# ACCEPTABLE USE POLICTY (AUP)

BY USING THE INTERNET ACCESS OFFERED BY IOWA LAKES ELECTRIC COOPERATIVE, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, DO NOT USE INTERNET ACCESS OFFERED BY IOWA LAKES ELECTRIC COOPERATIVE AND TERMINATE YOUR SERVICE IMMEDIATELY.

THE SOFTWARE AND DOCUMENTATION ARE PROVIDED FOR USE ONLY (I) WITH THE INTERNET ACCESS SERVICE INITIALLY OFFERED BY IOWA LAKES ELECTRIC COOPERATIVE IN CONJUNCTION WITH THE DISTRIBUTION OF THE SOFTWARE AND DOCUMENTATION AND (II) IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. NO RIGHT OR LICENSE IS GRANTED TO USE THE SOFTWARE OR DOCUMENTATION WITH ANY OTHER INTERNET ACCESS.

GRANT
Iowa Lakes Electric Cooperative hereby grants non-exclusive, non-transferable, limited license to access the Internet through Iowa Lakes Electric Cooperative's network and a non-exclusive license to use its accompanying software product and accompanying documentation on the following terms:

**You may:**

use the Software only with the Internet service initially offered by Iowa Lakes Electric Cooperative in conjunction with the distribution of the Software and Documentation of Iowa Lakes Electric Cooperative's Internet Services, with which it is bundled; use the Software on any single computer; use the Software on a second computer so long as the first and second computers are not used simultaneously; or copy the Software for archival purposes, provided any copy contains all the original Software's proprietary notices.

**You may not:**

use the Software or Documentation in conjunction with any Internet access or other network service, other than Iowa Lakes Electric Cooperative's Internet Services permit individuals outside your household to use the Software except under the terms above;modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), or create derivative works based on the Software or Documentation;copy the Software or Documentation (except for back-up purposes); rent, lease, transfer or otherwise transfer rights to the Software or Documentation; or remove any proprietary notices or labels on the Software or Documentation.

TITLE
Title, ownership rights and intellectual property rights in and to the Software and Documentation will remain with Iowa Lakes Electric Cooperative and/or its suppliers. The copyright laws of the United States and international copyright treaties protect the Software. Title, ownership rights and intellectual property rights in and to the content accessed through the Software or through Iowa Lakes Electric Cooperative's Internet Services are the property of the applicable content owner and may be protected by applicable copyright or other law. This license gives you no rights to such content. You retain any rights you may have in data posted by you to the Internet.

NO ASSIGNMENT
The benefits or rights conferred by this agreement are non-transferable and non-assignable. The connectivity provided is expressly limited to you. Resale or use of this connection by another person or persons is prohibited.

DEFINITION OF SERVICES
Single Dial-up Internet Services provide Internet access to one user on one computer for a single dial-up session. Single Dial-up Internet Services include Residential Basic Service, Residential Standard Service, Educational Dial-up Service, Business Single Dial-up Service, and other single dial-up services that may be provided from time to time. Multiple User Internet Services provide Internet access to one or more users on one or more computers for single or multiple simultaneous sessions. Business Virtual Direct Service is a Multiple User Internet Service that provides Internet access through a single dial-up session. Business Direct Services are Multiple User Internet Services that provide Internet access through a direct connection.

CHARGES AND BILLING
A valid credit card may be required to open an account for Single Dial-up Internet Services. A completed Internet Services Application is required for Multiple User Internet Services.

You agree to pay Iowa Lakes Electric Cooperative all charges relating to use of your account(s). Single Dial-up Internet Service charges will be according to rates and prices published online at the time of use. Charges for Multiple User Internet Services will be as stated in the Internet Services Application or as otherwise agreed in writing by the parties. Charges for other services, such as promotional offerings and other services to be offered from time to time, will be according to prices published at the time.

Charges at the date of invoice will include the next month's access fee, the next month's other recurring charges, and additional usage charges incurred during the prior month, if any. Your first bill will be prorated according to the days of service left in Iowa Lakes Electric Cooperative's billing period.

