

the Account Holder.

- Monitoring of the Service used by the Account Holder.
- SUSPENSION (FOR A PERIOD OF TIME OR INDEFINITE), CANCELLATION OR TERMINATION OF THE SERVICES WITHOUT PRIOR NOTICE.
- Referral to the appropriate law enforcement authorities, including, but not limited to, the Federal Bureau of Investigation, the National Infrastructure Protection Center, the Central Intelligence Agency, the United States Treasury Department Secret Service, the Iowa Division of Criminal Investigation, the Cedar Falls Police or the Black Hawk County Sheriff.

Consequences of unacceptable use are at the sole discretion of CFU. Due to the fluidity and complexity of the Services provided, CFU determines those consequences on a case by case basis taking into account the totality of the circumstances. CFU's failure to enforce this Policy shall not be a waiver of the right to do so at any time regardless of the reason for the initial failure. Suspended or terminated account holders that desire reconnection to CFU service must request this in writing. CFU may grant or deny these requests at its discretion. Violations of the Policy are cumulative and previous violations are considered by CFU when evaluating the totality of the circumstances. A violation may be considered for both the Account Holder and the offending User.

Privacy

CFU does not monitor the content of any email and respects the privacy of user's email. Users should be aware that electronic mail (email) and access accounts are not completely private. A limited number of CFU-CyberNet support personnel have access to individual email accounts for support purposes only, including access to the substantive content of messages received or sent. In order to effectively provide technical support and assistance, CFU treats requests for assistance as implied consent to inspect email. Inspection is limited to that necessary to render the requested assistance. Additionally, by the nature of email, messages sent might be automatically, without CFU's knowledge, routed through many systems, which are not under CFU's control. As such, CFU accepts no responsibility for the actions of other providers through which messages are automatically routed. CFU recommends that Users treat email messages the same as postcards sent via United States Mail. "Don't write anything in an email that you wouldn't write on a postcard." Further, email service may be disconnected for operational needs and when accounts are deactivated in accordance with established account administration procedures. CFU makes every effort to limit disconnection to the absolute minimum amount of time necessary.

Personal Web Page Users

All domain names of free Personal Web Space Users (PWS Users) shall be of the form: <http://pages.cfu.net/~username>. PWS Users shall abide by the terms and conditions of this Policy. Additionally, use of PWS Services for commercial or for-profit purposes is prohibited. This includes, but is not limited to, using

PWS Services for pay-when-you view web pages. PWS users may have streaming video/audio; however, CFU will provide no server support for these. Any such streaming shall be done on the client side of the connection. The posting or dissemination of information regarding the personal well being of other subscribers to the Service using the PWS Services is prohibited. PWS Users are prohibited from putting CGI programs designed to be executed on the server and then displayed on the client.

Limited Warranty

The Service is provided on an "as is" and "as available" basis without warranties of any kind, either expressed or implied, including but not limited to, warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose. No advise or information given by CFU or its employees shall create a warranty. CFU does not warrant that the Service will be interrupted or error free or that any information, software or other material accessible through the Service is free of viruses or other harmful components. Under no circumstances shall CFU, its affiliates or its suppliers be liable for any direct, indirect, incidental, special punitive or consequential damages that result in any way from customer's use of or inability to use the Service or any part thereof, or other customer's reliance on or use of information, the Service or merchandise provided on or through the Service, or that results from mistakes, omission, interruption, deletions of files, errors, defects, delays in operation, or transmission, or any failure of performance. At all times, CFU reserves the right to terminate an Account Holder's access to the Service without prior notice.

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CFU-CyberNet Acceptable Use Policies



CEDAR FALLS
UTILITIES

**Cedar Falls Utilities - Cybernet
Acceptable Use Policies
Revised: September, 2004
(Resolution No. 3862)**

This policy is established to ensure that all users have a productive, efficient and quality experience when using the Cedar Falls Utilities ("CFU") CyberNet Internet Service.

NOTICE OF REVISIONS: CFU reserves the right to make changes to this policy and will make a reasonable effort to notify users before implementing changes. The most recent version can be found at <http://www.cfu-cybernet.net/policies>. CFU encourages the reading of this policy in its entirety. In any case, CFU-Cybernet Account Holders and Users are responsible for complying with this Policy.

