

Acceptable Use Policy

Introduction

Burke's Garden Telephone Co. Inc is pleased to be your complete communications and entertainment provider. Burke's Garden Telephone Co. Inc (“Provider”) Acceptable Use Policy (“AUP”) is an extension of our mission to provide you with quality service, excellent support and advanced technology. This AUP applies to all Burke's Garden Telephone Co. Inc family of services, companies, partners, and subsidiaries. This AUP has been designed to encourage the responsible use of Burke's Garden Telephone Co. Inc’ networks, systems, services, websites and products by our customers (“You”) and other users of Burke's Garden Telephone Co. Inc services, and to enable us to provide users with secure, reliable and productive services. As a condition to Burke's Garden Telephone Co. Inc providing you with access to the service you are required to enter into a customer service agreement and to comply with the requirements of this AUP. By entering into the agreement, establishing an account with the provider, or by using the service, you signify your agreement to the terms, conditions and notices of this policy. If you are unsure whether any contemplated use or action is permitted, please contact Burke's Garden Telephone Co. Inc. This AUP should be read in conjunction with our Privacy Policy, and other applicable policies.

By using Burke's Garden Telephone Co. Inc' service, you agree to abide by, and require others using the service via your account to abide by the terms of this AUP. You should consult this document regularly to ensure that your activities conform to the most recent version. If you do not agree to be bound by these terms, you should immediately consult Burke's Garden Telephone Co. Inc.

Account Suspension, Cancellation, or Termination

As a provider of web hosting, Internet, e-commerce, domains and other services and products Burke's Garden Telephone Co. Inc must comply with certain laws and regulations. Your violation of this AUP may result in the immediate suspension, cancellation or termination of either your access to the service and/or your Burke's Garden Telephone Co. Inc account without notice. Upon termination Burke's Garden Telephone Co. Inc has the right to delete all data files, or other information stored on Burke's Garden Telephone Co. Inc storage devices. If such a suspension is to last for more than thirty days, Burke's Garden Telephone Co. Inc will notify you as to the reason. Reconnect fees may apply.

Prohibited Activities

Burke's Garden Telephone Co. Inc' services must be used in a manner that is consistent with the intended purpose of the Provider and may be used only for lawful purposes. You may not use Burke's Garden Telephone Co. Inc services in order to transmit, distribute or store material: in

violations of any applicable local, state, federal or international law, order or regulation, including export or encryption laws or regulations; that may diversely affect Burke's Garden Telephone Co. Inc or other Burke's Garden Telephone Co. Inc customers; or that may expose Burke's Garden Telephone Co. Inc to criminal or civil liability.

International Use.

Burke's Garden Telephone Co. Inc makes no representation that materials available on this site or any other through the service are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who access this site or any site hosted by Burke's Garden Telephone Co. Inc from other locations are responsible for compliance with local law.

Inappropriate Content.

You may not use Burke's Garden Telephone Co. Inc services to transmit distribute or store material that is inappropriate, as reasonably determined by the Provider, or material that is obscene (including but not limited to child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

Harmful Content.

You may not use Burke's Garden Telephone Co. Inc services to transmit, distribute or store material that may be harmful to or interfere with the ability of any other user to use or enjoy the equipment or the service, including, without limitation, by posting or transmitting any information or software which contains a virus, worm, Trojan horse, or other harmful feature.

Intellectual Property Infringement.

You acknowledge and agree that copyrights, trademarks, service marks, patents, trade secrets, and other proprietary rights and laws protect all content and materials available on this site or through Burke's Garden Telephone Co. Inc service. Nothing on any Burke's Garden Telephone Co. Inc website shall be interpreted or implied in such a way as conferring any license or right to any intellectual property rights or license to any intellectual property, content, technology, system, process, or related material belonging to Burke's Garden Telephone Co. Inc by virtue of it being displayed or made accessible on any Burke's Garden Telephone Co. Inc website. You may not use Burke's Garden Telephone Co. Inc services to post, copy, transmit, or disseminate any content that infringes the patents, copyrights, trade secrets, trademark, or propriety rights of any party. Burke's Garden Telephone Co. Inc assumes no responsibility, and you assume all regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes. Burke's Garden Telephone Co. Inc' name, logo, other related

names, design marks, product names, feature names and related logos, may be used only with the express written permission of Burke's Garden Telephone Co. Inc. Burke's Garden Telephone Co. Inc and its service providers claim copyright interests in all original content or works provided by Burke's Garden Telephone Co. Inc or its service providers on Burke's Garden Telephone Co. Inc' websites and on Burke's Garden Telephone Co. Inc' service providers' websites. If any pages, information or content is copied, it may only be copied for non-commercial uses and Burke's Garden Telephone Co. Inc or its service providers shall, in any event, retain all copyright and other proprietary interests therein. Burke's Garden Telephone Co. Inc' is registered under the Digital Millennium Copyright Act of 1998. Pursuant to 17 U.S.C. Section 512(c)3, if you believe that a web page hosted by Burke's Garden Telephone Co. Inc is violating your rights under U.S. copyright law, you may file a complaint with Burke's Garden Telephone Co. Inc' designated agent. Please contact Burke's Garden Telephone Co. Inc. for information necessary to file your complaint with Burke's Garden Telephone Co. Inc.

