



Windstream Communications, Inc. and its affiliates and subsidiaries ("Windstream," "we," or "us") appreciate the opportunity to provide you with a connection to the Internet. This Acceptable Use Policy, together with the terms and conditions for your Internet service, provide guidelines for your conduct on the Internet as a Windstream customer. For ease of reference, this policy also addresses the following specific topics:

Section 1: Privacy
Section 2: Email and Related Services
Section 3: Account Usage
Section 4: User Conduct (Hacking & Attacks) Section 5:
Digital Millennium Copyright Act

We reserve the right to modify this Acceptable Use Policy from time to time, and such changes will be effective when they are posted on this site.

To preserve the integrity of our Internet service, we may take action against you, including the cancellation of your Internet service account, if you, or anyone using your Windstream Internet account:

- engages in any conduct that is inappropriate or interferes with our Internet service or the use and enjoyment of the Internet by others;

OR, violate any of the following:

- this Acceptable Use Policy;
- the terms and conditions for your Internet service;
- any law governing your conduct on the Internet; or
- the policies of any network accessed through our Internet service, including our upstream providers.

If such conduct results in damages to Windstream, you may be required to reimburse Windstream for such damages including legal fees, subject to a minimum fee of \$500.00. You may also be charged an activation fee or further deposits to reconnect a suspended account. Through your Internet account, you will use networks or access information and other services that are not owned or controlled by Windstream. We are not responsible in any manner for the content or accuracy of information or services from sources that we do not control. We reserve the right to investigate any Internet usage that we believe may violate this Acceptable Use Policy, our Terms and Conditions Agreement for service, or any applicable laws or regulations. We also reserve the right to remove or restrict access to any material that we believe is illegal, that may subject us to liability, or that violates this policy.

You are prohibited from uploading, transmitting, or distributing images containing child pornography utilizing an Internet connection provided by Windstream. If Windstream receives a complaint of child pornography regarding your use of the Internet, and if child pornography is apparent in the complaint, Windstream will terminate your Internet service account immediately. Further, we will report the complaint, any images received with the complaint, your subscriber information, including your screen name or user identification, your location, your IP address, and date, time, and time zone that the images were uploaded or distributed to the National Center for Missing and Exploited Children for investigation and to any applicable law enforcement agency. We have no duty to contact you if we report your activities to the National Center for Missing and Exploited Children or a law enforcement agency, and will not do so.

If you have any questions regarding this Acceptable Use Policy, or wish to report a suspected violation of this policy, you may contact abuse@windstream.net. If you would like to report possible distribution or uploading of child pornography to Windstream, please e-mail cp-abuse@windstream.net.

SECTION 1: PRIVACY

Any information transmitted through the Internet, including information about you, can be intercepted by unwanted third parties. There is no guarantee that you or Windstream can prevent this. We provide certain security measures to reduce the risk that information about you is intercepted by others.

In an effort to protect your privacy, we:

- use security techniques designated to prevent unauthorized access of information about you.
- will honor your requests to remove your name from our telephone or mail or e-mail solicitation lists, or to stop anonymous monitoring as described below.
- do not collect individually-identifiable information about you unless you provide it to us.
- do not sell the names and addresses of our customers, or visitors to our sites, to others without providing information of that disclosure when the individually identifiable information is collected.
- do not provide customer information to other companies with which we do business without an understanding that they will respect your privacy.



Cookies

A cookie is a small, encrypted data string a server writes to your hard drive that contains your unique User ID. If you do not want cookies attached to your hard drive, you may be able to change the settings on your browser to do so. However, keep in mind that cookies may be required to complete functions on certain sites on the Internet. We may use cookies at certain sites to deliver information to you or to control access to your personal transactions, like a shopping cart that includes items you intend to purchase. We do not control how others use cookies.

Access to Information

If you would like to review information that we have collected about you, you may request to do so at support@Windstream.net. We will consider each request on a case-by-case basis, considering the type of information involved, its sensitivity and any other relevant factors. If we agree to provide this information to you, we may require that you comply with certain security measures. If information we have collected about you is incorrect, we will make all reasonable efforts to correct it.

