

Acceptable Use Policy

This policy, Black Hills Broadband's Acceptable Use Policy (AUP), governs the use of internet-related services provided by Black Hills Broadband. All contractual terms and tariff terms also apply.

I. INTRODUCTION

In this AUP, "Service(s)" refers to any internet-related service you are receiving from Black Hills Broadband or its affiliates including but not limited to dial-up, Wireless, High Speed Internet Access, Dedicated Internet access or Managed Service. By using any such Black Hills Broadband Service you agree to abide by and be bound by the terms and conditions of this AUP. This AUP may be revised by Black Hills Broadband at any time by posting on the Black Hills Broadband website. Your use of the Black Hills Broadband Service after posting of an updated version of this AUP shall constitute your acceptance of all such revisions.

II. VIOLATION OF THIS ACCEPTABLE USE POLICY

Your violation of this AUP may result in Black Hills Broadband taking actions ranging from a warning to suspension of your privileges or termination of your services. Black Hills Broadband may, but is under no obligation to, provide you with advance notice of an AUP violation, via Email or otherwise, and request that such violation be immediately corrected prior to taking action. Black Hills Broadband reserves the right to act immediately and without notice to suspend or terminate services in response to a court order or other legal requirement that certain conduct be stopped. Black Hills Broadband may also suspend or terminate services if it determines, in its sole discretion, that your conduct may:

Expose Black Hills Broadband to sanctions, prosecution or civil
action

Cause harm to or interfere with the integrity or normal operations
of Black Hills Broadband's networks or facilities

Interfere with another person's use of Black Hills Broadband's
services or the Internet

Damage or disparage the reputation of Black Hills Broadband or its services

Otherwise present a risk of harm to Black Hills Broadband or Black Hills Broadband's customers or their employees, officers, directors, agents, etc.

Black Hills Broadband (a) may refer potential violations of laws to the proper authorities, (b) may cooperate in the investigation of any suspected criminal or civil wrong, and (c) will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at risk. Black Hills Broadband assumes no obligation to inform you that your information has been provided to law enforcement authorities and, in some cases, may be prohibited by law from providing such notice. Black Hills Broadband shall not be liable for any damages of any nature suffered by you or any other customer, user, or third party resulting in whole or in part from Black Hills Broadband's exercise of its rights under this AUP.

III. PROHIBITED USES AND ACTIVITIES

General Use Policy

You are responsible for complying with the AUP. You are also responsible for all activity that occurs under your account, including the actions of others who may be using the Services under your account. You must respond in a timely manner to complaints concerning misuse of the Services provided to you by Black Hills Broadband. If Black Hills Broadband is alerted to or otherwise becomes aware of violations or potential violations of this AUP, Black Hills Broadband will take whatever measures it deems necessary and appropriate to stop or prevent those violations.

Abuse of Email/Spamming

Mass Emailing and "mail-bombing" (sending mass Email or deliberately sending very large attachments to one recipient) are prohibited. Business-class accounts may have different volume limitations and usage will be judged by the type of account and use. Forging Email headers (transmission information) is prohibited. Using another person's computer, without authorization, to send multiple Email messages or to retransmit Email messages for the purpose of misleading recipients as to the origin of the email is prohibited. Use of Email to harass or intimidate other users is prohibited.

Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating Email, is a violation of this AUP and Black Hills Broadband reserves the right to seek damages and other available relief from You and/or any third parties — as applicable. For purposes of this AUP, the existence and scope of such violations are determined by Black Hills Broadband in its sole discretion.

No Resale/Sharing of Services

You are prohibited from reselling the Service or otherwise making the Service available to third parties (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by an applicable Services Agreement;

You agree that you will not make the Service available to anyone other than your family and household guests, if you have a residential account, or business or your business' authorized employees, if you have a business account, or unless done with Black Hills Broadband's prior written approval in accordance with an applicable Services Agreement.

IV. CUSTOMER CONDUCT

Facilitating a Violation of this AUP

You are prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights and pirate software.

Illegal Activity/Tortious Conduct

Use of the Services to violate any local, state or federal law or regulation, also violates this AUP. Prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials;

- Using the Services to deliver spyware, or secretly, deceptively or illegally obtain the personal information of third parties (phishing, etc.);

- Intentionally spreading computer viruses;

- Exporting software or technical information in violation of U.S. export control laws;

- Gaining unauthorized access to private networks;

- Engaging in the transmission of pirated software;

- Unauthorized copying, distribution, or display of copyrighted material;

- Conducting or participating in illegal gambling, soliciting for illegal pyramid schemes through electronic mail, or USENET postings;

- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the Services;

- Threatening, harassing, abusing, or intimidating others;

- Engaging in activity, illegal or not, that Black Hills Broadband determines in its sole discretion, to be harmful to its subscribers, operations, or networks;

- Making fraudulent offers of products, items or services; or

- Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of Black Hills Broadband.

Third Party Rules; Usenet

You may have access through the Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, or other services that promulgate rules, guidelines or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP. Black Hills Broadband reserves the right not to accept postings from newsgroups where we have actual knowledge or reasonably suspect that the content of the newsgroup violates the AUP.

V. NETWORK MANAGEMENT

Black Hills Broadband may establish appropriate limitations on bandwidth, data storage, or other aspects of the Service by amending this AUP. Subscribers must comply with all such limitations prescribed by Black Hills Broadband.

Network Security

It is your responsibility to ensure the security of your network and the equipment that connects to our Services. You are required to take all necessary steps to secure and manage the use of the Services received from Black Hills Broadband in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability.

Failing to secure your system against abuse or fraudulent activity is a violation of this AUP. You are responsible for configuring and securing your network and the Services you receive to prevent unauthorized access to your systems and/or the Black Hills Broadband network. You are also responsible for any fraudulent activity that may occur due to your failure to secure your network and Services. You will be responsible if unknown third parties utilize your Services at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior or engaging in any type of fraudulent, offensive or illegal conduct. You may not, through action or inaction (e.g. failure to secure your network), allow others to use your network for illegal, fraudulent or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of this AUP or the agreement for the Services you have subscribed to.

Responsibility for Content

You are responsible for any content you send or receive through the Service.

Password Security

If applicable, your password provides access to your individual account. It is your responsibility to keep your password secure. You are responsible for any and all access to or use of the Services through your account. Attempting to obtain or using another user's account password is prohibited.

VI. CONTACT INFORMATION

Contact for Reporting Abuse

Any party seeking to report a violation of this AUP may contact us via Email at:
abuse@blackhillsbroadband.com

Contact for Copyright Infringement

Black Hills Broadband complies with the Online Copyright Infringement Liability Limitation Act of 1998. 17 USC § 512 ("Act"). As required by the Act, we have a policy that reserves our right to terminate Services to subscribers who repeatedly infringe copyrights. In the event that we receive a determination that any subscriber or account holder has infringed another's copyright through the use of our system or network, we reserve the right to terminate Service to that subscriber after receiving notice of any further copyright infringement by that subscriber. Black Hills Broadband accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

Copyright Abuse Department
Black Hills Broadband
3213 W Main St, Suite #238
Rapid City, SD 57702