

Smithville Telephone Company Acceptable Use Policy

Issued November 1, 2020

Agreement

This Acceptable Use Policy ("Agreement") is entered into between Smithville Telephone Company ("Smithville," "STC," "Company," "we" or "us") and the person or entity who uses Company's Internet services or products ("Customer") and outlines acceptable use of the Company's Internet services and products (the "Service"). The Agreement contemplates use of the Service for residential and small business purposes only. Use of the Service constitutes a Customer's agreement with Company to abide by this Acceptable Use Policy ("AUP"), which sets forth specific actions that are prohibited by Company and applies to all users (the "Customer," "user," "you" and "your") of the Service, without exception. This Agreement is in addition to any restrictions, terms or conditions contained in Company's General Terms of Service and is included by reference in the General Terms of Service. All capitalized terms used in this Agreement that are not defined herein have the meanings given to them in the General Terms of Service.

In the event of a conflict between any other Customer agreement, including Company's General Terms of Service, and this Agreement, the terms of this Agreement will govern. You can send questions regarding this Agreement and report violations of it to custserv@traceroad.net or by calling 662-651-4131.

Provisioning of Services

Company shall provide and Customer shall accept Internet Service (all Internet related services provided by Company offered herein) at the applicable rates and charges, subject to the terms and conditions specified in this Agreement and incorporated by reference, as applicable, in the General Terms of Service. Company shall provide Customer with Internet access account IDs and access information by which Customer may use Company's Internet system. Customer shall not have any proprietary right to the access account IDs and access information provided by Company. The Company assumes no duty to provide uninterrupted Service.

Smithville Telephone Company Acceptable Use Policy

Customer agrees to pay for the Service pursuant to such rates, terms, and conditions, unless Customer terminates this Agreement in accordance with its provisions. Company reserves the right to assign, designate or change access account IDs and access information when, in its sole discretion, such assignment, designation or change is reasonable or necessary in the conduct of its business.

The Service is subject to transmission limitations caused by external conditions. Additionally, the Service may be temporarily refused, limited, interrupted or curtailed due to government actions, regulations or orders, system capacity limitations, limitations imposed by an underlying communications carrier, or because of equipment modifications, upgrades, repairs or reallocations or other similar activities necessary or proper for the operation or improvement of Company's Internet system.

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. In all cases, Customer is solely responsible for the security of any device connected to the Service, including any data stored on that device. Smithville recommends that 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 that is unsecured or "open" and connected to the Smithville network will be deemed to be operating as an Internet Service Provider ("ISP") and subject to a prohibition on commercial use.

It is Customer's responsibility to secure Customer equipment and any other premises equipment or programs not provided by Smithville that connect to the Service from external threats such as viruses, spam, botnets, and other methods of intrusion.

Prohibited Uses and Actions

This 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

Smithville Telephone Company Acceptable Use Policy

include, but are not limited to, using the Service, Customer equipment or Smithville Equipment, either individually or in combination with one another, to:

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 obtained through social media or file sharing programs or services;

transmit unsolicited bulk or commercial email 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, social media service, or chat service;

initiate, perpetuate or in any way participate in any illegal pyramid or other illegal scheme;

participate in the collection of email addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes

Smithville Telephone Company Acceptable Use Policy

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;

falsify references to Smithville 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.

attempt to interfere with or compromise the operation of Smithville'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;

Smithville Telephone Company Acceptable Use Policy

copy, distribute, or sublicense any software provided in connection with the Service by Smithville 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 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, except for personal and non-commercial residential use;

service, alter, modify, or tamper with Smithville equipment or Service or permit any other person to do the same who is not authorized by Smithville;

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 Smithville (or Smithville supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Smithville (or Smithville 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

Smithville Telephone Company Acceptable Use Policy

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 Smithville 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 public 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 public IP address or use any protocol other than DHCP, unless you are subject to a Service plan that expressly permits you to do so.

Email Use

Sending mass, unsolicited email is prohibited. Smithville reserves the right, in its sole discretion, to determine whether such email constitutes unsolicited messages or transmission.

Sending unsolicited email 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 email point of origin. Additionally, using a Smithville email address or website address to collect responses from unsolicited email is prohibited.

Customers may not, through action or inaction, allow the transmission of files that contain a virus, malware or corrupted data. To protect our Customers and our network, Smithville may suspend and/or cancel Customer's account if we believe that Customer is transmitting a virus or other malware to other Internet users or our network.

Smithville Telephone Company Acceptable Use Policy

Smithville 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 email.

Smithville is not responsible for deleting or forwarding any email sent to the wrong email address by you or by someone else trying to send email to you. Smithville is also not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted, or stored temporarily, at Smithville's sole discretion. In the event that Smithville believes, in its sole discretion, that any Customer name, account name or email 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, Smithville (1) reserves the right to block access to and prevent the use of any of these identifiers and (2) may at any time require any Customer to change his or her identifier. In addition, Smithville may at any time reserve any identifiers on the Service for Smithville's own purposes. If a Service account is terminated for any reason, all email associated with that account (and any secondary accounts) will be permanently deleted, as well.

Personal Webpages

Smithville does not make personal Webpages available as an optional feature of its Service.

Censorship

Smithville does not intend to censor the content of any newsgroups, social media services, or other communications passing through its systems. We believe such choices should generally be left to the individual Customer. Software tools may be available to screen a Customer account's access to content that might be considered offensive. It is the Customer's responsibility to make use of such tools, if desired.