Children

The Internet contains information and material that may be inappropriate or offensive to children. We strongly recommend that you supervise and monitor your children's use of the Internet. Windstream has partnered with McAfee to offer the Windstream Security Suite. Click here for more information or to download the Windstream Security Suite.

If you would like more information on this topic you may find the following web sites helpful:

- www2.Windstream.net/mcafee/ (PC Security programs available to help protect your PC and information while using the Internet)
- www.getnetwise.org (tips, tools, age-appropriate or kid-friendly web sites and how to report on-line trouble)
- www.safeshopping.org (security tips)

SECTION 2: E-MAIL AND RELATED SERVICES

Windstream expects its customers to comply with the following generally accepted "network friendly" practices when using e-mail, Newsgroup and Internet Relay Chat (IRC) services.

E-mail

As a Windstream customer, you may not:

1. Send a harassing or unwanted solicitation by e-mail.
2. Send the same (or substantially similar) unsolicited e-mail message to an excessive number of recipients. This practice is known as "Spamming."
3. Send multiple unwanted e-mail messages to the same address, or send any e-mail that provokes a complaint to Windstream from the recipient.
4. Continue to send e-mail to a specific address after the recipient or Windstream has requested you to stop such transmissions.
5. Falsify your e-mail address, or any other identification information, while using our service.
6. Use e-mail to originate chain e-mails or originate or forward pyramid-type schemes.
7. Use a mail server to relay or intercept e-mail without the expressed permission of the owner, or operate a mail server to relay or intercept e-mail.
8. Place your web site address, which you have hosted through Windstream, on unsolicited commercial messages
9. Commit any criminal act using your e-mail account.

Windstream reserves the right to cancel e-mail messages and/or restrict the size of e-mail distribution lists. If any of the above are violated, Windstream can cancel your Internet or e-mail account at any time.

Newsgroups

Newsgroup spamming also places an unnecessary burden on system resources. Cross-posting the same (or a substantially similar) article to multiple Newsgroups is considered Spamming and is prohibited. We reserve the right to restrict access to any Newsgroups or IRC services. Many Newsgroups prohibit posting of commercial advertisements or solicitations. Usenet policy prohibits off-topic posting of articles. You are required to comply with both Newsgroup(s) and Usenet's policies. Usenet policies can be viewed at <http://www.usenetserver.com>.

IRC

You may not use IRC bots, or violate any policy of an IRC server, when using our service, including use of IRC-based telephony and videoconferencing. It is your responsibility to determine the acceptable use policies for any IRC server to which you connect.



SECTION 3: ACCOUNT USAGE

Usage

Your Windstream Internet account may only be used according to your service plan. Unlimited Access accounts may not be used as "dedicated" connections. We have several dedicated service solutions for you to consider if you desire continuous access to the Internet. We may end an Internet session following periods of inactivity to minimize the burden on the network. The use of automated intervention, such as software or hardware devices-for the purpose of maintaining a connection to the service is strictly prohibited.

Personal web space is limited to 10 megabytes per Internet account. Personal web space shall be used for non-commercial use only. Windstream reserves the right to restrict access to sites that are being used for commercial use. Commercial web space size is dependent on the web-hosting package purchased by the customer. In addition, any web space material that is offensive, inappropriate or suspected to be illegal is prohibited and will be removed immediately. If a personal page receives an inordinately large number of hits, the owner of said page will have the option of moving the page to our commercial section or remove the page from their home directory.

Passwords

You are solely responsible for maintaining the confidentiality of your account I.D. and passwords. Subscribers should not provide their login and password for use by others outside of their immediate business or household. You must notify us immediately if your account I.D. and/or password have been lost, stolen, or otherwise compromised. Simultaneous use of our service by multiple users with a single login and password is not allowed. Reselling or sharing, in whole or in part, access to your Internet account or Internet connectivity without our expressed written consent is prohibited.

