

Acceptable Use Policy

Metamora Telephone Company | Marseilles Telephone Company | MTCO Communications

Violation of these Policies by you may result in suspension or termination of your access to the Service or your Service account.

These Policies apply to all users of the Service(s) or any of its components. They supplement, but do not supersede, the written or online Customer and User Agreements or other contracts that customers or users have for the Service(s). If you are not yourself a subscriber to the Service, but use it through the account of a subscriber, then that subscriber's Customer and User Agreement also applies to you. That means, among other things, that Service users must comply with both these Policies and all restrictions on or terms of usage of the Service in the applicable Customer and User Agreements or other contracts.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU SHOULD IMMEDIATELY STOP USE OF THE SERVICE.

TELEPHONE SERVICE

FRAUD - For your protection, new equipment and procedures enable the Telephone Company to detect and investigate fraudulent calls. State law provides that no person shall defraud or attempt to defraud the Telephone Company of its lawful charges, violators, upon conviction, are subject to Imprisonment for up to one year, a fine of up to \$1000, or both. Any person who charges services to your number or calling card without your permission is subject to prosecution for violating both federal and state laws.

UNLAWFUL WIRE TAPPING - It is a criminal offense to intercept a phone conversation unless you get prior permission from one of the people participating in the call. Law enforcement officers with court orders can wiretap without prior consent.

RECORDING OF CONVERSATIONS - Recording a conversation is not legally permitted unless: a) All parties consent verbally or in writing, or b) A distinctive tone is heard every 15 seconds during the recording, or c) The party which is intending to record the conversation notifies the other party at the beginning of the conversation that the call is being recorded. Law enforcement officers with court orders and broadcast stations who are recording for broadcast purpose are exempted from these restrictions.

OBSCENE & HARASSING CALLERS - It is a criminal offense for anyone to make an obscene, harassing or threatening phone call. Anyone convicted of such an offense is subject to a fine of up to \$500 or six months in prison or both. If you receive such a call give no personal information such as your name or address. If the calls persist, contact the State's Attorney and/or MTCO to file a complaint.

CUSTOMER PROVIDED EQUIPMENT - Customers may connect customer-owned equipment to the Telephone Company's facilities under certain conditions specified by the Federal Commerce Commission. Generally, these conditions require that the connection be made through FCC approved jacks or other connecting arrangements. The Telephone Company does not repair customer-provided equipment. The customer will be billed a service charge for each repair visit made by the Company, if it is determined that the service difficulty resulted from the use of customer-provided equipment.

BURIED CABLE LOCATIONS - Before you (or your contractors) do any digging, trenching or landscaping on or near your property, please call JULIE (Joint Utility Locating Information for Excavators) for cable locations in the area. You are legally responsible to call the JULIE toll free number (800) 892-0123 to contact utility companies in the area. This call should be placed at least 48 hours before the digging begins, but even short notice is better than neglecting to call at all. Customers will be held responsible for the repair or replacement of damaged telephone cable and other MTCO property.

INTERNET SERVICE

Throughout this section, "we" refers to the Internet service provider (ISP), MTCO Communications; "Service" refers to the Internet service provided by the ISP; and "you" refers to the account holder, and any other authorized user of the service.

This acceptable use policy applies to all users of the ISP's Internet services. A "user" is anyone who makes use of the ISP for Internet connectivity, including, but not limited to, dial-in and leased-line customer, remote users, and ISP staff and administration. All users are expected to abide by the provisions laid out in this document, without exception. The ISP is the final authority over user activity. This acceptable use policy attempts to summarize what the ISP deems acceptable and unacceptable uses of its services. Except where explicitly stated, violation of this acceptable use policy may be considered breach of contract, and may result in termination of service. The ISP reserves the right to restrict or terminate service at any time and for any reason.

GENERAL PROHIBITIONS - MTCO prohibits use of the Service in any way that is unlawful, harmful to or interferes with use of MTCO's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

ACCOUNT SHARING - Accounts are for the exclusive use of the account holder. In addition, you are permitted to share your account with the members of your household or your office in the same manner that you might legally share your telephone or cable television service. Simultaneous logins into MTCO Communication's modems, regardless of which city they occur in are prohibited. If we observe this activity, we will close the account in assumption that someone is using it without your knowledge. Accounts are often inadvertently shared by making your password known to people who have no business knowing it. This can be avoided by simply not giving your password to anyone.

RESELLING OF SERVICES -The user is not permitted to resell services provided by the ISP under any circumstances. The services made available to the user's account are for the exclusive, non-transferable use of the account holder.

THREATENING MATERIAL OR CONTENT- Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those Services that utilize MTCO provided web hosting, MTCO reserves the right to decline to provide such services if the content is determined by MTCO to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

INAPPROPRIATE INTERACTION WITH MINORS- MTCO complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org.

