



Unified Government of Cusseta-Chattahoochee County ("UGOCCC")
 215 McNaughton St.
 Cusseta, GA 31805
 706-989-3602
www.ugoccc.com

APPLICATION and AGREEMENT – RESIDENTIAL HIGH SPEED INTERNET

Date of Application: _____ / _____ / _____
 Day / Month / Year

Customer Name: _____
 Last / First / Middle

Service Address: _____

Do you OWN or RENT this property? _____

If you RENT, a written letter of approval from owner must be presented BEFORE internet service can be scheduled

Billing Address: _____
 (if different) _____

Telephone: _____ Email: _____

Social Security Number (last 4 digits): _____ Birthdate: _____ / _____ / _____

Select desired service plan (select one):

_____ **BASIC** (10 Mbps)
 \$59.95 / month

_____ **Advanced** (25 Mbps)
 \$79.95 / month

_____ **PREMIUM** (50 Mbps)
 \$109.95 / month

- Plan availability depends on location and geography (see PLAN DETAILS for more information)
- All plans are for an initial term of **one year** that renews automatically unless Service is terminated.
- See PLAN DETAILS for more information about each level of service.
- Prices quoted above do **not** include installation charges or tax.

Payment Method (select one): _____ Check _____ Cash _____ Credit/Debit (complete below or submit by phone)

Credit/Debit Card No. _____ Exp. Date: _____ / _____ CVV/CID: _____

I have read and understand the attached UGOCCC Internet Terms and Conditions, UGOCCC Internet Privacy Policy, and UGOCCC Internet Acceptable Use Policy, I accept them, and I wish to subscribe for a year of internet service provided by UGOCCC.

Customer Signature: _____

OFFICIAL USE ONLY

Owner approval: _____ Deposit + 1st month's payment: _____ Installation Fee: NA Installation Date: _____ / _____ / _____

Service confirmed (initial and date): _____ Date: _____ / _____ / _____

PLAN DETAILS

UGOCCC currently offers three RESIDENTIAL Service Plans:

- BASIC (10 Mbps) for \$59.95 / month
- STANDARD (25 Mbps) for \$79.95 / month
- PREMIUM (50 Mbps) for \$109.95 / month

All plans are for residential/personal use, NOT for commercial use or business purposes. Commercial plans will be offered at a later time.

Please contact ChattNet Technical Support with questions about the respective service plans and for questions about which plan is right for you. Please note that you **can** switch plans up to two-times per year.

ChattNet Technical Support: cussetasupport@echotechnologies.net
(706) 640-6656

PLEASE NOTE:

Service depends on a clear line of sight from the point of service to a transmitting tower located within the territory of UGOCCC. Availability of service is restricted to:

- Homes within a 3-mile radius of the four tower locations listed below, AND
- Homes with clear line of sight (LOS) from Customer's roof to the nearest of the following four tower locations:
 - 1600 ft broadcast tower located at 135 Ga Highway 26, Cusseta, GA 31805
 - Water tower located near 130 Patty Drive, Cusseta, GA 31805
 - Water tower located near 204 King Street, Cusseta, GA 31805
 - Water tower located near 123 Firetower Road, Cusseta, GA 31805

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USE OF UGOCCC INTERNET SERVICE (THE "SERVICE") IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, UGOCCC INTERNET PRIVACY POLICY, AND UGOCCC INTERNET ACCEPTABLE USE POLICY.

UGOCCC INTERNET TERMS AND CONDITIONS

Deposit, Installation. Customer must provide a refundable security deposit equal to one monthly payment under Customer's chosen plan of \$_____ and a non-refundable installation fee of \$_____ before Service will be scheduled for installation. The security deposit will be returned at the end of the term of Customer's Service agreement upon payment of any outstanding balance and upon Customer's return to UGOCCC of the Equipment (identified below) in an acceptable and usable condition, as determined by UGOCCC in its sole discretion.

Term. All Service plans provided by UGOCCC are for a term of **ONE YEAR** beginning from the date Service is installed at the Service address of Customer. **Any termination prior to the end of the term will result in forfeiture of Customer's deposit.** The Service Agreement will

Changing Plans. Customers may upgrade or downgrade their Service plan two times per twelve-month period. Changes will become effective on the next billable month.