Internet Software

Windstream is not a software licensor, and the license agreement for your Internet software is not a part of your service agreement with us. This means that your software license agreement may either remain in effect or terminate independently from your Internet service.

We are not responsible for technical support or the integrity of any files or software that you obtain from any other source. It is your responsibility to determine whether any software that you intend to use, including any program that you intend to download from the Internet, is compatible with your computer and can be installed correctly and safely.

We strongly recommend that you review the documentation accompanying any software before you attempt to install it.

SECTION 4: USER CONDUCT (HACKING & ATTACKS)

Windstream has a "zero tolerance" policy regarding hacking and attacks. "Hacking" is any unauthorized attempt to monitor, access or modify computer system information or interference with normal system operations, whether this involves Windstream equipment or any computer system or network that is accessed through our service. An "Attack" is any interference with Internet service to any user, host or network, including mail bombing, ping flooding, broadcast attempts or any attempt to overload a system to interrupt service. The following are examples of activity that we consider indicative of Hacking or Attacks:

1. Satan or port scans, full, half, FIN or stealth. (packet sniffing)
2. SubSeven port probes.
3. BO scans or attacks.
4. Mail host relay use or hi-jacking.
5. Telnet, FTP, Rcommands, etc. to internal systems.
6. Attempts to access privileged or private TCP or UDP ports.
7. Multiple and frequent finger attempts.
8. User ID/Password cracking or guessing schemes.
9. Virus, worms and Trojan horse attacks.
10. Smurf, teardrop and land attacks.

It is your responsibility to implement and maintain up-to-date security procedures for your network or system to minimize Hacking, Attacks and other related activities. If you fail to do so, you may be responsible for the resulting consequences.

Windstream is not responsible for your equipment, hardware, or software associated with your Internet access. Windstream has partnered with McAfee to offer the Windstream Security Suite to protect your computer for an additional fee. Please click here for more information on the software packages available.



SECTION 5: DIGITAL MILLENIUM COPYRIGHT ACT

The Digital Millennium Copyright Act of 1998 ("DMCA") provides recourse for owners of copyrighted material who believe their rights under U.S. copyright law have been infringed on the Internet or other telecommunications net- works.

As a provider of transitory digital communications, Windstream's activities are typically protected by a safe harbor pro- vision of the DMCA (see 17 U.S.C. 512 (a)). Windstream is therefore not obligated to respond to a copyright owner (or the owner's agent) nor does Windstream have a duty to remove or disable access to material transmitted, routed or connected to the Windstream network(s) that is initiated and/or directed by an individual user.

If you believe that Windstream has infringed your copyrighted work in a way that does not fall within the applicable DMCA safe harbor provision, please provide notice to our Designated Copyright Agent. The notice must include the following information as required by the DMCA (see 17 U.S.C. 512 (c)(3)). In addition, the notice should include the basis for your belief that Windstream is not merely providing transitory digital communications under 17 U.S.C. 512 (a) of the DMCA:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a singled notification, a representative list of such works at that site;
- Identification of 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 the service pro- vided to locate the material;
- Information reasonably sufficient to permit the service provider 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;
- A statement that the complaining party has 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;
- 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.

NOTE: The Designated Copyright Agent should only be contacted with respect to copyright-infringement matters. The Designated Copyright Agent will not respond to general inquiries. The Designated Copyright Agent(s) for Windstream may be reached as follows:

Windstream Communications, Inc.
11001 Executive Center Drive
Mailstop: 6149-B1F1-C
Little Rock, Arkansas 72211
Attention: Designated Copyright Agent

By fax: 888-738-2873
By e-mail: abuse@windstream.net

Counter Notification To Claimed Copyright Infringement

If a copyright infringement notice has been wrongly filed against you as a result of mistake or a misidentification of the material, you may file a counter notification with our Designated Copyright Agent at the address noted above. The counter notification must provide the following information:

- Physical or electronic signature of the subscriber;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- The subscriber's name, address, telephone number and e-mail address, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.