

Copyright and DMCA Policy

It is our policy to prevent copyright infringement and to promote compliance with state, federal, and international copyright laws, including but not limited to the United States Digital Millennium Copyright Act (“DMCA”).

1. Repeat Infringers

In accordance with Section 512(i)(1)(a) of the DMCA, we will, in appropriate circumstances, disable and/or terminate accounts who are repeat infringers.

2. Accommodation of Standard Technical Measures

In accordance with Section 512(i)(1)(B) of the DMCA, it is our policy to accommodate and not interfere with standard technical measures used by copyright owners to identify or protect copyrighted works, provided such measures adhere to the requirements set forth in Section 512(i)(2) of the DMCA. If you have a concern regarding our accommodation of standard technical measures, you are directed to contact the applicable Designated Agent listed below.

3. Notice and Takedown Procedure

This section does not apply to any situation in which we qualifies for the “Transitory Digital Network Communications” safe harbor set forth in Section 512(a) of the DMCA.

It is our policy to respond promptly to notices of alleged copyright infringement that comply with the DMCA. This page describes the information that should be present in these notices. It is designed to make submitting notices of alleged infringement to us as simple as possible while reducing the number of notices that we receive that are fraudulent or difficult to verify. The form of notice specified below is consistent with the form suggested by the DMCA.

It is expected that you will comply with applicable copyright laws. However, if we receive proper notification of claimed copyright infringement, our response to these notices will include removing or disabling access to material or activity claimed to be infringing and/or termination, regardless of whether we or the allegedly infringer may be liable for such infringement under United States law or the laws of another jurisdiction.

If we remove or disable access in response to such a notice, we will make a good faith attempt to contact the owner or administrator of the affected content or material so that he or she may make a counternotification pursuant to Sections 512(g)(2) and (3) of the DMCA. We may retain notices of alleged infringement and counternotifications for our records.

Designated Agent

Our Designated Agent to receive notification of alleged infringement under the DMCA is as follows:

BENKELMAN TELEPHONE COMPANY, INC.
Copyright Agent
Email: BenkelmanDMCA@bwtelcom.net
Physical Mail: 607 Chief Street, Benkelman, NE 69021

BWTELCOM LONG DISTANCE, INC.
Copyright Agent
Email: BWTelcomDMCA@bwtelcom.net
Physical Mail: 607 Chief Street, Benkelman, NE 69021

WAUNETA TELEPHONE CO.
Copyright Agent
Email: WaunetaDMCA@bwtelcom.net
Physical Mail: 607 Chief Street, Benkelman, NE 69021

HARTMAN TELEPHONE EXCHANGES, INC.
Copyright Agent
Email: HartmanDMCA@bwtelcom.net
Physical Mail: 607 Chief Street, Benkelman, NE 69021

Upon receipt of proper notification of claimed infringement, we will follow the procedures outlined herein and in the DMCA.

Infringement Notification

If you believe that your work has been copied or disseminated in a way that constitutes copyright infringement, or that your copyright protections have otherwise been violated, please provide our Designated Agent (listed above) the following information in a written communication (preferably via email):

1. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
3. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
4. The following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law";
5. The following statement: "I swear, under penalty of perjury, that the information in the notification is accurate, and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed"; and
6. A physical or electronic signature of the owner or a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that material is infringing your copyright protections. Accordingly, if you are not sure whether material available online infringes your rights under applicable copyright laws, we suggest that you first contact an attorney.

Counternotification

A provider of content subject to a claim of infringement may make a counternotification pursuant to Sections 512(g)(2) and (3) of the DMCA. To file a counternotification with us, please provide our Designated Agent (listed above) the following information in a written communication (preferably via email):

1. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
2. Your name, address, and telephone number;
3. The following statement: "I consent to the jurisdiction of Federal District Court for the [insert the federal judicial district in which your address is located]";
4. The following statement: "I will accept service of process from [insert the name of the person who submitted the infringement notification] or his/her agent";
5. The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled"; and
6. Your signature, in physical or electronic form.

Upon receipt of such counternotification, we will promptly provide the person who provided the original infringement notification with a copy of the counternotification and inform that person that we will replace the removed material or cease disabling access to it in 10 business days. We will replace the removed material and cease disabling access to it in not less than 10, nor more than 14, business days following receipt of the counternotification, unless our Designated Agent first receives notice from the person who submitted the original infringement notification that such person has filed an action seeking a court order to restrain the allegedly infringing Subscriber from engaging in infringing activity relating to the material on our system or network.