



TWIN VALLEY

ACCEPTABLE USE POLICY

Twin Valley (the “Company”), has formulated this Acceptable Use Policy (“Policy”) in order to provide for the responsible use of the Company’s networks, systems, services, websites and products (collectively, the “Company Services”) by our customers and other users of the Company Services (individually “User” and collectively “Users”), and to enable the Company to provide Users with secure, reliable and productive services. By using the Company Services, Users consent to be bound by the terms of this Policy. The Company reserves the right to modify this Policy in its discretion at any time. Such modification will be effective when posted to the Company Website TwinValley.net or any successor URL(s). Users of the Company Services should regularly visit the Website and review this Policy to ensure that their activities conform to the most recent version. In the event of a conflict between any subscriber or customer agreement and this Policy, the terms of this Policy shall govern. Any use of the Company Services after such posting shall constitute acceptance of such modification.

General Policy. The provisions of this Policy are not meant to be exhaustive. Generally, conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this Policy, is prohibited. The Company reserves the right at all times to prohibit activities that damage the Company’s commercial reputation and goodwill or affect the quality of Company Services or the Company’s ability to provide service.

Suspension; Termination. In order to preserve the integrity of Company’s Services, the Company may take action against a User, including the cancellation of User’s Internet service account, if User, or anyone using User’s Company Services, violates this Policy, the terms and conditions for any agreement, any law governing User’s conduct on the Internet, or the policies of any network accessed through Company Services. Further, if User, or anyone using User’s Company Services, engages in any conduct that interferes with Company Services or the use and enjoyment of the Internet by others, User’s Internet service account also may be cancelled. If such conduct results in damages to the Company, User may be required to reimburse the Company for all such damages, subject to a minimum amount of \$500.00. User may also be charged an activation fee or further deposits to reconnect a suspended or terminated account.

Limitation of Responsibility. Through the Company Services, User will use networks or access information and other services that Company does not own or control. Company is not responsible in any manner for the content or accuracy of information or services from sources that the Company does not control. The Company reserves the right to remove or restrict access to any material that the Company believes is illegal, that may subject the Company to liability, or that violates this Policy or any other Company policy. If User has any questions

regarding this Policy, User may contact Twin Valley Customer Service at 618 6th St., 67342, P.O. Box 515, Clay Center, KS 67342, telephone 800-515-3311, or e-mail us at support@twinvalley.net

Privacy. The Company's Privacy Statement is posted on Company's Website at TwinValley.com/policies. Please refer to this Privacy Statement in connection with the Company's policies concerning the privacy of customer information.

Prohibited Conduct.

- A. **In General.** The Company Services must be used in a manner that is consistent with the intended purposes of Company Services and may be used only for lawful purposes. Users shall not use Company Services in order to: (a) transmit, distribute, or store material in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect Company Services or other Company customers; or (c) that may expose the Company to criminal or civil liability. Users are prohibited from facilitating the violation of any part of this Policy, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this Policy.
- B. **Inappropriate Content.** Users shall not use the Company Services to post, transmit, distribute, or store any information or material, as reasonably determined by the Company, that is inappropriate or objectionable, obscene (including child pornography), offensive, indecent, defamatory, libelous, threatening, harassing, abusive, hateful, racially or ethnically offensive, excessively violent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful.
- C. **Intellectual Property.** Material accessible through Company 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 Company Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If User uses a domain name in connection with any of Company Services, User must not use that domain name in violation of the trademark, service mark, or other rights of any third party.
- D. **Harmful Content/Use.** Users shall not use Company Services to transmit, distribute, or store material that may be harmful to or interfere with Company Services or any third party's networks, systems, services, or websites. Such prohibited harmful content includes, but is not limited to, viruses, worms, or Trojan horses. Additionally, Company Services shall not be used to access or interfere with 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 User, logging into or making use of a server or account User is not expressly authorized to access, or probing the security of other hosts, networks, or accounts.

- E. **Fraudulent/Misleading Content.** Users shall not use Company Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.
- F. **E-Mail and Unsolicited Messages.** Users of Company Services may not: (a) send a harassing or unwanted solicitation by e-mail; (b) send the same (or substantially similar) unsolicited e-mail message to an excessive number of recipients ("Spamming"); (c) send multiple unwanted e-mail messages to the same address, or send any e-mail that provokes a complaint to the Company from the recipient; (d) continue to send e-mail to a specific address after the recipient or the Company has requested User to stop such transmissions; (e) falsify User's e-mail address, or any other identification information, while using Company Services; (f) use e-mail to originate chain e-mails or originate or forward pyramid-type schemes; (g) use a mail server to relay or intercept e-mail without the express permission of the owner, or operate a mail server to relay or intercept e-mail; or (h) place User's website address, which User has hosted through the Company, on unsolicited commercial messages. The Company reserves the right to cancel e-mail messages and/or restrict the size of e-mail distribution lists. 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. The Company reserves the right to restrict access to any Newsgroups or Internet Relay Chat ("IRC") services. Many Newsgroups prohibit posting of commercial advertisements or solicitations. User is required to comply with Newsgroup's policies. User may not use IRC bots, or violate any policy of an IRC server, when using Company Services, including use of IRC-based telephony and videoconferencing. It is User's responsibility to determine the acceptable use policies for any IRC server to which User connects.

Third Party Rules. Users may have access through Company Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, or other services that promulgate rules, guidelines or agreements to govern their use. Users must adhere to any such rules, guidelines, or agreements.

Inappropriate Actions. The Company does not tolerate hacking and attacks. "Hacking" is any unauthorized attempt to monitor, access or modify computer system information or interfere with normal system operations, whether this involves the Company's equipment or any computer system or network that is accessed through Company Services. An "attack" is any interference with Internet service to any User, host or network, including, but not limited to, mailbombing, ping flooding, broadcast attempts or any attempt to overload a system to interrupt service. Inappropriate activity may result in civil or criminal liability. The Company will investigate such activity, and will, as appropriate, involve law enforcement authorities in prosecuting Users involved in inappropriate actions.

Security. User is responsible for any misuse of Company Services. Therefore, User must take steps to ensure that others do not use User's account to gain unauthorized access to Company Services. In all cases, User is solely responsible for the security of any device User chooses to connect to Company Services, including any data stored or shared on that device. It is User's responsibility to implement and maintain security procedures for User's network or system. The Company is not responsible for any loss or damaged caused by hacking, attacks, and other related activities.

Responsibility for Content. The Company takes no responsibility for any material created or accessible on or through Company Services. The Company is not obligated to monitor or exercise any editorial control over such material, but reserves the right to do so. In the event that the Company becomes aware that any such material may violate this Policy and/or expose the Company to civil or criminal liability, the Company reserves the right to block access to such material and suspend or terminate any User creating, storing or disseminating such material. The Company further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that the Company deems responsible for the wrongdoing.

Reporting Violations. Violations of this Policy may be reported to the Company at TwinValley.net.

Enforcement of Policy. The failure of the Company to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. User agrees that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

By signing below, I certify that I have read and agree to abide by the terms included in this agreement.

Customer Name (<i>please print</i>)	Customer Signature	Date
---------------------------------------	--------------------	------

<https://www.twinvalley.com/wp-content/uploads/2023/05/TVT-Acceptable-Use-Policy-040620.pdf>