COMPLAINTS & QUESTIONS: The preferred method of reporting alleged violations of this Policy is via email to abuse@cfu.net. Users may mail questions regarding this Policy or the appropriateness of a User's proposed actions to support@cfu.net. Complaints, alleged violations or questions may also be directed via telephone to (319) 268-5221 or by U.S. Mail to Cedar Falls Utilities, Attention: Data Services Coordinator, P.O. Box 769, Cedar Falls, Iowa 50613. CFU is committed to the free flow of information over the Internet. CFU believes that maintaining a productive computing environment requires the cooperation and responsible action of CFU-Cybernet Users and Account Holders. Each User is responsible for his/her individual actions. Account Holder may be responsible for the actions of those Users gaining access through the Account Holder's connection. By using CFU's system, network and Account Holders agree to abide by and comply with the terms and conditions of the CFU-CyberNet Acceptable Use Policy (the "Policy").

CFU does not actively monitor or exercise editorial control over the content of any web site, electronic mail transmission (email), mailing list, newsgroup or other material created or accessible through the Service. CFU reserves the right to remove any User's material that, in CFU's sole discretion, is potentially illegal, could subject CFU to liability, could disrupt the reasonable operations of CFU's network and system or violates this Policy. CFU is not responsible for lost data, information or revenue resulting from disconnection of the service or removal of User's material under this Policy.

**NOTICE OF LIABILITY
& DISCLAIMERS**

Use of the Service constitutes acceptance of the rules contained in this Policy. Should Account Holders or Users choose not to abide by this Policy, CFU must be notified immediately so that the service can be canceled. Further, Account Holders are responsible for the actions of all users who access the Service via the Account Holder's connection. Account Holders must ensure that unauthorized persons do not have access to the Service via the Account Holder's connection. Although this Policy refers to Users, all rules apply equally to Account Holders.

PROHIBITED ACTIONS

CFU expects users to abide by commonly accepted Internet use etiquette. As such, CFU sets forth the following prohibited actions and unacceptable uses. All lists throughout this Policy are not limiting or exhaustive but are provided as examples only.

Personal Use and Service Limitations

CFU CyberNet Services are for personal use only. Users may not resell or distribute any or all of the Services. This includes, but is not limited to, providing dial-up Internet access or email service. CyberHome shall not be used for commercial or profit making purposes. Further, Users, shall not use a server that allows the sharing of one IP address by more than one machine. For example, programs such as WinGate or IP Masquerading using Linux are considered violations.

User's activities shall not significantly inhibit other reasonable use of the Service. Wasting resources, including but not limited to leaving non-essential processes running when not logged in is prohibited as it ties up equipment and systems unnecessarily thereby inhibiting others from using the Service.

The personal use policy applies to all CyberNet customers including CyberOffice customers without static IP addresses. STS Fiber customers, CyberNetwork customers, devices using static IP addresses by CyberOffice customers and those CyberHome customers with express written consent of the CFU General Manager are exempt from the personal use policy.

Newsgroups, Message Boards or Chat Groups

Users shall comply with the recommendations contained in FAQs and charters for newsgroups and are responsible for determining those specific policies. Specifically, Users shall only post charitable requests, advertisements, petitions, political messages, religious messages or other commercial requests to newsgroups where such messages are explicitly provided for. Off-topic and posts not complying with newsgroup charters, FAQs or policies are specifically prohibited, as are posts containing inappropriate language.

Users shall not post or cross-post the same or a similar message to twenty (20) or more newsgroups over any ten (10)-day period. Users shall not post binary files to those newsgroups not established for the posting of binary files. Attempting to or actually avoiding a moderated newsgroup's approval process is prohibited. Altering header information is prohibited. Users shall not cancel messages posted to a newsgroup other than their own. Users shall not disrupt the normal operation of any newsgroup. This includes, but is not limited to, posting large numbers of messages which are substantially the same, contain off-topic content or hinder the normal course of discussion.

Email Services

The distribution or dissemination of electronic junk mail, as determined at CFU's discretion, SPAM or other unsolicited email, bulk, commercial or otherwise, (the "Prohibited Messages") is prohibited. Users shall not refer to the Cedar Falls Utilities, CFU, CyberNet, any IP address belonging to CFU or any other name which is reasonably associated with the Cedar Falls Utilities in any of the Prohibited Message types regardless of whether that message originates or utilizes the System or Service. Further, the

Service shall not be used to collect responses to the Prohibited Messages, regardless of where the Prohibited Messages originated from. The Prohibited Messages, regardless of orientation, shall not direct recipients to web sites hosted by CFU.

