

MON-CRE TELEPHONE COOPERATIVE, INC.
ACCEPTABLE USE POLICY

By ordering and using Internet services (the "Service") from Mon-Cre Telephone Cooperative, Inc. ("Mon-Cre") you agree to abide by this Acceptable Use Policy ("AUP"), which is in addition to such restrictions contained in Mon-Cre's Standard Terms and Conditions. All capitalized terms used in this Agreement that are not defined herein have the meanings given to them in the Standard Terms and Conditions. We reserve the right to revise from time to time, and in its sole discretion, the rates, terms, and conditions of its Agreement with Customer by posting a new version of the Agreement on its website at <http://www.mon-cre.net> or any successor URL. We will use all reasonable efforts to make Customers aware of any changes to the Agreement by posting such changes to the Mon-Cre's website, by e-mail announcement or by conventional U.S. Mail. Revised versions of this Agreement are effective immediately upon posting or sending. Customers should regularly visit Mon-Cre's website and read any announcements that they receive to ensure that their activities conform to the most recent version of the Agreement.

In the event of a conflict between this AUP and our Standard Terms and Conditions, the Standard Terms and Conditions will govern. You can send questions regarding the AUP and report violations of it to Mon-Cre via the contact information at www.mon-cre.net.

1. PROHIBITED USES AND ACTIVITIES. The Agreement prohibits uses and activities involving the Service that are illegal, infringe on the rights of others or interfere with or diminish the use and enjoyment of the Service by others. Prohibited uses and activities include, but are not limited to, using the Service, Customer equipment or Mon-Cre Equipment, either individually or in combination with one another, to do any of the following.

Conduct and Information Restrictions. You may not:

- undertake or accomplish any unlawful purpose, including, but not limited to, posting, storing, transmitting or disseminating information, data or material that is libelous, obscene, unlawful, threatening or defamatory, or which infringes on the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense or otherwise violate any local, state or federal law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material, which a reasonable person could deem to be indecent, pornographic, harassing, threatening, hateful or intimidating;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner, including, but not limited to, links to such material, serial or registration numbers for software programs or pirated copyrighted content, such as authorized copies of music, video or other media files, whether through Internet Relay Chat or file sharing programs or services;
- transmit unsolicited bulk or commercial messages, commonly known as "spam;"
- send numerous copies of the same or substantially similar messages, empty messages, or messages which contain no substantive content, or send very large messages or files that disrupt a server, account, newsgroup or chat service;
- initiate, perpetuate or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as "spidering" or "harvesting," or participate in the use of software (including "spyware") designed to facilitate this activity;
- collect responses from unsolicited bulk messages;
- falsify, alter or remove message headers or conceal the user's identity ("spoofing");
- falsify references to Mon-Cre or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access;
- post or transmit on or through the service any fraudulent content, including content known by you to be false or intended to be relied on by others; or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations;
- make false or unverified complaints against Mon-Cre or any Mon-Cre member, or otherwise abuse any of Mon-Cre's complaint policies and procedures.

Technical Restrictions. You may not:

- attempt to interfere with or compromise the operation of Mon-Cre's network in whole or part, to interfere with any of the equipment comprising the system, or to access other accounts or restricted areas of the system;
- access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security, such as password guessing programs, decoders, password gatherers, unauthorized keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- copy, distribute, or sublicense any software provided in connection with the Service by Mon-Cre or any third party, except that you may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software ("cracks");
- use or run dedicated, stand-alone equipment or servers from the premises that provide network content or any other services to anyone outside of your premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, web hosting, file sharing, and proxy services and servers;
- use or run programs from the premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with Mon-Cre equipment or Service or permit any other person to do the same who is not authorized by Mon-Cre;
- operate a e-mail server with an open e-mail relay.

