



2121 Hwy 2 NW . PO Box 1140  
Havre MT 59501  
406.394.7807 or 800.332.1201  
fax 406.394.2147  
www.itsTriangle.com

## **Acceptable Use Policy**

It is the intent of Triangle Communications to provide customers with the best Internet experience possible through the offering of a secure, reliable, productive service. In order to accomplish that, Triangle Communications has implemented this Acceptable Use Policy ("AUP"). This AUP is intended to encourage the responsible use of the Triangle Communications networks, systems, services, web sites and products ("Triangle Services") by our customers and other users ("Users").

By using Triangle Services, Users agree to be bound by the terms of this AUP and are responsible for compliance with the Policy. Triangle Communications reserves the right to modify this AUP at any time. Such modifications will be effective when posted on our web pages. Users are responsible for checking the Triangle Communications website periodically for changes. Any use of Triangle Services after such modification shall constitute acceptance of such modification.

### **Prohibited Activities.**

Triangle Services must be used in a manner that is consistent with the intended purpose and may be used only for lawful purposes. Users shall not use Triangle Services in order to transmit, disseminate or store material: (a) in violation of any applicable law or regulation; (b) that may adversely affect Triangle Services or other Triangle Communications customers; or (c) that may expose Triangle Communications to criminal or civil liability. Furthermore, Users are prohibited from assisting others in the violation of any part of this AUP or another provider's AUP, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this AUP or another provider's AUP.

- ◆ **Objectionable Content.** Users shall not use Triangle Services to post, transmit, disseminate or store material which a reasonable person could deem to be objectionable including, but not limited to, material that is obscene (including pornography), defamatory, libelous, unlawful, threatening, racially or ethnically offensive, abusive, harassing, hateful, or excessively violent.
- ◆ **Intellectual Property.** Material accessible through Triangle Services may be subject to protection under privacy, publicity, or other personal rights and Intellectual Property rights. Users shall not use Triangle Services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights including, without limitation, copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Domain names used in connection with any of Triangle Services must not violate the trademark, service mark, or other rights of any third party.
- ◆ **Interference/Harmful Content.** Users shall not use Triangle Services to transmit, distribute or store material that may be harmful to or restrict, inhibit, interfere with or otherwise disrupt or cause a performance degradation of Triangle Services or any third party's networks, systems, services, or web sites. Such prohibited harmful content includes, but is not limited to viruses, corrupted files, worms, Trojan horses or other files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of a computer or computer network. Users shall not engage in any activities that generate levels of traffic sufficient to impede other Users' ability to send or retrieve information.
- ◆ **Fraudulent/Misleading Content.** Users shall not use Triangle 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 whether of a non-profit or commercial nature. Users shall not use Triangle Services to impersonate any person, business or entity, including Triangle Communications and its employees and agents.
- ◆ **Email and Unsolicited Communications.** Users shall not use Triangle Services to transmit unsolicited bulk communications, including, without limitation, unsolicited bulk email and instant messages. Users shall not harvest information about our users for the purpose of sending, or to facilitate the sending, of unsolicited bulk communications. Further, Users are prohibited from using the service of another provider to send spam to promote a site hosted on or connected to Triangle Services. Triangle Communications may use any technical remedies available to prevent unsolicited bulk communications from entering, utilizing, or remaining within the Triangle Communications network. If Triangle Communications notices

significant amounts of messages originating from an IP address, Triangle Communications will assume that the User's computer has a virus and may block the upload function of the IP address. In addition, Users shall not use Triangle Services to continue to (a) send e-mail messages to a recipient that has indicated that he/she does not wish to receive them, (b) send e-mail with forged, altered or missing TCP/IP packet header information, or (c) send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider.

- ◆ **Third Party Services.** Users may have access through Triangle Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services that have implemented rules, guidelines or agreements to govern their use. Users shall not violate any such third party rules, regulations, policies, or agreements accessed via Triangle Services.
- ◆ **Inappropriate Actions.** Users shall not use Triangle Services to engage in activities that could damage, disable, overburden or impair the Triangle Communications network or otherwise interfere with Triangle Services or any third party's networks, systems, services, or Web sites, including, but not limited to, flooding, mail bombing, or denial of service attacks. Users are prohibited from violating or attempting to violate the security of Triangle Services or the computers, user accounts, or networks of another party, through hacking, password mining, packet sniffing, unauthorized port scanning, encryption circumvention devices or any other means. Users are also prohibited from engaging in any activity which may indicate a future attempt to violate security protocols, including, but not limited to, any form of scanning, probing, or other testing or information gathering activity. Inappropriate activity may result in civil or criminal liability. Triangle Communications will investigate such activity, and may involve and cooperate with law enforcement authorities in prosecuting Users involved in such activity.
- ◆ **Resale.** Users shall not use Triangle Services for operation as an Internet service provider or for any business enterprise or purpose, other than as an end user. The use of Triangle Services is for personal and non-commercial use only. Users shall not resell Triangle Services or make them available to be used by anyone outside the Premises, in any manner.

### **Content/Duty to Monitor**

Triangle Communications takes no responsibility for any material created or accessible on or through Triangle Services. Triangle Communications does not make any promise, nor does it have an obligation to monitor or police such material, but reserves the right to do so. In the event that Triangle Communications becomes aware that any such material may violate this AUP and/or expose Triangle Communications to civil or criminal liability, Triangle Communications reserves the right to block access to such material and suspend or terminate the access of any User creating, storing or disseminating such material. Triangle Communications reserves the right to cooperate with appropriate law enforcement authorities and other third parties in the investigation of alleged violations of this AUP and/or illegal acts, including disclosing the identity of the User that the Triangle Communications records indicate is responsible for the wrongdoing.

### **Suspension/Termination**

Any User which Triangle Communications determines to have violated any element of this AUP may be subject to a suspension or termination of service with or without notice. Triangle Communications may suspend service for violation of the AUP as it determines is reasonably practical under the circumstances to address the underlying violation. Triangle Communications may take such further action as it determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and Triangle Communications shall not be liable for any damages of any nature suffered by any Customer, User, or any third party resulting in whole or in part from Triangle Communications exercising its rights under this AUP.

### **Security**

The User is responsible for any misuse of Triangle Services, even if the misuse was committed by a family member, friend, or guest with access to the account. The User must take precautions to ensure that others do not use the account to gain unauthorized access to Triangle Services including, but not limited to, maintaining strict control of access to Triangle Service via login and password information.

### **Notices and Procedure for Making Claims of Copyright Infringement**

Triangle Communications respects the intellectual property of others. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to: Triangle Communications, PO Box 1140, Havre, MT 59501-1140

Violations of this AUP may be reported at the following link: [aup@itsTriangle.com](mailto:aup@itsTriangle.com) .