Altering email header information is prohibited. Users may "muck" email addresses by inserting extra characters into the return and from addresses. This keeps such addresses from being automatically harvested for bulk email lists. However, a User's address must be apparent to readers (e.g. jqu-lic@NOSPAM.cfu.net may be substituted for jpublic@cfu.net.) Users shall not attempt to or actually disrupt services on an email account or service, an Internet Service provider or server. Users shall not send large numbers of the same or similar messages, nor send extremely large messages, files or attachments. When the Service is terminated or suspended by CFU or an Account Holder, regardless of the reason for suspension or termination, Account Holders and Users are responsible for changing email address with the appropriate people. Users are responsible for protecting their computers with appropriate virus protection. CFU is not responsible for forwarding messages sent to such suspended or terminated accounts.

Misleading or Illegal Activities

Users shall not use the Service in furtherance of any activity that violates local, state, federal or international laws, statutes, rules, regulations or court orders. Examples of violations of this Policy include, but are not limited to:

- The transmission, posting or dissemination of obscene or pornographic material, where such material is illegal. Users are solely responsible for determining whether material is legal.
- The transmission, posting or dissemination of child pornography.
- The transmission, posting, copying or dissemination of material, which in CFU's sole discretion, violates the intellectual property rights of others. This includes, but is not limited to, the unauthorized reproduction or distribution of copyrighted works such as images, text, video, audio or software.
- The transmission, posting or dissemination of misleading, fraudulent or illegal pyramid or multi-level marketing schemes.
- The transmission, posting or dissemination of any misleading illegal solicitations.
- The transmission of unsolicited email (SPAM). Users should be aware that unsolicited mail may be illegal in some states, regardless of the content of the message. However, regardless of the law, sending unsolicited email is an unacceptable use of the Service.
- Using the Service to participate in or further any fraudulent activities, including but not limited to, impersonating any person or entity.
- The transmission, posting or dissemination of harassing messages.
- The theft of or unauthorized access or use of the System or Service.

CFU CyberNet Security

CFU expects its users to respect the security of networks, systems and computers. Use of the Service to violate, or attempt to violate, the security of our system or other systems are prohibited.

Prohibited actions include, but are not limited to:

- Capturing passwords, collecting or using software or other tools designed to check for computer system or network security vulnerabilities.
- Using resources of accounts without authorization.
- Accessing CFU's system without prior written authorization, altering CFU's system or network configurations without prior written authorization or circumventing resource control mechanisms.
- Negligently, recklessly or knowingly running or installing on any computer system or network, or providing to another user, a program intended to damage or to place an excessive load on a computer system or network, including but not limited to, programs known as viruses, Trojan Horses and worms.
- Negligently, recklessly or knowingly running or installing on any computer system or network, or providing to another user, a program intended to allow unauthorized access to a computer system or network.
- Accessing or attempting to access a system, network or computer without authorization, including but not limited to, probing, scanning or testing or attempting to probe, scan or test the vulnerability of a system, network or computer without the express written permission of the owner.
- Monitoring, or attempting to monitor, data or traffic on any system, network or computer without the express written authorization of the owner of the system, network or computer.
- Attempting to do any of the above actions.

Policy Violations

Violations of this Policy may result in several different consequences. Violations may be considered to be cumulative. Thus previous violations of this Policy, including previous versions, may be considered in determining present consequences.

Account Holders are responsible for all actions of those gaining access to the Service via the Account Holder's connection. Account Holders must take reasonable measures to ensure that no person gains unauthorized access to the Service. Violations of this Policy by any User may result in consequences against the Account Holder of the account used to gain access to the Service regardless of whether the Account Holder explicitly permitted the action.

By utilizing the Service, Users agree to and acknowledge that CFU may conduct investigations of alleged Policy violations. CFU may suspend access to accounts or remove material that allegedly violates this Policy during such an investigation. To effectively implement this Policy CFU cooperates fully with all law enforcement authorities, as well as other Internet Service Providers.

Consequences of violating this policy include, but are not limited to, the following:

- Issuance of a warning letter notifying the Account Holder of the violation.
- Reduction or limitation of the Service provided to