

Acceptable Use Policy

This Acceptable Use Policy is in addition to South Central Communication's Terms of Service and together the documents constitute the "Agreement" between South Central Communications ("South Central Communications" or "our") and the customer ("you" or "your"). By using South Central Communication's Internet Services and related services (collectively, the "Services"), you agree to the following terms:

This Acceptable Use Policy governs your use of the Services and any devices and/or equipment used to support the Services, including without limitation, hardware and software used in conjunction with the Services that is provided to you from South Central Communications for your use in connection with the Services (collectively, the "Equipment"). By activating the Services, you acknowledge that you have read, understand and agree to this Acceptable Use Policy as set out hereunder. If you do not wish to be bound by this Agreement or any modifications that may be made by South Central Communications from time to time (as described in the Changes to the Agreement section below) do not activate or use the Services and immediately contact South Central Communications.

Prohibited Use

- ✓ Use of the Services for any activity that violates federal, state, local, or international law, order or regulation, is a violation of this Agreement. Prohibited activities include, but are not limited to:
 1. Posting, storing, transmitting or disseminating unlawful material, including without limitation, child or other pornography, any content, data or other material which is libelous, obscene, hateful, unlawful, threatening, reaction or ethnically offensive, defamatory or which in any way constitute or encourages conduct that would constitute a criminal offense.
 2. Disseminating material which violates copyright or intellectual property rights. You assume all risk regarding whether material is in the public domain.
 3. Pyramid or other illegal soliciting schemes.
 4. Fraudulent activities; including but not limited to: impersonating any person or entity, or forging anyone's digital or manual signature.
- ✓ You are responsible for any misuse of the Services that originates from your account, even activities committed by any friend, family, co-worker, employee, guest or anyone with access to the account. You must ensure that others do not gain unauthorized access to the Services.

The Services may not be used to breach the security of another user, or to attempt access to anyone's computer, software or data, without the knowledge and consent of that person. The Services may not be used in any 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 that you are not expressly authorized to access,

and probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers or network probing tools is strictly prohibited.

- ✓ The Customer may not resell the Services, or any of them, without the express written consent of South Central Communications, which may be granted or withheld in South Central Communication's sole discretion.
- ✓ The Customer may not allow others access to the Services, or any of them, without the express written consent of South Central Communications, which may be granted or withheld in South Central Communication's sole discretion.
- ✓ South Central Communications prohibits the use of open wireless internet local area connections. Modems and routers broadcasting wireless Internet without wireless security enabled is in violation of this policy. South Central reserves the right to bill the customer a premium fee to allow un-secured wireless local area connections.
- ✓ You shall not connect servers of any type to the Services. South Central Communications reserves the right to suspend or terminate Service without advance warning if a violation of this policy is detected.
- ✓ Use of distribution lists in electronic mail or other mass electronic mailings is subject to prior written approval of South Central Communications, which will be granted or withheld in sole discretion. Without limiting the foregoing, South Central Communications does not allow use of the email system to distribute advertisements, solicitations or any other form of marketing/sales commonly referred to as spamming.
- ✓ The use of list, blind copies, relaying to addresses via email is unacceptable use of the Services.

Changes to the Agreement

- ✓ South Central Communications may revise this Agreement and provide notice of such material changes to you by posting notice on its website. Such changes shall be deemed effective upon the notice being posted. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING INFORMATION POSTED ONLINE TO OBTAIN TIMELY NOTICE OF SUCH CHANGES. YOUR NON-TERMINATION OR CONTINUED USE OF THE SERVICES AFTER THEY ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT AS MODIFIED BY SUCH CHANGES. If you do not agree with any of the amendments to this Agreement, you agree to immediately stop using the Services and to immediately notify South Central Communications of your termination of this Agreement. You should consult this document regularly to ensure that your usage conforms to the most recent version. In the event of conflict between any customer agreement and this Agreement, the terms of this Agreement will govern.

- ✓ South Central Communications reserves the right to change without notice, the Services including, but not limited to, access procedures, hours of operation, menu structures, commands, documentation, vendors, and services offered.

Rights and Remedies

- ✓ South Central Communications prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if you use the Services in a way that South Central Communications, in its sole discretion, believes violate this Agreement; South Central Communications may take any responsive actions deemed appropriate. Such 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 Services. South Central Communications will not have any liability for any such responsive actions. The above described actions are not South Central Communication's exclusive remedies; South Central Communications may take any other legal or technical action it deems appropriate.
- ✓ South Central Communications reserves the right to investigate suspected violations of this Agreement, including the gathering of information from you or other users involved and the complaining party, if any, and examination of material on South Central Communication's servers and network. During an investigation, South Central Communications may suspend the account or accounts involved and/or remove material which potentially violates this Agreement.
- ✓ You authorize South Central Communications to cooperate with (i) law enforcement authorities in the investigation of suspected criminal violations, and/or (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Agreement. Such cooperation may include South Central Communications providing the username, IP address, or other identifying information about you, in accordance with South Central Communication's privacy policy
- ✓ Upon termination of your account, South Central Communications is authorized to delete any files, programs, data and email messages associated with such account.
- ✓ Upon cancellation of your broadband service, rented equipment including power supplies must be returned within 10 business days or a charge of \$99 will be assessed to your account. Equipment returned that is in non-working condition will also be subject to a charge of \$99 to your account.

