

# **Tishomingo Connect, LLC OPERATING PROCEDURES COPYRIGHT INFRINGEMENT**

## **I. Objective:**

Tishomingo Connect, LLC complies with the Online Copyright Infringement Liability Act of 1998 (17 USC 512). As required by that Act, this policy reserves the right for Tishomingo Connect, LLC to terminate the internet service of members who repeatedly infringe copyrights.

## **II. Policy:**

Pursuant the Digital Millennium Copyright Act ("DMCA"), copyright owners may notify a service provider such as Tishomingo Connect, LLC of alleged copyright infringement carried out on the provider's network.

When Tishomingo Connect, LLC receives a notification of copyright infringement, it will take the following steps:

1. First warning – Letter is sent to member notifying them of their copyright infringement and violation of Tishomingo Connect, LLC's Acceptable Use Policy (AUP) and Terms & Conditions of Service (T&C). This letter will also inform them that Tishomingo Connect, LLC may suspend or terminate service if violation continues. (Attachment A)
2. Second warning – If there is a second offense in 12-month period, a second warning will be sent. This letter will notify the member of their copyright infringement and violation of Tishomingo Connect, LLC's AUP and T&C. The letter will also inform the member that Tishomingo Connect, LLC may suspend or terminate service if violation continues. (Attachment B)
3. Final warning – If there is a third offense in a 12-month period, Tishomingo Connect, LLC will issue a final warning letter to the member. This letter will be sent via certified mail. This letter will notify the member of their copyright infringement and violation of Tishomingo Connect, LLC's AUP and T&C. The letter will also inform the member that Tishomingo Connect, LLC may suspend or terminate service if violation continues. (Attachment C)
4. Notice of termination – If there is a fourth offense in a 12-month period, Tishomingo Connect, LLC will terminate the service and send a letter to the member via certified mail. This letter will notify the member that their account has been terminated effective immediately and that equipment should be returned to Tishomingo Connect, LLC.

Tishomingo Connect, LLC reserves the right 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, or when Tishomingo Connect, LLC determines that the conduct may:

- Expose Tishomingo Connect, LLC to sanctions, prosecution or civil action;
- Cause harm to or interfere with the integrity or normal operations of Tishomingo Connect, LLC's network or facilities;
- Interfere with another person's use of Tishomingo Connect, LLC Services or the Internet;
- Damage or disparage the reputation of Tishomingo Connect, LLC or its services; or
- Otherwise present a risk of harm to Tishomingo Connect, LLC or Tishomingo Connect, LLC's customers or their employees, officers, directors, agents, or other representatives.

**III. Record Retention:**

All Copyright Infringement Notifications and supporting documentation shall be kept in a vault at Tishomingo Connect, LLC headquarters for five years.

All correspondence with the member shall be retained in Tishomingo Connect, LLC's imaging system for a minimum of five years.

A database that includes, account number, date of notification, etc. will also be kept of all Copyright Infringement Notifications.

**IV. Responsibility:**

The Broadband Manager is listed as the FCC and ISP Designated Agent and will be the primary point of contact for all Copyright Infringement Notifications. This position, with the help of IT and customer support, are responsible for carrying out the steps of this policy.

DMCA Designated Agent:  
Cody Durham  
Tishomingo Connect, LLC  
PO Box 560  
Iuka, MS 38852  
Phone: 6624234626  
Email: [cody.durham@tcepa.com](mailto:cody.durham@tcepa.com)

Tishomingo Connect reserves the right to modify this Policy at any time. We will notify Customer's of any material changes via written, electronic, or other means permitted by law, including by posting it on our website. If Customer's find the changes unacceptable, they have the right to cancel the Services. Continuing to use the Services after receiving notice of such changes will be considered as acceptance of any modifications, changes or updates. Effective June 29, 2021.