CHILD PORNOGRAPHY- Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to MTCO at the following e-mail address: techie@mtco.com. MTCO will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

CUSTOMER SERVERS - Servers of any type are prohibited on the end of modems or routers using a dynamic IP class of service. This includes, but is not limited to, FTP, HTTP/WWW, Telnet, SMTP, and POP servers. If you use an operating system such as Unix, Linux or Microsoft Server, you need to turn off any included servers that are built into the operating systems to eliminate the possibility of account termination.

VIOLATION OF INTELLECTUAL PROPERTY RIGHTS - Service shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of MTCO or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

SPAM OR OTHER UNSOLICITED E-MAILS- Customer will not use, or allow others to use, the Service to send unsolicited messages or materials, bulk e-mail, or other forms of solicitation ("spamming"). MTCO reserves the right, in MTCO's sole discretion, to determine whether such posting or transmission constitutes unsolicited messages or materials. Forging, altering, or removing electronic mail headers is prohibited. Deceiving any recipient as to the identity of the sender through any process is prohibited. Customer may not, or allow others to, reference MTCO or the MTCO network in any email in an attempt to mislead the recipient.

ILLEGAL ACTIVITY - Illegal activity of any kind is not permitted. This includes violation of all applicable domestic laws, and all laws governing any service or site you access on the Internet.

DISCLAIMER OF LIABILITY FOR CONTENT - In no event shall the ISP be held liable or responsible for any content or persons encountered on the Internet that do not originate at the ISP. We do not feel it is our place to act as a judge or censor. Our only attempts to deny access to specific resources or for specific individuals are due to technical constraints, to protect our users' ability to freely access the Internet, or in enforcement of this acceptable use policy.

BANDWIDTH, DATA STORAGE AND OTHER LIMITATIONS – MTCO’s base Service data plan includes up to 600 Gigabytes ("GB") of data per month. Your data plan may have a larger limit if you have a Service that provides a higher data plan, or if you have purchased additional data for your Service. Contact our customer service department for details. MTCO may, in its sole discretion, notify Customer of excessive use and (i) request Customer to employ corrective or self-limiting actions to comply with this provision; (ii) suspend or terminate Customer's Service account; (iii) bill the customer for the additional usage; or (iv) request that Customer subscribe to a version of the Service (such as a commercial grade Internet service, if appropriate) for use at higher data consumption levels that align with Customer's usage patterns. Without limitation, Customer's usage of the Service cannot restrict, inhibit, interfere with or otherwise disrupt or cause disruption, performance degradation of other users or impair or threaten to impair the operation of MTCO's systems or network. Even with respect to Service plans that do not have a Monthly Usage Allowance, Customer's usage shall not be an overly large burden on MTCO's network and shall be consistent with the usage of a typical residential user of the Service, as determined in MTCO's sole discretion. MTCO's determination of the data consumption for Service accounts is final. Please refer to our Residential Data Plan FAQ for more details found at www.mtco.com/dataplanfaq.

OTHER CONSIDERATIONS - The proper operation of your computer (hardware and software) is not the responsibility of MTCO Communications. You are responsible for the condition and maintenance of your computer's ability to operate or connect to the Internet. We happily provide basic technical support services at convenient hours and more advanced technical services at a fair value.

Neither MTCO Communications nor its Information Providers are responsible for any damages arising from User's use of MTCO Communications or by User's inability to use MTCO Communications' service. This includes email and access to any information on the Internet.

MTCO Communications reserves the right to change, with prior notice, MTCO Communications' service, including but not limited to, access or dial-in procedures, commands, documentation, vendors, and/or services offered.

All E-mail messages received and resident on MTCO servers over 30 days old will automatically be purged without notification to the recipient. Email messages sent via webmail are purged automatically after 14 days and webmail trash folders are purged every 7 days. POP E-mail boxes will be limited to 250 megs of space per E-mail box unless additional disk space is purchased. The email users on MTCO servers will receive an email notification when their mailbox reaches 80% capacity, and again at 90% capacity. If it reaches 100% capacity, the email intended to be received by the user will be returned to sender as undeliverable.

IPTV SERVICE

Throughout this section, “the Company” refers to MTCO Communications, also referred to as MTCO; “the Service(s)” refers to the IPTV service provided by the Company; and “Customer” refers to the account holder, and any other authorized user of the service.

COMPLIANCE - Customer agrees to comply with all applicable federal, state, and local laws, rules, and regulations in connection with its use of the MTCO digiMAX IPTV Services.

