

ACCEPTABLE USE POLICY

1. INTRODUCTION

This Acceptable Use Policy ("AUP") governs use of the Internet services ("Service" or "Broadband Service") provided by Glenwood Telephone Company ("GTC"), whether you subscribe to the Service or not, and by using our Services and connecting to our networks, you agree to all the terms set forth herein. If you do not agree to comply with this AUP, you must immediately stop all use of the Service and notify GTC so that it can close your account.

Generally, GTC does not monitor or edit the content posted by users of the Service or other Internet services that may be available on or through the Service (e.g., newsgroups, chat rooms, message boards, etc.). However, GTC and its agents reserve the right at their sole discretion to remove any content that, in GTC's judgment, does not comply with the AUP or is otherwise harmful, objectionable, or inaccurate. GTC is not responsible for any failure or delay in removing such content.

In addition, GTC may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Service and/or your GTC account. At our sole discretion, we may revoke your access for inappropriate usage. Use of any information obtained via the Service is at your own risk. GTC is not responsible for the accuracy, quality, or content of information obtained through the Service. This AUP should be read in conjunction with our Internet Service Agreement and other agreements and policies.

In addition to being responsible for your own compliance with this AUP, you are also responsible for any use or misuse of the Service that violates this AUP, even if it was committed by a friend, family member, or guest with access to your account. You are responsible for ensuring that your use of the Service complies with and does not violate applicable federal, state, and local laws, rules and regulations. Although this AUP lists certain activities that violate specified laws, GTC is not responsible for informing you of all laws and regulations that may apply to your use of the Service, and shall have no liability for any legal consequences or damages that you or others using the Service may incur from use or misuse of the Service.

GTC may revise this AUP from time to time by posting a new version on the Web site at www.gtconline.com (the "GTC website"). GTC will use reasonable efforts to make customers aware of any changes to this AUP, which may include sending e-mail announcements, social media posts, or posting an update status on the GTC website. Revised versions of this AUP are effective immediately upon posting. Accordingly, customers should read any GTC announcements they receive and regularly visit the GTC web site and review this AUP to ensure that their activities conform to the most recent version. Continued use of the Service constitutes agreeing to this AUP. If you have questions regarding this AUP, or to report violations of it, you can contact GTC at www.gtconline.com or abuse@gtconline.com. To report illegal content on the Internet go to www.ftc.gov.

2. SCOPE

This AUP applies to GTC data services that provide (or include) access to the Internet, including but not limited to Broadband Service or dedicated services (collectively "Internet services").

- SECTION 1: PROHIBITED ACTIVITIES
- SECTION 2: CONSEQUENCES FOR VIOLATIONS OF THIS POLICY
- SECTION 3: PRIVACY
- SECTION 4: USAGE
- SECTION 5: DMCA COMPLAINTS

SECTION 1: PROHIBITED ACTIVITIES

It is a violation of this AUP to use our Internet services in an unlawful or harmful manner, or which interferes with the use of our network and/or systems or of others networks and/or systems, which violates policies of any network accessed by the connection via our Internet services, interferes with the intellectual property rights of others, publishes materials of an abusive, harassing or threatening manner, or operates as a security risk or violates a person's privacy.

A. INTELLECTUAL PROPERTY

Internet services shall not be used to host, publish, submit/receive, upload/download, use, copy or reproduce, transmit, distribute, or store any content or material, or engage in any activity that infringes, misappropriates, or violates the intellectual property rights of any individual, group or entity, including but not limited to rights protected by any intellectual property right.

B. CHILD PORNOGRAPHY

Internet services shall not be used to host, publish, submit/receive, upload/download, post, use, copy, reproduce, transmit, re-transmit, distribute, store, or purchase child pornography. Suspected violations of child pornography will result in immediate termination of service, and any images, subscriber information, logs, username, location, IP address, date, time, and any other pertinent information will be transmitted to the National Center for Missing and Exploited Children and law enforcement.

C. EMAIL & RELATED SERVICES

Email, Usenet, or IRC abuse is strictly prohibited. Examples of abuse are as follows:

- Sending unsolicited email. You may not use or cause to be used GTC's equipment, network connectivity, or other resources to originate, deliver, relay or otherwise transmit unsolicited email messages originating from a GTC owned IP Address or service.

- Forging ("Spoofing"), or alter email headers, IP Addresses, or MAC Addresses is strictly prohibited.
- Spear Phishing.
- Sending harassing email either by content, frequency, or size.
- Sending chain emails or (the same email) to an excessive number of recipients.
- Newsgroup spamming or abuse.
- Using Internet Relay Chat ("IRC"), bot, or violating IRC server policies.
- Using web-hosting services to make fraudulent offers to sell or buy products, items, services, or to advance any type of financial scam such as "pyramid schemes", "Ponzi schemes", or "chain letters."

GTC reserves the right to suspend or delay delivery of email to you utilizing GTC email services and/or the virtual domain email if the volume of email being redirected, stored, or delivered on your behalf is deemed excessive. Excessive traffic is defined as any amount of email traffic that noticeably degrades performance on the server in question, in the sole discretion of GTC. Stored mail exceeding these limits may be transferred to a compressed file at GTC's discretion. GTC will reasonably attempt to notify the account holder via the account contact information on record; however, GTC reserves the right to delete the contents of such email boxes upon thirty (30) days after attempted notification.

