all such possible uses or abuses. We expect our subscribers to respect the culture and civility of communications and disclosure on or through the Internet. We expect our subscribers to maintain respect for privacy, legal issues, and courtesy to other Internet users and network resources.

Ethical Guidelines

We expect you to:

- obey all federal and state laws regarding your use of the Internet and information obtained or transmitted through the Internet.
- respect the ownership of information including copyright and license agreements.
- be courteous in your use of others and their right to voice those opinions.
- respect the culture and civility of communication and disclosure on or through the Internet.

Courtesy Please

You must be courteous in your use of the Internet. Please:

- respect the privacy of other users. For example, you should not intentionally seek information about, obtain copies of, or modify files, other data, or passwords belonging to other users, or represent yourself as another user unless explicitly authorized to do so by that user.
- respect the legal protections provided by copyrights and licenses to programs and data.
- use the Internet in ways consistent with ethical guidelines and accepted community standards; malicious use is not acceptable.
- follow the Acceptable Use Policies of any networks you may use as File Transfer Protocol (FTP) or Telnet site.
- be aware that many networks are production or communications networks that many people rely on for business, education, or communications; uses that significantly interfere with the ability of others to make effective use of the network are not acceptable.
- assume that information and resources are private to the individuals and organizations which own or hold rights to those resources and information unless permission to do so has been granted by the owners or holders of rights to those resources or information.

Illegal Usage of HomeTel's Network

HomeTel neither censors nor precludes any content passing through its network. However, HomeTel will not allow any user to use the HomeTel Network in a manner that is illegal, or infringes on the rights of others. HomeTel will cooperate with legal authorities in the investigation of any suspected criminal or civil infringements. All subscribers and any third parties using their HomeTel account are responsible and accountable for any activity that violates this Acceptable Use Policy.

The following are examples of unacceptable illegal use and is not all inclusive:

Copyright, Patent, Trademark, Trade Secret, or Intellectual Property Rights:

The Digital Millennium Copyright Act [17 U.S.C. § 512(c)] sets forth HomeTel's responsibilities and duties as an ISP. The act requires HomeTel to take down any content on our servers that is properly alleged to be a copyright infringement, and we can only restore the content upon receipt of proper counter-notice. To notify us of a suspected infringement please contact us using the steps outlined above.

Fraud:

Fraud is making a knowing misrepresentation or misleading statement, writing or activity with the intent that the person receiving it will act upon it.

Child Pornography:

[18 U.S.C § 2256] defines child pornography as any visual depiction, including any photograph, film, video, picture, or computer or computer-generated image or picture, whether made or produced by electronic, mechanical, or other means, of sexually explicit conduct, where (A) the production of such visual depiction involves the use of a minor engaging in sexually explicit conduct; (B) such visual depiction is, or appears to be, of a minor engaging in sexually explicit conduct; (C) such visual depiction has been created, adapted, or modified to appear that an identifiable minor is engaging in sexually explicit conduct; or (D) such visual depiction is advertised, promoted, presented, described, or distributed in such a manner that conveys the impression that the material is or contains a visual depiction of a minor engaging in sexually explicit conduct. Such visual depictions are illegal to possess, produce, receive, transport or distribute by any means, including computer.

Illegal Software Exportation:

All users must comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the HomeTel Network (i.e., data encryption software).

Prohibited Usage of HomeTel's Network

HomeTel will not tolerate any conduct that constitutes invasion of privacy, or otherwise compromises the security of our users, our Network or its resources. Any of the acts listed below, or similar acts, may result in immediate termination of your service.

Hacking/Violation of Privacy/Unauthorized Use:

Including, attempting to access the accounts of others; penetrating or attempting to penetrate security measures of other computer systems, whether or not the intrusion results in corruption or loss of data; actual or attempted unauthorized entry and/or use of another company's and/or individual's computer system.

Abusive E-mail:

E-mailing in bulk, whether solicited or unsolicited, is prohibited. Sending unsolicited commercial E-mail to multiple recipients or any other activities that negatively impact our mail system's performance will not be tolerated. Other examples of abusive e-mail include: (1) sending messages likely to result in the loss of recipients' work or system; (2) malicious impediments to another person's use of electronic mail services or news media (e.g. Mail Bombing); (2) forging any message header, in part or whole, originating or passing through the AIT Network; (3) using e-mail to engage in Ponzi Schemes, Chain letters, or Pyramid Schemes; and (4) broadcasting messages to lists or individuals that have not explicitly expressed an interest in such messages, particularly where such use causes congestion of the networks or otherwise interferes with the work of others.

Distribution of Spyware/AdWare, Etc.:

HomeTel has a zero-tolerance for E-mail and Network resource violations. Violators' accounts will be promptly terminated without notice. Such activity includes, but is not limited to: (1) to intentionally develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system; (2) the use of software or any device that would facilitate a continued connection with the HomeTel Network, including, but not limited to pingging.

Commercial Use

Unsolicited advertising is not acceptable. Advertising is permitted on some mailing lists and news groups if they explicitly allow advertising. Announcements of new products or services are acceptable.

Ownership/Copyright

Information available on HomeTel's Network is the property of HomeTel. Subscribers shall not redistribute, reproduce, or commercially exploit such information without express written permission of its owner.

Subscribers submitting information owned by Subscribersr for publication on HomeTel's Network grants HomeTel non-exclusive permission to distribute the information product worldwide. Subscriber retains all rights Subscriber may have to such information.