NO RESALE OF SERVICES OR USE OF SERVICES BY OTHERS - Services provided by the Company are for the sole use of the Customer and not for resale or license of any nature whatsoever without prior consent of the Company, which may be given or withheld in its sole discretion. Customer is and shall be responsible for any misuse of Services, even if the inappropriate activity was committed by a friend, family member, guest, employee, or any other person with access to Customer’s account.

INDEMNIFICATION - The Customer warrants that its use of the Services will not violate any law, or violate or infringe upon the rights of any other party, including, without limitation, contractual rights, intellectual property rights, publicity and privacy rights and the rights against libel, defamation and slander. Customer shall indemnify and hold the Company harmless from and against any and all claims, losses, damages, liabilities, fees and expenses incurred by the Company (including attorneys' fees and expenses) or Customer resulting from, arising out of, or connected with any breach or violation by Customer of any terms and conditions set forth in this Acceptable Use Policy and Customer's use of Services in any manner whatsoever.

TERMINATION FOR VIOLATIONS - You agree that MTCO retains the right, but not the obligation, to restrict or terminate your Service at any time, if MTCO, in its sole discretion, determines that you are in violation of these Terms & Conditions. You agree that, if MTCO determines that you are in violation of these Terms & Conditions, any restriction or termination of your Service will be effective immediately, without prior notice. You agree that MTCO will have no liability to you for any restriction or termination of your Service pursuant to such violation.

TERMINATION FORFEITURES - YOU AGREE THAT IF MTCO TERMINATES YOUR ACCOUNT AS A RESULT OF YOUR VIOLATION OF THESE TERMS & CONDITIONS, YOU FORFEIT ANY RIGHT TO A REFUND OF ANY PREPAID ACCOUNT CHARGES, SUCH FORFEITURE BEING AGREED TO BY YOU AND MTCO AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. MTCO reserves the right to refuse the application or reapplication of any subscriber whose account has been cancelled for a violation, or anyone whom MTCO suspects is acting on behalf of someone whose account has been cancelled for a violation.

PREVENTION OF TERMS & CONDITIONS VIOLATIONS - MTCO reserves the right to disconnect and/or temporarily suspend an account from MTCO's service without warning if in MTCO's sole discretion there is a reasonable suspicion that such disconnection or suspension would prevent or interrupt a violation of these Terms & Conditions.

ACCOUNT RESPONSIBILITY - You are responsible for all activities and charges associated with your account. If any unauthorized charges are made on or through your account, you are responsible for such charges until you notify MTCO of a breach of security by calling MTCO at 800-859-6826. Please be advised that the contact person or listed owner of the MTCO IPTV Service is solely responsible for activities conducted through, on or with their MTCO IPTV Service, including activities by other persons (including minors) whether or not authorized by such contact person or listed owner. If you, or someone to whom you have given access to your account, violates the MTCO IPTV Terms & Conditions, your account may be terminated.

RESPONSIBILITY FOR EQUIPMENT SUPPLIED - Equipment installed by the Company at Customer's premises, which is not purchased by Customer, shall at all times remain the sole property of the Company. Customer assumes all risk of loss and/or damage to such equipment from any cause other than failure due to normal wear and/or electronic failure caused through no fault of the Customer. Upon termination of Service, Customer shall return provided equipment to the Company's business office. At the Companies' discretion, the Company may choose to remove equipment at the Service location and the Customer authorizes the Company to recover the equipment from Service premises during reasonable hours. In the event Customer should refuse to return the equipment, or the same is lost, altered, destroyed, damaged or stolen, Customer shall pay the Company the reasonable replacement cost of the equipment, plus any costs incurred by the Company arising from the loss of or damage to the equipment. Please refer to the digiMAX Equipment Lease & Return Agreement for further information.

UNAUTHORIZED CONNECTIONS OR MODIFICATIONS - It shall be unlawful for any person without the expressed consent of MTCO Communications, Inc. to make any connection, extension, or division whether physically, acoustically, inductively, electronically, or otherwise with or to any segment of the IPTV System for any purpose whatsoever. It shall be unlawful for any person to willfully interfere, tamper, remove, obstruct, or damage any part, segment, or content of MTCO's IPTV System for any purpose whatsoever. Any person found guilty of violating these provisions may be assessed a fine not to exceed seven hundred fifty dollars (\$750.00).

LIMITATION OF LIABILITY - THE CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER THE COMPANY NOR ANY OF ITS PARENT COMPANIES, LICENSERS, EMPLOYEES OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AND NO WARRANTY IS MADE AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICES ARE DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. NEITHER THE COMPANY NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING, THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR

CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF WARRANTY. Any Company liability to Customer for any damages of any kind under this Agreement shall not exceed, in amount, a sum equivalent to the applicable out-of-service credit during any outage under the governing tariff or price list.