

# Acceptable Use Policy for High-Speed Internet

## Why is Pinnacle providing this Policy to me?

Pinnacle's goal is to provide its customers with the best business, and residential Fiber Optic Internet service possible. In order to help accomplish this, Pinnacle has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of the Pinnacle High-Speed Internet service (the "Service"). This Policy is in addition to any restrictions contained in the Pinnacle Contract for High Speed Internet (the "Internet Contract").

## What obligations do I have under this Policy?

All Pinnacle High-Speed Internet customers and all others who use the Service (the "customer," "user," "you," or "your") must comply with this Policy. Your failure to comply with this Policy could result in the suspension or termination of your Service account. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify Pinnacle so that it can close your account.

## How will I know when Pinnacle changes this Policy?

Pinnacle may revise this Policy from time to time by posting a new version on the Web site [here](#) or any successor URL(s) (the "www.pinncom.com or www.pinnacletelecom.com Web site"). Pinnacle will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending email announcements or posting information on the [Pinnacle](#) Web site. Revised versions of this Policy are effective immediately upon posting. You can send questions regarding this Policy, to report violations of it, as well as report a child exploitation incident involving the Internet by emailing Pinnacle Management at, [support@pinnacletelecom.com](mailto:support@pinnacletelecom.com)

## I. Prohibited Uses and Activities

### What uses and activities does Pinnacle prohibit?

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or the Pinnacle Equipment, either individually or in combination with one another, to:

#### **Conduct and information restrictions**

- 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 or 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, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation; post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be unlawful; 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 any required permission of the owner;

- Transmit unsolicited bulk or commercial messages commonly known as “spam;”
- Send very large numbers of copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat, or similar service;
- Initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- Participate in the collection of very large numbers of email 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;
- Collect responses from unsolicited bulk messages;
- Falsify, alter, or remove message headers;
- Falsify references to Pinnacle or its network, by name or other identifier, in messages;
- Impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”);
- Violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Web site that you access or use;

#### **Technical restrictions**

- Access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; 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 without express permission to do so;
- Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- Copy, distribute, or sublicense any proprietary software provided in connection with the Service by Pinnacle or any third party, except that you may make one copy of each software program for back-up purposes only;
- Distribute programs that make unauthorized changes to software (cracks);
- Service, alter, modify, or tamper with the Pinnacle Equipment or Service or permit any other person to do the same who is not authorized by Pinnacle;

#### **Network and usage restrictions**

- Restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), 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 use, send, or retrieve information;

- Resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly;
- Connect the Pinnacle Equipment to any computer outside of your Premises;
- 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 abusing operator privileges, and attempts to “crash” a host; and
- Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Pinnacle (or Pinnacle supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Pinnacle (or Pinnacle supplier) facilities used to deliver the Service;
- Denial of Service: Pinnacle account holders should not allow their services to be used for any activity that adversely affects the performance of other users of the Internet. This includes but is not limited to:

Initiating a Denial of Service Attack from a Pinnacle Telecom account.

Instances of behavior or actions that result in a Denial of Service attack on a Pinnacle Telecom account, resource, or network.

Due to the serious and disruptive nature Denial of Service Attacks, network services used for gaming that are the target of a Denial of Service Attack are subject to termination.

## II. Customer Conduct and Features of the Service

### What obligations do I have under this Policy?

In addition to being responsible for your own compliance with this Policy, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device. Pinnacle recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by Pinnacle that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

### How does Pinnacle address inappropriate content and transmissions?

Pinnacle reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of Sections I or II of this Policy, or otherwise harmful to Pinnacle’s network or customers using the Service, regardless of whether this material or its

dissemination is unlawful so long as it violates this Policy. Neither Pinnacle nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, email, file transfer, blog, newsgroup, and instant message transmissions as well as materials available on the Personal Web Pages and Online Storage features) made on the Service. However, Pinnacle and its affiliates, suppliers, and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block, or remove them in accordance with this Policy, the Internet Contract, and applicable law.

## What requirements apply to electronic mail?

The Service may not be used to communicate or distribute email or other forms of communications in violation of Section I of this Policy. As described below in Section III of this Policy, Pinnacle uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).