User Content.

You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate and must take appropriate precautions to prevent minors from receiving inappropriate content. Burke's Garden

Telephone Co. Inc reserves the right to reuse to post or to remove any information or materials from the service, in whole or in part, that it, in Burke's Garden Telephone Co. Inc' sole discretion, deems to be offensive, indecent, or otherwise objectionable.

Fraudulent/Misleading Content.

You may not use Burke's Garden Telephone Co. Inc services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional material that contain false, deceptive, or misleading statements, claims, or representations. In addition, you are prohibited from submitting any false or inaccurate data on any order form, contract or online application, including the fraudulent use of credit cards.

Commercial Use.

You may not resell or otherwise charge others to use Burke's Garden Telephone Co. Inc services.

You agree not to use Burke's Garden Telephone Co. Inc services for operation as an Internet service provider, or for any other business enterprise, including, without limitation, IP address translation or similar facilities intended to provide additional access to Burke's Garden Telephone Co. Inc service.

Servers.

You may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the service, unless expressly authorized by Burke's Garden Telephone Co. Inc.

Misuse of Service.

You are responsible for any misuse of Burke's Garden Telephone Co. Inc service that occurs through your account. You must therefore take steps to ensure that others do not gain unauthorized access or misuse the service. No more than one login session can be active at a time by the user, unless expressly authorized by Burke's Garden Telephone Co. Inc.

Security.

You are solely responsible for the security of any device connected to the service, including any data stored on that device. Burke's Garden Telephone Co. Inc' recommends that you take appropriate security precautions for any systems connected to the service. We recommend the use of a firewall or other security devices to protect your equipment. You are responsible for securing any wireless (WiFi) networks connected to your Burke's Garden Telephone Co. Inc service. Any wireless network installed by the customer or a Burke's Garden Telephone Co. Inc representative that is unsecured or "open" and connected to the Burke's Garden Telephone Co.

Inc network will be deemed to be operating as an ISP and subject to the prohibition as mentioned in the Commercial Use section of this AUP.

Third Party Rules; USENET.

You have access through Burke's Garden Telephone Co. Inc 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. Users must adhere to any such rules, guidelines, or agreements.

Inappropriate Actions.

You may not use Burke's Garden Telephone Co. Inc services to conduct activities that may be harmful to or interfere with Burke's Garden Telephone Co. Inc services or any third party's networks, systems, services, or websites, including, but not limited to, flooding, mail bombing, or denial of service attacks. You are prohibited from violating or attempting to violate the security of Burke's Garden Telephone Co. Inc services or the computers, accounts, or networks of another party. You are also prohibited from any activity considered a precursor to attempted security violations, including, but not limited to, any form of scanning, probing, or other testing or information gathering activity. Inappropriate activity may result in civil or criminal liability.

Burke's Garden Telephone Co. Inc will investigate such activity, and may involve and cooperate with law enforcement authorities in prosecuting users involved in such activity.

Please Note: The transmission of unsolicited bulk e-mail, including the transmission of counterfeit e-mail, may result in civil and criminal penalties against the sender, including those provided by the Computer Fraud and Abuse Act (18 U.S.C. § 1030 et seq.); the Virginia Computer Crimes Act (Va. Code Ann. § 18.2-152.2 et seq.) (amended effective July 1, 1999); the Washington Commercial Electronic Mail Act (Wash. Rev. Code Chapter 19.190 et seq.); and other applicable statutes and regulations. Your participation in online communication accessed through the service is not edited, censored or otherwise controlled by the Provider. However, Burke's Garden Telephone Co. Inc reserves the right to monitor content on this site, which is transmitted or accessed through the Service, and to remove content, disable sites, or suspend or terminate the service if Burke's Garden Telephone Co. Inc, in its discretion, determines such content or user practices are harmful, offensive, or otherwise in violation of this Policy.

Responsibility of Content.

Burke's Garden Telephone Co. Inc' takes no responsibility for any material created or accessible on or through their services. Burke's Garden Telephone Co. Inc' is not obligated to monitor such material, but reserves the right to do so. Burke's Garden Telephone Co. Inc will not exercise any

editorial control over such material. In the event that Burke's Garden Telephone Co. Inc becomes aware that any such material may violate this AUP and/or expose Burke's Garden Telephone Co. Inc to civil or criminal liability, Burke's Garden Telephone Co. Inc reserves the right to block access to such material and suspend or terminate any user creating, storing or disseminating such material. Burke's Garden Telephone Co. Inc' further reserves the right to cooperate with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the user that Burke's Garden Telephone Co. Inc' deems responsible for the wrongdoing.

Reporting Violations.

For any questions regarding this Acceptable Use Policy, complaints of violations, or cancellation notices, please contact Burke's Garden Telephone Co. Inc at one of the following:

Email: bgtco@bgtco.net

Phone: 276-472-2345

Mail: 7044 Burkes Garden Rd, Tazewell VA 24651

8/01/2021

Terms & Conditions