Payment. All Service bills are due and payable by the **10th** day of each month. If the bill is not paid by this date, an automatic \$10.00 late charge will be added to the past due balance and the total bill amount becomes due on the **15th** day of the month following the billing date. Customer is responsible for all charges until applicant has requested the Service to be terminated. If a past due amount is shown on the bill, the full amount due must be paid or the **Service will be discontinued without further notice.** Additional charges will apply for restoration of the Service and any other costs incurred in settling Customer's account. **Failure to receive a bill does not entitle delayed payment.** There will be a \$25.00 charge for all checks returned due to insufficient funds or closed accounts.

Taxes. UGOCCC reserves the right to assess Sales and Use and any other applicable taxes on its Service.

Equipment. UGOCCC will be responsible for delivery and installation of connection service equipment ("Equipment") at Customer's Service Address. The Equipment is property of UGOCCC or its third-party vendor. The Equipment consists of: any and all fixed wireless antennas, wireless routers, and other internal customer premises equipment. Customer will be charged for Equipment that is not returned to UGOCCC in an acceptable and usable condition, as determined by UGOCCC in its sole discretion, following termination of the Service.

Customer is responsible for ensuring battery backup for the Equipment in case of a power outage; otherwise the Service will be unavailable during a power outage.

Data. UGOCCC's Service does not include data storage. Customer is responsible for creating any back-up copies of any important or critical data or information.

Bandwidth. UGOCCC does not guarantee any particular amount of bandwidth on its network or that any speed or throughput of Customer's connection to the UGOCCC network will be available to Customer. The

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speed of the Service provided at Customer's service address will vary depending upon a number of factors, including Customer's computer system(s) and associated equipment (e.g., Customer-sourced WiFi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, geography, events beyond UGOCCC's control, and system failures, modifications, upgrades, and repairs. Customer's wireless connections and use of wireless routers may be subject to great fluctuations in speed and latency and may be adversely affected by interference, congestion, distance, and other outside factors. Customer should nonetheless contact Technical Support to report any perceived problems with the Service.

Indemnification. Customer shall indemnify, defend, and hold us and UGOCCC's respective partners, officers, employees, contractors, agents, successors, and assigns harmless from and against, and shall promptly reimburse them for, any and all losses, claims, damages, settlements, costs, and liabilities of any nature whatsoever (including reasonable attorneys' fees) to which any of them may become subject arising out of, based upon, as a result of, or in any way connected with, Customer's use of the Service or any breach of these Terms and Conditions, the UGOCCC Internet Privacy Policy, or the UGOCCC Acceptable Use Policy.

Disclaimer. UGOCCC does not provide technical assistance for third party hardware or software, including but not limited to home networks or gaming systems. Any questions concerning third party hardware or software should be directed to the manufacturer of that product. UGOCCC is not responsible for the operation or support, maintenance or repair of any equipment, software, or services that Customer elects to use in connection with the Service.

Customer shall not connect any equipment, other than equipment authorized by UGOCCC, to any cable modem outlet or port. Customer's failure to comply with this restriction may cause damage to the UGOCCC network and subject Customer to liability for damages and/or criminal prosecution. Customer may not alter, modify, or tamper with the Equipment or the Service, or permit any other person, not authorized by UGOCCC, to do the same.

UGOCCC does not warrant that the Service will be error-free or free of any viruses, worms, spam, pop-up advertising, spyware, adware, denial of service attacks, or other harmful components, even if countermeasures have been deployed. UGOCCC does not warrant that any data or files Customer sends or receives via the Service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by others or that other users will be unable to gain access to Customer's computer. This includes, but is not limited to, incidents of file sharing, print sharing, or use of other means that enable Internet users to gain access to Customer's equipment or to monitor Customer's activity and conduct while using the Service.

Disclaimer of Warranty. UGOCCC DOES NOT GUARANTEE INTERNET NETWORK PERFORMANCE. THE SERVICE IS PROVIDED "AS IS", "AS AVAILABLE", AND IS FOR PERSONAL, NON-COMMERCIAL USE ONLY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE DISCLAIMED.