Pinnacle is not responsible for deleting or forwarding any email sent to the wrong email address by you or by someone else trying to send email to you. Pinnacle is also not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted, or stored temporarily at Pinnacle's sole discretion. In the event that Pinnacle believes in its sole discretion that any subscriber name, account name, or email address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, Pinnacle (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Pinnacle may at any time reserve any identifiers on the Service for Pinnacle's own purposes. In the event that a Service account is terminated for any reason, all email associated with that account (and any secondary accounts) will be permanently deleted as well.

## III. Network Management and Limitations on Data Consumption and Connections.

### Are there restrictions on data consumption that apply to the Service?

Pinnacle reserves the right to suspend or terminate Service accounts where data consumption is not characteristic of a typical business or residential user of the Service as determined by the company at its sole discretion. Pinnacle has not established a monthly data consumption threshold per Pinnacle High-Speed Internet account.

## IV. Violation of this Acceptable Use Policy

### What happens if you violate this Policy?

Pinnacle reserves the right to immediately suspend or terminate your Service account and terminate the Internet Contract, if you violate the terms of this Policy, or Internet Contract.

### How does Pinnacle enforce this Policy?

Pinnacle does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with the data consumption provisions of this Policy. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. Pinnacle has no obligation to monitor the Service and/or the network. However, Pinnacle and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Pinnacle users.

Pinnacle prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Pinnacle also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Pinnacle's intervention. However, if the Service is used in a way that Pinnacle or its suppliers, in their sole discretion, believe violates this Policy, Pinnacle 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, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither Pinnacle nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions.

These actions are not Pinnacle's exclusive remedies and Pinnacle may take any other legal or technical actions it deems appropriate with or without notice.

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

In compliance with the Digital Millennium Copyright Act (DMCA) Pinnacle must endeavor to temporarily suspend and/or terminate service for repeat copyright infringers. Pinnacle will do so, as consistently as is practical, by temporarily suspending service for; 5 days if there are more than 5 reported infringements within a 60 day period at a given customer address, 10 days if there are more than 10 reported infringements within a 60 day period at a given customer address, and for 20 days in there are more than 20 reported infringements over a six month period

at a given customer address. If multiple infringements occur within a six month period service will be terminated or limited according to the following terms. If the consumer is either unable or unwilling to control access to their internet service at this location to avoid copyright infringements Pinnacle may terminate or limit service for an unspecified length of time beyond 30 days, up to one year, unless assured otherwise through cooperation with the customer and the complainants that no further copyright infringements will occur and/or that such copyright infringement claims were in error. Such mutually cooperative assurance must be received by Pinnacle via email from the complainant to correspond with waiver or settlement of claims.

The failure of Pinnacle or its suppliers to enforce this Policy, 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 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. You agree to indemnify, defend and hold harmless Pinnacle and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy.

### **How do copyright owners report alleged infringements to Pinnacle?**

Copyright owners may report alleged infringements of their works that are stored on the Service by sending Pinnacle's authorized agent a notification of claimed infringement that satisfies the requirements of the Digital Millennium Copyright Act (DMCA). Upon Pinnacle's receipt of a satisfactory notice of claimed infringement for these works, Pinnacle may respond expeditiously to either directly or indirectly remove the allegedly infringing work(s) stored on the Service, or disable access to the work(s). Pinnacle may also notify the affected customer or user of the Service of the removal or disabling of access to the work(s).

Copyright owners must send Pinnacle a notification of claimed infringement to report alleged infringements of their works to:

Copyright Manager  
Pinnacle Communications /  
Pinnacle Telecom  
301 Hwy 96 SW  
PO BOX 230  
Lavaca, AR 72941 U.S.A.  
Phone: 479-674-2211  
Fax: 479-674-5810  
Email: [copyright@pinnacletelecom.com](mailto:copyright@pinnacletelecom.com)

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Pinnacle, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

## **What can customers do if they receive a notification of alleged infringement?**

If you receive a notification of alleged infringement as described above, and you believe in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then you may send a counter notification to Pinnacle. Upon Pinnacle's receipt of a counter notification that satisfies the requirements of DMCA, Pinnacle will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. In all events, you expressly agree that Pinnacle will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

If a notification of claimed infringement has been filed against you, you can file a counter notification with Pinnacle's designated agent using the contact information shown above. All counter notifications must satisfy the requirements of Section 512(g)(3) of the U.S. Copyright Act.

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