For Single Dial-up Internet Services, you may elect payment by bank draft, credit card, debit card, check or money order. Iowa Lakes Electric Cooperative will send you an invoice by U.S. Mail setting forth all charges incurred by you at the end of each Iowa Lakes Electric Cooperative billing cycle. You are solely responsible for informing Iowa Lakes Electric Cooperative of new expiration dates and account numbers on your listed credit card, debit card, or bank draft accounts as appropriate. You are responsible for keeping Iowa Lakes Electric Cooperative updated when your listed credit card has no remaining credit.

Iowa Lakes Electric Cooperative will charge $30 for all returned checks and for bank drafts declined by your bank, and your account will be subject to immediate suspension. Iowa Lakes Electric Cooperative will charge a $30 processing fee for all credit card or debit card transactions that are either denied or cannot be processed for any reason, and your account will be subject to immediate suspension. If payment is not received by the date due, your account is delinquent and subject to an interest charge of 1.5% per month on the outstanding balance. If your state law does not allow an interest rate of 1.5% per month, the maximum allowable rate for your state will be charged.

If you default, you are liable for any and all attorney fees, court costs and collection agency fees or commissions if Iowa Lakes Electric Cooperative has to employ these methods in order to collect debts owed to Iowa Lakes Electric Cooperative under this Agreement. Accounts cancelled due to non-payment will be reported to a credit reporting agency.

You agree to pay a fine of $500 for flagrant disregard of Iowa Lakes Electric Cooperative's Allowable Use Policy as contained in this Agreement. It is at Iowa Lakes Electric Cooperative's sole discretion what constitutes flagrant disregard of allowable use.

OTHER CHARGES
You are responsible for any local or long distance phone charges accrued in connecting to Iowa Lakes Electric Cooperative. Iowa Lakes Electric Cooperative is not responsible for any phone charges unintentionally incurred by any subscriber for any reason. You also are responsible for providing all equipment, including computer hardware and software, used in connecting to Iowa Lakes Electric Cooperative.

LIMITATION OF LIABILITY
Iowa Lakes Electric Cooperative exercises no control whatsoever over the content of the information accessed through Iowa Lakes Electric Cooperative's Internet Services. Iowa Lakes Electric Cooperative's Internet Services are provided on an "as is, as available" basis, without warranty of any kind, expressed or implied, including, but not limited to, the warranties of performance, merchantability and fitness for a particular purpose. Iowa Lakes Electric Cooperative and/or contributors will have no liability whatsoever to you for any claim(s) relating in any way to (i) your inability or failure to perform research or related work or to work properly or completely, or (ii) any lost profits or consequential, exemplary, incidental, indirect or special damages relating in whole or in part to your rights hereunder or use of, or inability to use, Iowa Lakes Electric Cooperative's Internet Services. Iowa Lakes Electric Cooperative will not be responsible for any damage suffered by you, including, but not limited to, loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via Iowa Lakes Electric Cooperative's Internet Services is at your sole risk. Iowa Lakes Electric Cooperative specifically disclaims any responsibility for the accuracy or quality of information obtained through Iowa Lake Electric Cooperative's Internet Services.

Under no circumstances and under no legal theory, tort, contract or otherwise, will Iowa Lakes Electric Cooperative or its suppliers or resellers be liable to you or any other person for any indirect, special, incidental or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, or for any damages in excess of Iowa Lakes Electric Cooperative's list price for a license to the Software and Documentation, even if Iowa Lakes Electric Cooperative will have been informed of the possibility of such damages, or for any claim by any other party. This limitation of liability will not apply to liability for death or personal injury to the extent applicable law prohibits such limitation. Furthermore, some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to you.

ALLOWABLE USE
Iowa Lakes Electric Cooperative will publish its Customer Agreement, including the Allowable Use Policy, on www,ilec.coop. These policies may be revised from time to time. You agree to abide by Iowa Lakes Electric Cooperative's policies concerning use of Iowa Lakes Electric Cooperative's Internet Services as published on line at the time of use.

Iowa Lakes Electric Cooperative's Internet Services may only be used for lawful purposes. Transmission of any material in violation of any federal or state statute or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless Iowa Lakes Electric Cooperative from any claims resulting from your use of Iowa Lakes Electric Cooperative's Internet Services.

