

CHEYENNE RIVER SIOUX TRIBE TELEPHONE AUTHORITY

Internet Services Acceptable Use Policy (AUP)

- A. <u>Netiquette</u>. The C.R.S.T. Telephone Authority network and services may only be used in a manner that is consistent with the intended purpose of the C.R.S.T. Telephone Authority network and services may be used only for lawful purposes. Users shall not use the C.R.S.T. Telephone Authority network and services in order to transmit, distribute or store material: (a) in violation of any application law or regulation, including export or encryption laws or regulations; or (b) that may expose C.R.S.T. Telephone Authority to criminal or civil liability; or (c) that constitutes electronic junk mail or newsgroups. Users are further prohibited from assisting any other person in violating any part of the terms and conditions.
- B. <u>Inappropriate Content</u>. Users shall not use the C.R.S.T. Telephone Authority network and services to transmit, distribute or store material that is inappropriate, as reasonably determined by C.R.S.T. Telephone Authority or material that is indecent, obscene, pornographic (including child pornography), defamatory, libelous, threatening, abusive, hateful or excessively violent.
- C. Internet Intellectual Property. Material accessible through C.R.S.T. Telephone Authority network and services may be subject to protection under privacy, publicity or other personal rights and intellectual property rights including, but not limited to copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the C.R.S.T. Telephone Authority network and services in any manner that would infringe, dilute, misappropriate or otherwise violate any such rights. If you use a domain name in connection with any of the C.R.S.T. Telephone Authority network and services, you must not use that domain name in violation of the trademark, service mark or other rights of any third party.
- D. <u>Harmful Content</u>. Users shall not use the C.R.S.T. Telephone Authority network and services to transmit, distribute or store material that contains a virus, worm, Trojan horse or other component harmful to the C.R.S.T. Telephone Authority network and services, any other network or equipment or other users of the network.
- E. <u>Harmful Materials and Actions</u>. Customers are prohibited from making available any data, information or other material or engaging in any activity that C.R.S.T. Telephone Authority determines in its sole and exclusive discretion, may expose C.R.S.T. Telephone Authority to civil or criminal liability of any type or otherwise threaten to adversely affect C.R.S.T. Telephone Authority public image, reputation or goodwill. C.R.S.T. Telephone Authority will suspend or terminate, in whole or in part,

the service of any customer who's listing by a commonly recognized blacklist threatens to disrupt service to C.R.S.T. Telephone Authority or C.R.S.T. Telephone Authority's customers. C.R.S.T. Telephone Authority may also block any IP address that is listed on any commonly recognized blacklist. C.R.S.T. Telephone Authority network will not open our mail servers to any company that is on a blacklist.

- F. <u>Suspension/Termination</u>. Any user which C.R.S.T. Telephone Authority determines to have violated any element of the terms and conditions herein may be subject to a suspension or termination of services and if C.R.S.T. Telephone Authority deems it necessary, immediate suspension or termination of such user's service without notice. C.R.S.T. Telephone Authority may take such further action as C.R.S.T. Telephone Authority determines to be appropriate under the circumstances to eliminate or preclude repeat violations and C.R.S.T. Telephone Authority 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 C.R.S.T. Telephone Authority exercise of its rights under this paragraph.
- G. <u>Miscellaneous Internet Provisions</u>. User acknowledges the variety of subject matter and content found on the Internet or World Wide Web and that it is user's responsibility to determine its suitability for members of user's household or business and that some content may not be suitable for viewing by children. User agrees to hold C.R.S.T. Telephone Authority harmless for liability resulting from the subject matter or content found on the Internet or World Wide Web.

C.R.S.T. Telephone Authority may revise, amend or modify the Acceptable Use Policy (AUP) at any time and in any manner. Notice of any revisions, amendment or modifications will be posted on C.R.S.T. Telephone Authority website at www.crstta.com. By continuing to receive service from C.R.S.T. Telephone Authority, you are indicating your acceptance of these terms and conditions.