GTC is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. GTC is also not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted, or stored temporarily at GTC's sole discretion. In the event that GTC believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "identifier") on the Broadband Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, GTC (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, GTC may at any time reserve any identifiers on the Broadband Service for GTC's own purposes. In the event that a Broadband Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted as well.

D. HACKING

Hacking and Attacking GTC owned users, computers, ports or services is strictly prohibited. Hacking is defined as any unauthorized attempt to monitor, modify, interfere, or connect to unauthorized computer systems or networks. Attacking is interference of normal services to a user, host, or network through the use of DDoS attacks, flood attacks, mail bombs, defacements, or cause interruptions in services. Some examples of hacking and attacking include:

- Idle, Syn, Full, Half, FIN, or Stealth scans. (packet sniffing)
- Port Probing & Scanning
- Mail Relaying, Proxing, or Hi-Jacking
- Use of Jack The Ripper or alternative password cracking software
- Malware, Virus, or Worm attacks
- Smurf, Teardrop and land attacks.
- Use of Exploitation Frameworks such as Metasploit.
- Participation in botnets
- Man-In-The-Middle Attacks

E. NETWORK MANAGEMENT

GTC uses various tools and techniques to manage its network, deliver the Broadband Service, and ensure compliance with this AUP and the Internet Service Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. GTC's network management practices may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that GTC may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

SECTION 2: CONSEQUENCES FOR VIOLATIONS OF THIS POLICY

A. SUSPENSION & TERMINATION

GTC and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Broadband Service; identify violations of this AUP; and/or protect the network, the Broadband Service and GTC users.

GTC has the right, in its sole discretion, with or without notice, to suspend or terminate customer's accounts if violations of this policy occur. GTC reserves the right to block access prior to any notification. Neither GTC nor its affiliates, suppliers, nor agents will have any liability for any of these responsive actions. These actions are not GTC's exclusive remedies and GTC may take any other legal or technical actions it deems appropriate with or without notice.

The failure of GTC or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. You agree to indemnify, defend, and hold harmless GTC and its subsidiaries and other affiliated companies, and their respective officers, directors, employees, contractors and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from your use of the Service, your failure to comply

with the AUP, or your negligence or intentional misconduct or violation of applicable law.

B. CHARGES

Violators of this AUP, whose actions cause damages and/or administrative costs to our services, networks, or customers are required to pay for damages (including but not limited to):

- All legal fees and costs resulting from the violation
- Activation fees or deposits required to reconnect suspended services
- For bulk email clean up violators will be charged \$300 + \$5 per message sent.

GTC reserves the right to modify these amounts at any time.

SECTION 3: PRIVACY

Any information transmitted across the Internet can be intercepted. GTC attempts to protect your privacy through security techniques, and does not sell the names & addresses, history, or activity to third-parties.

For more information about GTC's Privacy policies please see our Privacy Policy at <http://www.gtconline.com/privacy.html>

SECTION 4: USAGE

A. USAGE

Any information transmitted across the Internet can be intercepted. GTC attempts to protect your privacy through security techniques, and does not sell the names and addresses, history, or activity to third-parties.

B. PASSWORDS

Customers are solely responsible for maintaining the confidentiality of their usernames and passwords. If a username or password has been compromised, it is customer's responsibility to notify us immediately.

Reselling or sharing access to customer accounts is strictly prohibited.

SECTION 5: COPYRIGHT COMPLAINTS

A. DIGITAL MILLENNIUM COPYRIGHT ACT REQUIREMENTS.

GTC is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Broadband Service to comply with these laws. As a provider of transitory digital communications, GTC's activities are typically protected by a safe harbor provision of the DMCA (see 17 U.S.C. 512 (a)). GTC is therefore not obligated to respond to a copyright owner (or the owner's agent) nor does GTC have a duty to remove or disable access to material transmitted, routed or connected to the GTC network(s) that is initiated and/or directed by an individual user. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Broadband Service (or any part of the Broadband Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is GTC's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Broadband Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who GTC, in its sole discretion, believes is infringing these rights. GTC may suspend or terminate the Broadband Service at any time with or without notice for any affected customer or user.

SECTION 6: GOVERNING LAW; DISPUTE RESOLUTION THROUGH ARBITRATION; LIMITATION OF CLAIMS

A. GOVERNING LAW

This AUP is governed by the laws of the state of Georgia without regarding to conflict of law provisions.

B. DISPUTE RESOLUTION THROUGH ARBITRATION

Any dispute arising out of or relating to the AUP shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") according to its Commercial Arbitration Rules. The arbitration must be an attorney having experience and familiarity with similar disputes. The arbitration proceeding must occur in Glenwood, Georgia. Each party must bear its own costs relating to arbitration (including the costs of initiating arbitration), and the parties must equally divide the arbitrators' fees. No arbitration award may provide any remedy beyond those permitted under this AUP, and any award purporting to provide a remedy beyond those permitted under this AUP must be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. GTC may, without waiving any remedy under this AUP, seek from any court of competent jurisdiction within the State of Georgia any interim or provisional relief that GTC deems necessary to protect its rights pending arbitration.

C. LIMITATION OF CLAIMS

GTC shall not be liable for any claim under this AUP unless you submit such claim to arbitration as required by this AUP within one year after you become aware or should have become aware of such claim. Any claim you bring for damages shall be limited to direct damages and shall not exceed the amounts you paid GTC for Broadband Service in the prior six month period.