Limitation of Liability. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, UGOCCC AND ANY THIRD PARTY PROVIDERS, AND OUR AND THEIR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS, SHALL NOT BE LIABLE FOR ANY DIRECT,

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INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR SIMILAR DAMAGES ARISING OUT OF OR RESULTING FROM CUSTOMER'S ACCESS TO, OR USE OF, OR INABILITY TO ACCESS OR USE THE SERVICE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES, HOWEVER SUCH DAMAGES ARE CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY OF LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH INJURY, DAMAGES, LOSSES, OR EXPENSES. IN JURISDICTIONS WHERE THE DISCLAIMER OF DAMAGES IS NOT PERMITTED, UGOCCC'S SOLE LIABILITY TO CUSTOMER UNDER THESE TERMS SHALL BE LIMITED TO THE TOTAL AMOUNT OF MONEY PAID (IF ANY) TO UGOCCC BY CUSTOMER FOR USE OF THE SERVICE.

Entire Agreement, Applicable Law. This Policy constitutes the entire agreement between the parties with respect to the subject matter hereof. This Policy shall be construed under the laws of the United States and the State of Georgia, as applicable, without giving effect to the principles of conflicts of law thereof.

Technical Support. For technical support, Customer should first send an email to cussetasupport@echotechnologies.net, with Customer's: 1) name, 2) service address, 3) call back number, and 4) a brief description of your technical issue. Customer may also call the ChattNet technical support number at (706) 640-6656 for additional support, but response times may vary depending on call volume.

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UGOCCC INTERNET PRIVACY POLICY
Last modified: August 3, 2021

The Unified Government of Cusseta-Chattahoochee County (“UGOCCC” or “We”) is dedicated to protecting consumer privacy. This Policy explains how UGOCCC collects, uses, and discloses information about you when you subscribe to our services. Your use or receipt of UGOCCC products or services (including our Web sites) constitutes acceptance of this Policy.

This Policy explains our practices in the following areas:

- 1. The nature of the Personally Identifiable Information we collect about you and the way such information is used.
- 2. The nature, frequency, and purpose of any disclosure of Personally Identifiable Information that we may make, including the types of persons or entities to whom the disclosure may be made.
- 3. The period of time for which we maintain Personally Identifiable Information.
- 4. How you may obtain access to and correct any Personally Identifiable Information about yourself.
- 5. Your rights under the Communications Act, 47 U.S.C. If you have questions about this Policy or other matters, you may contact us between the hours of 8 am and 5 pm, Monday through Friday except holidays, by phone (706-989-3602). or mail (UGOCCC Privacy Policy, 215 McNaughton St. Cusseta, GA 31805).

I. Types of Information we collect and how we collect it.

We use the term “Customer Information” as a broad, general term that refers to any information relating to you or your UGOCCC service, including Account Information, and Service and Diagnostic Information. The following are specific types of Customer Information that we collect from customers:

“Account Information” means information about your UGOCCC service account, including, but not limited to, your name, address, social security number, e-mail address, telephone number, what programming packages you subscribe to, the model and serial number of your UGOCCC set-top box, and privacy preferences. We collect Account Information directly from you when you activate or change your service.

“Service and Diagnostic Information” means information necessary for us to provide UGOCCC service to you, including set-top box information, download history, set-top box purchases, and the status of equipment. We collect Diagnostic logs for quality control and troubleshooting. These logs identify your UGOCCC set-top box and are thus associated with your Account.

Electronic newsletters: If you subscribe to electronic newsletters from UGOCCC, we keep your e-mail address on file.

Links to other Web sites: When you visit our Web sites, you will find many opportunities to link to Web sites of third parties. When you click through to these sites, UGOCCC’s Privacy Policy no longer applies. We recommend that you read the privacy policy for any third party Web sites.