Network and Usage Restrictions. You may not:

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, lock, key, bomb, cancelbot or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Mon-Cre (or Mon-Cre supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Mon-Cre (or Mon-Cre supplier) facilities used to deliver the Service;
- resell the Service or otherwise make available to anyone outside the premises the ability to use the Service (for example, though WiFi or other methods of networking), in whole or in part, directly or indirectly. The Agreement contemplates use of the Service for residential and small business purposes only. You agree not to use the Service for operation as an Internet service provider or for any similar business purpose;
- connect the Mon-Cre equipment to any computer outside of your premises;
- interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;
- access and use the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the Dynamic Host Configuration Protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP, unless you are subject to a Service plan that expressly permits you to do so;
- use a personal account for high volume or commercial use; multiple, concurrent logins of the same account are not allowed.

2. E-MAIL USE. Mon-Cre currently offers 15 MB of e-mail server space and FTP server space. You are responsible to delete enough old e-mail, web content or other files to come back to within the storage disk limit. Failure to do so may make your account unusable for sending or receiving mail or performing other tasks. You may receive announcements from time to time from Mon-Cre via e-mail regarding various aspects of the Service, including, without limitation, notices of feature upgrades or changes, Service-affecting issues or events, or special offers for Service users from Mon-Cre distribution partners or other parties. Sending mass, unsolicited e-mail is prohibited. Mon-Cre reserves the right, in its

sole discretion, to determine whether such e-mail constitutes unsolicited messages or transmission. Sending unsolicited e-mail advertising a service or Website, newsgroup, etc. located or hosted within the Service domain space or address space, or service otherwise associated with the Service is also prohibited, regardless of e-mail point of origin. Additionally, using a Mon-Cre e-mail address or website address to collect responses from unsolicited e-mail is prohibited.

At no additional cost to our Customers, Mon-Cre provides spam filtering devices; however, such devices are not guaranteed to prevent all spam from being transmitted. Mon-Cre makes no representation or warranty that the use of its Service will be spam-free or substantially spam-free.

Customers may not, knowingly allow the transmission of files that contain a virus or corrupted data. To protect our Customers and our network, Mon-Cre may suspend and/or cancel Customer's account if we believe that Customer is transmitting a virus or malware to other Internet users or our network. Mon-Cre may also immediately terminate any account which it determines, in its sole discretion, is transmitting or is otherwise connected with any "spam" or other unsolicited bulk e-mail.

Mon-Cre 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. Mon-Cre is also not responsible for forwarding or saving e-mail sent to any account that has been suspended or terminated. In the event that Mon-Cre believes, in its sole discretion, that any Customer name, account name or e-mail address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent or other improper or illegal purpose, Mon-Cre (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require you to change his or her identifier. In addition, Mon-Cre may at any time reserve any identifiers on the Service for Mon-Cre's own purposes. If a Service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted, as well.

3. CENSORSHIP. Mon-Cre does not intend to censor the content of any newsgroups or other communications passing through its systems. Not all individuals and organizations with access to the internet are Mon-Cre members. We believe censorship choices should generally be left to the individual Customer. Software tools are available to screen a Customer account's access to newsgroups and websites that might be considered offensive. It is the Customer's responsibility to make use of such tools, if desired. Newsgroup postings and other e-mail messages sent via the Service and the Internet are communications between the senders and consenting receivers thereof, and Mon-Cre does regulate their content. The views and comments expressed by the senders of such postings or messages are solely those of their authors and do not reflect any review, approval or endorsement by Mon-Cre.

4. VIOLATIONS. Pursuant to the Standard Terms and Conditions, Mon-Cre reserves the right to immediately suspend or terminate your Service account and terminate this Agreement if you violate its terms. If the Service is used in a way that violates this Agreement, Mon-Cre or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice to Customer. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither Mon-Cre nor its affiliates, suppliers or agents will have any liability for any of these responsive actions. Mon-Cre reserves the right to investigate suspected violations of this Agreement, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Mon-Cre's servers and network. During an investigation, Mon-Cre may suspend the account or accounts involved and/or remove or block material that potentially violates this Agreement. You expressly authorize and consent to Mon-Cre and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this Agreement. Upon termination of your Service account, Mon-Cre is authorized to delete any files, programs, data, e-mail and other messages associated with your account (and any secondary accounts). The failure of Mon-Cre or its suppliers to enforce any provision of this Agreement, for whatever reason, shall not be construed as a waiver of Mon-Cre's right to do so at any time. You agree that if any portion of this Agreement 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.