Commercial advertisements are unwelcome in most Usenet discussion groups and on most e-mail mailing lists. Inappropriate posting may result in account suspension or cancellation. See the newsgroup or mailing list's charter for

whether advertising is allowed or not. "Spamming," or sending a message to many different off-topic newsgroups, is not allowed. Sending a message, especially an advertisement, to more than five recipients, is considered by itself spamming unless the individuals have specifically requested to be added to a mailing list on that topic. E-mail is a person-to-person medium, not a broadcast medium. Unsolicited advertisements via e-mail, or via discussion groups whose charter does not explicitly allow advertisements, are not allowable.

Violations of Iowa Lakes Electric Cooperative's Customer Agreement and allowable use policies will result in account suspension or cancellation and fines as states in Charges and Billing.

RESPONSIBILITY FOR ACCOUNT USE
You are responsible for all use of your account(s) and confidentiality of password(s). Iowa Lakes Electric Cooperative will suspend or change access upon notification that your password has been stolen, lost or otherwise possibly compromised. Iowa Lakes Electric Cooperative is not responsible for your personal files residing online on Iowa Lakes Electric Cooperative owned and controlled computers. You will be responsible for independent backup of your data stored online. You will be responsible for all access to and use of Iowa Lakes Electric Cooperative's Internet Services by your personnel or by means of your equipment, whether or not you have knowledge of or authorize such access or use.

If the subscriber is less than 18 years of age, the application must be signed and these terms agreed to by a parent or legal guardian, who is responsible for all charges related to the use of subscriber's account(s).

UNAUTHORIZED USE OF ACCOUNT
Iowa Lakes Electric Cooperative will strongly react to any use or attempted use of an Internet account or computer without the owner's authorization. Such attempts include "social engineering" (tricking other people into releasing their passwords), password cracking, security hole scanning, denial-of-service attacks (ping-flooding, sending packets with an illegal packet size, UDP flooding, half-open TCP connection flooding, etc.) and the like.

Harassment or abusive use of e-mail and other Internet services are not allowed. Iowa Lakes Electric Cooperative will handle incidents of harassment on a case-by-case basis, consulting with all parties involved.

Any unauthorized use of accounts or computers by a Iowa Lakes Electric Cooperative customer, whether or not the attacked account or computer belongs to Iowa Lakes Electric Cooperative, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and legal action, according to the seriousness of the attack.

LIMITATIONS ON RESOURCE USAGE
You must comply with all current bandwidth, data storage, and other limitations on the Service established by Iowa Lakes Electric Cooperative and its suppliers.

You must ensure that your activity (including, but not limited to, use made by you or others of any Personal Web Features) does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of Iowa Lakes Electric Cooperative) an unusually large burden on the network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede Iowa Lakes Electric Cooperative's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network Services.

Disk space for storage of web pages is available in amounts specific to each Internet service package. Use of excess space will be charged on a monthly basis according to rates and prices published online at the time of use. Iowa Lakes Electric Cooperative reserves the right to remove files that exceed allowed limits.

E-MAIL PRIVACY
Electronic mail passes through multiple mail servers on the Internet as it passes from source to destination. Privacy can never be guaranteed from every possible mail server; therefore, users seeking total privacy should use some encryption scheme to render messages unreadable by eavesdroppers. With regards to Iowa Lakes Electric Cooperative's mail servers, Iowa Lakes Electric Cooperative places a high value on privacy and will only examine users' mail when absolutely required, for example when troubleshooting e-mail delivery problems or being presented with a search warrant for the information.

Prohibited Uses and Activities
Prohibited uses include, but are not limited to, using the Service, Customer Equipment, or the WildBlue Equipment to:
(i) undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening, defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, federal or international law, order or regulation;

(ii) post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;

(iii) access any other person's computer or computer system, software, or data without their knowledge and consent; breach the security of another user; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts;

(iv) use or distribute tools designed or used for compromising security, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorized by the destination host and/or network. Unauthorized port scanning, for any reason, is strictly prohibited;

(v) upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner;

(vi) copy, distribute, or sublicense any software provided in connection with the Service by WildBlue or any third party, except that you may make one copy of each software program for back-up purposes only;

(vii) restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;

(viii) restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any WildBlue (or WildBlue supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any WildBlue (or WildBlue supplier) facilities used to deliver the Service;

(ix) resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (i.e. wi-fi, or other methods of networking), in whole or in part, directly or indirectly, or on a bundled or unbundled basis. The Service is for personal and non-commercial use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose, or as an end-point on a non-WildBlue local area network or wide area network;