II. Use of Customer Information.

We use Customer Information to deliver our service to our customers and to understand what our customers want so we can continue to provide a compelling entertainment service at a good value. Specifically, we use Customer Information for marketing and promotion purposes, for statistical analysis, for product development and content improvement, to verify customer qualifications to receive our service, to bill for our service and for

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other related business purposes. Also, we may use this information for surveys, audience measurement, and other legitimate business purposes.

III. When we share Customer Information with third parties.

We do not sell Customer Information. We share Customer Information with third parties only where it is necessary to conduct a legitimate business activity related to serving our customers, including as follows:

Support services: We share Customer Information with providers of bill processing, technical assistance, debt collection, and other support services. We take reasonable steps to require these third parties to maintain the confidentiality of the Customer Information and require them to adhere to this Privacy Policy.

Legal requirements: We may share Customer Information with third parties to meet legal requirements, in response to legal process, or where permitted by law to protect our rights and property, including to combat identity theft or to investigate billing fraud.

Sale or transfer of the business: We may share Customer Information with third parties in connection with the sale, transfer, or other assignment of our business. If we are acquired by another company, that company will possess the Customer Information collected by us and will assume the rights and obligations regarding your Customer Information as described in this Privacy Policy.

IV. How long we keep Customer Information.

We maintain information about you for as long as we provide service to you, and longer for related business activities. After information is no longer necessary for our business purposes, we destroy the information unless there is an outstanding request or order to preserve the information.

V. How we protect the security of Customer Information.

We take reasonable steps to protect Customer Information by using security technologies and procedures that limit access to our databases. However, no system is completely secure or error-free. We do not, and cannot, guarantee the complete security of Customer Information.

VI. Online credit card transactions.

We use a third-party payments processor to accept credit/debit card transactions. We may gather credit/debit or other financial account information for purposes of providing it to our payments processor, but we do not retain such information. While such information is briefly in our possession, it is not released to other third-parties except in response to a subpoena or court order.

VII. Your access to information and rights under the Communications Act.

You may obtain access to information we collect about you and correct any errors in such information by contacting us anytime by phone (706-989-3602), email (admin@ugoccc.com) or mail (UGOCCC Privacy Policy, 215 McNaughton St. Cusseta, GA 31805. The Communications Act, 47 U.S.C., governs our practices concerning the collection and disclosure of personally identifiable information about you.

VIII. Changes to this Privacy Policy.

We reserve the right to change this Privacy Policy at any time. If we make a significant change with regard to our collection or use of information about our customers, we will note on the main page of our Web sites that this Policy has been updated and may take additional reasonable steps to notify you about the new or revised Policy. In most cases, we will attempt to notify you in some form 30 days before the effective date of the change. To comment on or ask about this Policy, call (706-989-3602), email (admin@ugoccc.com), or mail us at UGOCCC Privacy Policy, 215 McNaughton St. Cusseta, GA 31805.

Unified Government of Cusseta-Chattahoochee County Acceptable Use Policy for Residential High-Speed Internet Service

Last modified: August 3, 2021

The Unified Government of Cusseta-Chattahoochee County (the “UGOCCC” or “We”) has adopted this Acceptable Use Policy (the “Policy”) for customers of its Residential High-Speed Internet Service (the “Service”). This Policy outlines acceptable use of the Service.

ALL UGOCCC 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 the UGOCCC so that it can close your account.

I. Prohibited Uses and Activities

What uses and activities does UGOCCC 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 UGOCCC Equipment, either individually or in combination with one another, to:

Conduct and information restrictions

- undertake or accomplish any unlawful purpose, which 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” or “junk” mail;
- 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 e-mail 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 the UGOCCC or its network, by name or other identifier, in messages;

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- 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 website 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; which 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 the UGOCCC 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);
- use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers; Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with UGOCCC Equipment or the Service or permit any other person to do the same who is not authorized by UGOCCC.

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;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any UGOCCC (or UGOCCC supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any UGOCCC (or UGOCCC supplier) facilities used to deliver the Service;
- 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; the Service is for personal and non-commercial residential use only and you agree not to use the Service for operation as an Internet service provider or for any business enterprise or purpose (whether or not for profit).
- connect UGOCCC 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

- accessing and using the Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”); You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

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. The UGOCCC recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by the UGOCCC and 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 the UGOCCC that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

How does the UGOCCC address inappropriate content and transmissions?