5. COPYRIGHT AND DIGITAL MILLENIUM COPYRIGHT ACT. Mon-Cre is committed to complying with U.S. copyright and related laws and requires all Customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the 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's Mon-Cre's policy, in accordance with the DMCA and other applicable laws, to reserve the right to terminate the 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 Mon-Cre, in its sole discretion, believes is infringing these rights. Mon-Cre may terminate the Service at any time with or without notice for any affected Customer or user.

Copyright owners may report alleged infringements of their works that are stored on the Service or on any Personal Web Features by sending Mon-Cre's authorized agent, Teresa Rich, General Manager at P.O. Box 125 Ramer, AL 36069 or by email: Teresa@mon-cre.net a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Mon-Cre's receipt of a satisfactory notice of claimed infringement, Mon-Cre will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal Web Features or (ii) disable access to the work(s). Mon-Cre will also notify the affected Customer or user of the Service of the removal or disabling of access to the work(s). Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Mon-Cre, the alleged infringer, and the affected copyright owner for any damages incurred in connection with the removal, blocking, or replacement of allegedly infringing material.

If you receive a notification of alleged infringement as described above, and you believe in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then you may send a counter notification to Mon-Cre. Upon Mon-Cre's receipt of a counter notification that satisfies the requirements of DMCA, Mon-Cre will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a received counter notification. You expressly agree that Mon-Cre will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

6. BANDWIDTH CONSUMPTION. Where a Mon-Cre Internet Service account, service or feature descriptions specify bandwidth, disk utilization, simultaneous connections and/or aggregate data download or upload, use in excess of those limits (bytes/bits transferred) is not permitted without an appropriate change in account type or status and additional charges may incur for such usage. In addition, sessions on dial accounts that repeatedly exceed a reasonable time may be terminated in order to protect network resources and preserve Service availability for other users. Mon-Cre's server automatically ends long idle calls.

7. MANAGING THE NETWORK. Mon-Cre uses various tools and techniques to manage its network, deliver the Service, and ensure compliance with this Agreement. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities 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 delaying peer-to-peer sessions (or sessions using other applications or protocols) during periods of high network congestion, (iv) limiting the number of peer-to-peer sessions during periods of high network congestion, and (v) using other tools and techniques that Mon-Cre may implement.

8. MISCELLANEOUS. Customer is responsible for any use or misuse of the Service that violates this Agreement, even if it was committed by a friend, family member, or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Service by strictly maintaining the confidentiality of your Service login and password. In all cases, the Customer is solely responsible for the security of any device connected to the Service, including any data stored on that device. Mon-Cre recommends that the Customer take appropriate security precautions for any systems connected to the Service. Customer is also responsible for securing any wireless (WiFi) networks connected to the Service. Any wireless network installed by Customer outside of its personal residence or business that is unsecured or "open" and connected to the Mon-Cre network will be deemed to be operating as an Internet Service Provider ("ISP") and subject to the prohibition on commercial use. Mon-Cre recommends against enabling file or printer sharing unless you do so in compliance with all security recommendations and features provided by Mon-Cre and the manufacturer of the applicable file or printer sharing devices. It is also Customer's responsibility to secure Customer equipment and any other premises equipment or programs not provided by Mon-Cre that connect to the Service from external threats such as viruses, spam, botnets, and other methods of intrusion.

9. OPERATING RULES. Customer agrees not to publish on or over the Internet content that violates or infringes upon the rights of any other entity. If Mon-Cre is challenged by any third party regarding the suitability of Customer's content, Mon-Cre may, at its sole discretion, delete Customer's content from the Internet service. Customers shall not knowingly collect or solicit personal information from a minor or use this Service to harm a minor, including, but not limited to, using the Service to send pornographic, obscene or profane materials involving a minor. A minor is defined as any person under the age of nineteen (19) years of age.

10. SEVERABILITY. If any part of this AUP is contrary to or prohibited by or deemed invalid, the remaining provisions and parts thereof shall remain and be construed in full force and effect to the extent permitted by law.