(x) connect multiple computers behind the cable modem to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of this Policy or an applicable Service plan;

(xi) transmit unsolicited bulk or commercial messages or "spam." This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;

(xii) send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files to a recipient that disrupts a server, account, newsgroup, or chat service;

(xiii) distribute programs that remove locks or time-outs built into software (cracks);

(xiv) run programs, equipment, or servers from the Premises that provide network content or any other services to anyone outside of your Premises LAN (Local Area Network), also commonly referred to as public services or servers. Examples of prohibited services and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;

(xv) initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme;

(xvi) participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;

(xvii) collect responses from unsolicited messages;

(xviii) impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, forge any TCP/IP packet header (or any part of the header information in an email or a newsgroup posting) or gain access to any account or computer resource not belonging to you (e.g., "spoofing") or otherwise hack, crack into, monitor, access, use, probe, or scan without authorization any system, network, data, traffic or security authentication measure or perform any other similar fraudulent activity;

(xix) service, alter, modify, or tamper with the WildBlue Equipment or Service or permit any other person to do the same who is not authorized by WildBlue;

(xx) connect the WildBlue Equipment to any computer outside of your Premises;

(xxi) collect, or attempt to collect, personal information about third parties without their consent;

(xxii) interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host; and

(xxiii) violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

WEB SERVICE
Iowa Lakes Electric Cooperative provides personal web space to dial-up customers. Iowa Lakes Electric Cooperative includes web service in its enhanced packages and hosts commercial web pages for a fee. In all cases, the web pages reside on Iowa Lakes Electric Cooperative's computer equipment, giving Iowa Lakes Electric Cooperative some ethical responsibility for the content of such pages. Iowa Lakes Electric Cooperative will handle potentially inappropriate web pages on a case-by-case basis. Examples of inappropriate information include downloadable virus code and obscene materials.

Personal web space provided under any Residential Service may not be used for purposes that can be deemed as an attempt to sell a product or service. Only web space provided under non-Residential Services account may be used for commercial activity.

Iowa Lakes Electric Cooperative grants you non-exclusive, non-transferable, limited license to store documents on a Iowa Lakes Electric Cooperative Internet World Wide Web server, and to use the server at burst bandwidth speeds up to Iowa Lakes Electric Cooperative's full capacity. Iowa Lakes Electric Cooperative will bill for usage in accordance with rate and prices published online at the time of use.

TERM AND TERMINATION
This agreement will become effective on the date the service application is entered into Iowa Lakes Electric Cooperative's system (no later than the end of one business day after receipt of application). Iowa Lakes Electric Cooperative, at its sole discretion, may terminate this agreement immediately or suspend your access to the service upon any breach of this Agreement by you.

You are responsible for notifying Iowa Lakes Electric Cooperative of your wish to terminate your account if desired. Charges will continue to accrue until your notification to Iowa Lakes Electric Cooperative of account termination, or until your account is cancelled due to non-payment as stated in "Charges and Billing." If your account is cancelled due to non-payment, you will be in default and subject to any and all late fees and collection fees payable by you under this Agreement.

Licenses granted hereunder will terminate automatically if you fail to comply with the limitations described herein. Upon termination, you must destroy all copies of the Software and Documentation.

EFFECT OF AGREEMENT
This Agreement (which will include the current and future Schedules hereto) represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them.

MODIFICATION OF TERMS AND CHARGES
Iowa Lakes Electric Cooperative reserves the right to change rates or otherwise modify provisions of this Agreement by notifying you at least thirty (30) days before the effective date of the change, by written or online notice. Your use of Iowa Lakes Electric Cooperative's Internet Services after such notice will constitute your acceptance of the modifications to this agreement.

FORCE MAJEURE
Iowa Lakes Electric Cooperative's performance hereunder is subject to interruption and delay due to causes beyond its reasonable control such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor disputes, inability to obtain necessary supplies and the like.

SEVERABILITY
If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable, and all other provisions are unaffected.

COPYRIGHT INFRINGEMENT
Iowa Lakes Electric Cooperative is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Iowa Lakes Electric Cooperative's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Iowa Lakes Electric Cooperative believes in its sole discretion is infringing these rights. Iowa lakes Electric Cooperative may terminate the Service at any time with or without notice for any affected customer or user.