



















whether customers or not, without notice. However, if the Broadband Service is used in a way that WCTEL or its suppliers, in their sole discretion, believe violates this AUP, WCTEL or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Broadband Service (including but not limited to newsgroups). Neither WCTEL nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not WCTEL's exclusive remedies and WCTEL may take any other legal or technical actions it deems appropriate with or without notice.

WCTEL reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on WCTEL's servers and network. During an investigation, WCTEL may suspend the account or accounts involved and/or remove or block material that potentially violates this AUP. You expressly authorize and consent to WCTEL and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP. Upon termination of your Broadband Service account, WCTEL is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

The failure of WCTEL or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP 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. You agree to indemnify, defend and hold harmless WCTEL and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this AUP. Your indemnification will survive any termination of the Subscriber Agreement.

## **V. Redress and Governing Law**

### **a. Governing Law / Resolution of Disputes - Arbitration**

Any dispute or claim between you, the Customer, and WCTEL arising out of or relating to the service provided in connection with this Acceptable Use Policy or the Subscriber Agreement shall be resolved by arbitration ("Arbitration"), unless otherwise specified in Customer's individual Subscriber Agreement. To the extent that there is a conflict regarding this Arbitration provision, the Customer's individual Subscriber Agreement supersedes the Terms and Policies of the individual Services.

The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The parties agree that no arbitrator has the authority to: (i) award relief in excess of what the Subscriber Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in Arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

**b. Governing Law / Resolution of Disputes - Governing Law**

The Agreement and the relationship between you and WCTEL shall be governed by the laws of the state of South Carolina without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with the Arbitration provision herein, you and WCTEL agree to submit to the personal and exclusive jurisdiction of the courts located within the state of South Carolina and waive any objection as to venue or inconvenient forum. The failure of WCTEL to exercise or enforce any right or provision of this AUP or the Subscriber Agreement shall not constitute a waiver of such right or provision. If any provision of this AUP or the Subscriber Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this AUP or the Subscriber Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service, this AUP or the Subscriber Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**VI. Copyright and Digital Millennium Copyright Act Requirements**

WCTEL is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Broadband Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Broadband Service (or any part of the Broadband 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 WCTEL's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Broadband 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 WCTEL, in its sole discretion, believes is infringing these rights. WCTEL may terminate the Broadband Service at any time with or without notice for any affected customer or user.

**A Notification of Claimed Copyright Infringement**

If you believe that a Web page or Web site hosted by WCTEL is violating your rights under U.S. copyright law, you may file a complaint of such claimed infringement with the WCTEL designated agent in the manner described below.

By Mail:

West Carolina Rural Telephone Cooperative, Inc  
229 Hwy ByPass | PO Box 610  
Abbeville, South Carolina 29620

By telephone: (864) 446-2111

By email: shannon.sears@wctel.net

For your complaint to be valid under the DMCA and for action to be taken by WCTEL, the complainant must provide the following information when forwarding an alleged infringement notice:

- a. A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- b. Identification of the copyrighted work claimed to have been infringed;
- c. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit WCTEL to locate the material;
- d. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address;
- e. 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 law; and,
- f. 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.

(For more details on the information required for valid notification, see 17 U.S.C. § 512(c)(3).)

You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys fees.

**B Counter-Notification to Claimed Copyright Infringement**

If a notice of copyright infringement has been lodged against you, you may file a counter-notification with WCTEL's designated agent at the address listed above. Such counter-notification must contain the following information:

- a. Physical or electronic signature;
- b. 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;
- c. A statement under penalty of perjury that the Member has a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and,
- d. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the federal district in which you are located, and that you will accept service of process from the complainant.

If WCTEL receives a valid counter-notification, the DMCA provides that the removed material will be restored, or access re-enabled.

These terms and conditions define what WCTEL considers improper and or abusive. These terms are non-exclusive and do not attempt to list all actions which can be considered cause for disconnect of services. If you are unsure if a contemplated use or action is permitted, please call our office at 864-446-2111.

WCTEL reserves the right to modify these terms and conditions when necessary.