- ✓ Upon cancellation of your Wireless Internet service, you authorize South Central Communications access and permission to your property to retrieve South Central Communication's equipment from the outside of your home or office. Power sources inside the home must be returned within 10 business days or a charge of \$10 will be assessed to your account.
- ✓ The failure of South Central Communications to enforce this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time.
- ✓ Due to the public nature of the Internet, all email is considered publicly accessible and important information should be treated carefully. South Central Communications is not liable for protection or privacy of electronic mail and information transferred through the Internet.
- ✓ Any email account that is not accessed for a period of 120 days, will be removed from South Central Communications servers. All associated email and contacts will be deleted upon removal of the email account. The retention period for email that is classified as spam is 30 days. All email that is classified as spam will be quarantined and will be automatically deleted from South Central Communications servers 30 days after receipt of the email.
- ✓ Web pages included in accounts are specifically designated and shall be monitored by South Central Communications for compliance. South Central Communications reserves the right to assess appropriate account type fees in the event you publish pages contrary to the stated account web page type (e.g. personal pages used in a commercial manner).
- ✓ Without limitation to its rights, South Central Communications reserves the right to terminate access to Services for any Customer account which has become inactive, as determined by South Central Communications.
- ✓ South Central Communications reserves the right to distribute to existing customers information, facts, modifications, changes, improvements, problems and any other information deemed necessary by South Central Communications via its email systems.
- ✓ The laws of the State of Utah shall govern this Agreement without regard to its choice of law provisions.
- ✓ If any one or more provisions in this Agreement are found to be unenforceable or invalid, Customer and the South Central Communications agreement on all other provisions shall remain valid.
- ✓ All prices are based on a one year commitment for Broadband service from South Central Communications. An early termination fee will be assessed if Customer terminates the Agreement for any reason before the end of one year.

- ✓ Speed may vary from subscribed speeds due to line condition, distance from office and internet destination sites.
- ✓ Broadband is not a guaranteed service. Any outages and/or failures will be handled within a timely manner consistent with South Central Communications' standard business practices. South Central Communications cannot and does not guarantee uninterrupted or error-free service. You agree to indemnify and hold harmless South Central Communications and its officers, directors, employees and agents from any loss suffered by you or your family or others using your account incurred directly or indirectly from use of the Services, or loss of use or interruption of the Services.
- ✓ South Central Communications provides internet access accounts and doesn't allow login sharing. South Central Communications provides one account access (connection) at a time. If you have simultaneous logins with the same login account at the same time while being an account holder, you violate the condition of one user, one account, and one login at a time. Such violations will be detailed by date and time of each violation and you may be responsible for payment of additional accounts.
- ✓ You are solely responsible for the protection of your identity from identity theft. South Central Communications does not verify the security of any internet site. Your use of personal information while on the internet places you at risk of identity theft.
- ✓ South Central Communications offers multiple tiers of High Speed Internet Service. You agree to comply with the current bandwidth and data cap threshold limitations that correspond with the package of service you selected. You further acknowledge that each tier or level of South Central Communications Internet Service has limits on the maximum speed at which you may send and receive data at any time, as set forth in the price list or, and any Service Agreement is applicable (the "Service Agreement"). You understand that the actual speeds you may experience at any time will vary based on a number of factors, including the capabilities of your equipment, Internet congestion, the technical properties of the websites, content and applications that you access, and network management tools and techniques employed by South Central Communications. You agree that South Central Communications may change the bandwidth or other threshold limitation of any tier by amending the price list or Service Agreement. Your continued use of the Internet Service following such a change will constitute your acceptance thereof. You also agree that South Central Communications may use technical means, including but not limited to suspending or reducing the speed of the Internet Service, to ensure compliance with your tier of service and to ensure that South Central Communications High Speed Internet Service operates efficiently. You further agree that South Central Communications has the right to monitor your usage patterns to facilitate the provision of South Central Communications Internet Service and to ensure your compliance with the package of service you selected and the Service Agreement and to efficiently manage the network and the provision of Internet Services. South Central Communications may take such steps as it determines appropriate in the event your usage of the Internet Service does not comply with the package of service you selected or the Service Agreement. Additionally, South Central Communications may use such tools and techniques as it determines appropriate in order to efficiently manage its network and to ensure a quality user experience for its subscribers.