

## **COPYRIGHT POLICY**

### **A. GENERAL COPYRIGHT AND PRIVACY CONSIDERATIONS**

**Custer Telephone Cooperative, Inc.** (“THE COMPANY”) supports U.S. Copyright Law, and does not engage in the unauthorized reproduction, distribution and/or display of books, music, movies, television shows, photographs, software, video games and other works that are subject to exclusive copyrights.

THE COMPANY respects the online privacy rights of its Internet access service customers, and does not monitor or inspect the content of the data that they are uploading, downloading or transmitting except in the extreme circumstances referenced at the end of this paragraph. In most cases, THE COMPANY does not have the staff or other resources to fully monitor or regularly review the content of the data that traverses or is located on its network. Even where THE COMPANY could target specific customers or certain types of transmissions, it believes that privacy considerations outweigh even such limited and partial monitoring. At the present time, the only extreme circumstance contemplated by THE COMPANY that could result in targeted monitoring or review of certain customer data would be a request from federal, state or local law enforcement or public safety officials to inspect certain uploads, downloads or transmissions pursuant to a warrant, subpoena or other appropriate legal authority.

Even though it does not normally monitor customer uploads, downloads and transmissions, THE COMPANY urges its customers not to engage, or to allow members of their family or other users of their Internet access service to engage, in copyright infringement by unlawful file sharing or other unauthorized reproduction, distribution and/or display of books, music, movies, television shows, photographs, software, video games and other copyrighted works. Whereas THE COMPANY will take the actions necessary to comply with, and qualify for, the safe harbors established for Internet Service Providers (“ISPs”) in the Digital Millennium Copyright Act, these protections are not available to individuals and households alleged to have engaged in copyright infringement. Rather, individuals and households can be penalized severely by expensive copyright infringement litigation and by major fines if convicted.

### **B. CUSTOMER NAMES AND ADDRESSES**

Virtually all notices by copyright owners of alleged copyright infringement contain only the Internet Protocol (“IP”) addresses at which the infringement is claimed to be taking place. THE COMPANY does not provide the customer names, physical and/or mailing addresses and telephone numbers associated with these IP addresses to copyright owners or their representatives unless and until the copyright owner obtains an appropriate warrant or subpoena from a court or law enforcement agency having proper jurisdiction.

THE COMPANY notes that it is often not very difficult or time-consuming for copyright owners to obtain appropriate warrants or subpoenas.

### **C. TRANSITORY DIGITAL NETWORK COMMUNICATIONS SAFE HARBOR**

This is a broad “safe harbor” that is available to THE COMPANY as an ISP where the alleged infringed copyright materials merely transit its network and are not kept on its servers for any longer than the transit time. This “safe harbor” does not require the ISP to take any interim actions with respect to an allegedly infringing customer, but a copyright owner can go to court and obtain an injunction to force the ISP to terminate an infringing customer’s service.

This “safe harbor” applies under the following five conditions: (1) the transmission is initiated by (or at the direction of) an entity other than the ISP; (2) the transmission (including routing, provision of connections, and storage) is carried out via an automatic technical process without the selection of any of the process or materials by the ISP; (3) the recipients of the material are not selected by the ISP; (4) no copy of the materials is maintained on the ISP network in a manner ordinarily accessible to anyone other than anticipated recipients or for a longer time period than is reasonably necessary for the transmission; and (5) the material is transmitted through the ISP’s network without modification of its content.

A copyright owner may go to court and get an injunction requiring an ISP to terminate an infringing customer’s account. The ISP (but not necessarily the customer) must be given notice and an opportunity to appear. Before granting an injunction, a court must consider: (a) whether the injunction would significantly burden the ISP or the operation of its network; (b) the magnitude of the harm likely to be suffered by the copyright owner in the absence of the injunction; (c) whether the injunction will be technically feasible and effective, and not interfere with non-infringing materials; and (d) whether there are less burdensome and comparatively effective alternatives.

Hence, where THE COMPANY does not store infringing material on its server or anywhere else on its network for any longer than the time during which it is transmitted, and where it otherwise acts as a pure automated conduit without having any additional knowledge or role in the handling of the infringing materials, it has no ongoing legal obligations to the copyright owner or the alleged infringing customer. If the copyright owner obtains a warrant or subpoena to identify the customer using a particular infringing IP address, or an injunction to force termination of an infringing customer’s service, THE COMPANY will comply with these legal requirements. THE COMPANY cannot notify a customer against whom it is receiving complaints of alleged copyright infringement, or consult with that customer regarding how to avoid detection or minimize copyright infringement complaints, without potentially threatening its continuing status as a pure conduit and losing the protection of this “safe harbor.”