The UGOCCC 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 the UGOCCC'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 the UGOCCC nor any of its affiliates, suppliers, or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, 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, the UGOCCC 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 Customer Agreement, and applicable law.

What requirements apply to electronic mail?

The Service may not be used to communicate or distribute e-mail or other forms of communications in violation of Section I of this Policy. The UGOCCC is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. The UGOCCC is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at the UGOCCC's sole discretion. In the event that the UGOCCC believes in its sole discretion that any Customer name, account name, or e-mail 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, the UGOCCC (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, the UGOCCC may at any time reserve any identifiers on the Service for the UGOCCC's own purposes. In the event that a Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

What requirements apply to instant, video, and audio messages?

Each user is responsible for the contents of his or her instant, video, and audio messages and the consequences of any of these messages. The UGOCCC assumes no responsibility for the timeliness, mis-delivery, deletion, or failure to store these messages. In the event that a Service account is terminated for any reason, all instant, video, and audio messages associated with that account (and any secondary accounts) will be permanently deleted as well.

III. Network Management and Limitations on Data Consumption

Why does UGOCCC manage its network?

The UGOCCC manages its network with the aim to deliver the best possible broadband Internet experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as the UGOCCC works to promote the use and enjoyment of the Internet by all of its customers. The company uses reasonable network management practices that are consistent with industry standards. The UGOCCC tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

The need to engage in network management is not limited to the UGOCCC. All large Internet service providers manage their networks, and many of them use the same or similar tools that the UGOCCC does. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, the UGOCCC can deliver the best possible broadband Internet experience to all of its customers.

IV. Violation of this Acceptable Use Policy

What happens if you violate this Policy?

The UGOCCC reserves the right immediately to suspend or terminate your Service account and terminate the Customer Agreement if you violate the terms of this Policy or the Customer Agreement.

How does the UGOCCC enforce this Policy?

The UGOCCC 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. The UGOCCC has no obligation to monitor the Service and/or the network. However, the UGOCCC 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 the UGOCCC users.

The UGOCCC prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. The UGOCCC also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without the UGOCCC's intervention. However, if the Service is used in a way that the UGOCCC or its suppliers, in their sole discretion, believe violates this Policy, the UGOCCC 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 Service (including but not limited to newsgroups). Neither the UGOCCC nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not the UGOCCC's exclusive remedies and the UGOCCC may take any other legal or technical actions it deems appropriate with or without notice.

The UGOCCC 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 the UGOCCC's servers and network. During an investigation, the UGOCCC may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to the UGOCCC 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, the UGOCCC is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts).

The failure of the UGOCCC 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 the UGOCCC and its affiliates, suppliers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this Policy. Your indemnification will survive any termination of your subscription to the Service.

V. Copyright and Digital Millennium Copyright Act Requirements

What is the UGOCCC's DMCA policy?

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The UGOCCC is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the 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 the UGOCCC's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the 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 the UGOCCC, in its sole discretion, believes is infringing these rights.

How do copyright owners report alleged infringements to the UGOCCC?

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

Copyright owners may send the UGOCCC a notification of claimed infringement to report alleged infringements of their works to:

County Manager
 UGOCCC
 215 McNaughton St.
 Cusseta, GA 31805
 Phone: (706) 989-3602
 Email: admin@ugoccc.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 the UGOCCC, 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 the UGOCCC. Upon the UGOCCC's receipt of a counter notification that satisfies the requirements of DMCA, the UGOCCC 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 the UGOCCC will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Initials _____

If a notification of claimed infringement has been filed against you, you can file a counter notification with the UGOCCC'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.

What happens when a customer violates the Copyright provision?

Generally, the UGOCCC will apply the following penalties for violations of the UGOCCC's DMCA policy:

First offence is a three-day disconnection of service;

Second offence is a seven-day disconnection of service;

Third offence is termination of account.

Nonetheless, the UGOCCC may terminate the Service at any time with or without notice for any affected customer or user.