Newsgroup and social media postings and other email messages sent via the Service and the Internet are communications between the senders and consenting receivers thereof, and Smithville has neither the authority nor the responsibility to regulate their content. The views and comments expressed by the senders of such postings or messages are solely those of

Smithville Telephone Company Acceptable Use Policy

their authors and do not reflect any review, approval or endorsement by Smithville. Smithville will, however, attempt to assist Customers who continually receive email they deem to be objectionable and/or unsolicited email if they notify Smithville of the problem.

Violations

Smithville reserves the right to immediately suspend or terminate your Service account and terminate this Agreement if you violate its terms.

Smithville does not routinely monitor the activity of individual Service accounts for violations of this Agreement, except for determining aggregate bandwidth consumption in connection with the provisions of this Agreement. However, Smithville will respond appropriately if it becomes aware of inappropriate use of the Service. Smithville and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service, identify violations of this Agreement and/or protect the network, the Service and Smithville users, although they have no legal obligation to do so.

Smithville prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Smithville also prefers to have Customers directly resolve any disputes or disagreements they may have with others, whether Customers or not, without Smithville's intervention. However, if the Service is used in a way that Smithville or its suppliers, in their sole discretion, believe violates this Agreement, Smithville 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 suspension or termination of all or any portion of the Service. Neither Smithville nor its affiliates, suppliers or agents will have any liability for any of these responsive actions. These actions are not Smithville's exclusive remedies, and Company may take any other legal or technical actions it deems appropriate with or without prior notice to Customer.

Smithville 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 Smithville's servers and network. During an investigation, Smithville may

Smithville Telephone Company Acceptable Use Policy

suspend the account or accounts involved and/or remove or block material that potentially violates this Agreement. You expressly authorize and consent to Smithville 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, Smithville is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).

Digital Millennium Copyright Act

Smithville 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 provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is Smithville'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 Smithville, in its sole discretion, believes is infringing these rights. Smithville 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 by sending Smithville's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Smithville's receipt of a satisfactory notice of claimed infringement for these works, Smithville will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or (ii) disable access to the work(s). Smithville will also notify the affected Customer or user of the Service of the removal or disabling of access to the work(s).

Smithville Telephone Company Acceptable Use Policy

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 Smithville, 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 Smithville. Upon Smithville's receipt of a counter notification that satisfies the requirements of DMCA, Smithville 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 Smithville will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

Bandwidth Consumption

Where a Smithville 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 the event Smithville determines that an account is exceeding the relevant bandwidth, disk utilization, aggregate data download/upload limits, simultaneous connections or reasonable session times for high-speed broadband accounts, the Customer will generally be notified by email. However, if excessive bandwidth, disk space utilization, simultaneous connections, aggregate data download or upload, or session length is determined to adversely affect Smithville's ability to provide Service, immediate action may be taken. The account owner may be notified as soon as practicable thereafter. If excess use continues after such notification, the account owner may be requested to upgrade the type of account or modify the activity creating the excess use. Failure to make the requested modifications may result in the account being terminated.

Smithville Telephone Company Acceptable Use Policy

Managing the Network

Smithville 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 email 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 Smithville may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

Limitation of Company's Liability

CUSTOMER UNDERSTANDS THAT ALTERNATIVE AND COMPETING INTERNET COMMUNICATIONS CARRIERS ARE AVAILABLE TO CUSTOMER; OCCASIONAL INTERRUPTION OR IRREGULARITIES IN THE SERVICE MAY OCCUR; ANY POTENTIAL HARM FROM INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE IS SPECULATIVE IN NATURE; COMPANY CANNOT OFFER THE SERVICE AT RATES WHICH REFLECT ITS VALUE TO EACH CUSTOMER; AND COMPANY ASSUMES NO RESPONSIBILITY OTHER THAN THAT CONTAINED IN THIS AGREEMENT. ACCORDINGLY, CUSTOMER AGREES THAT EXCEPT AS LIMITED BY LAW, COMPANY'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF MISTAKES, VIRUSES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN THE SERVICE OR TRANSMISSION OF SERVICE PROVIDED BY COMPANY OR ANY UNDERLYING COMMUNICATIONS CARRIER, OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF COMPANY OR ANY UNDERLYING COMMUNICATIONS CARRIER TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION, SHALL BE AS FOLLOWS:

(i) A CREDIT ALLOWANCE AS DESCRIBED IN SUBSECTION (iv) BELOW, WILL BE MADE AT CUSTOMER'S REQUEST IN THE FORM OF A PRO-RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES BILLED TO CUSTOMER. FIXED MONTHLY CHARGES ARE THE MONTHLY CHARGES FOR ACCESS AND

Smithville Telephone Company Acceptable Use Policy

OPTIONAL FEATURES PER ACCESS ACCOUNT ID, AS DESCRIBED IN THE SCHEDULE OF RATES AND CHARGES IN EFFECT AT THE TIME OF INTERRUPTION.

(ii) COMPANY'S LIABILITY FOR DAMAGES IN REGARD TO EXTRAORDINARY AND UNREASONABLE INTERRUPTIONS OF SERVICES, OR FOR MISTAKES, OMISSIONS, DELAYS, ERRORS AND DEFECTS IN THE PROVISION OF THE SERVICE, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PRO-RATA CHARGES TO YOU FOR THE PERIOD DURING WHICH THE SERVICE IS AFFECTED.

(iii) THE CREDIT ALLOWANCE WILL BE COMPUTED BY DIVIDING THE LENGTH OF THE SERVICE INTERRUPTION BY A STANDARD THIRTY (30) DAY MONTH AND THEN MULTIPLYING THE RESULT BY COMPANY'S FIXED MONTHLY CHARGES FOR EACH INTERRUPTED ACCESS ACCOUNT ID. IN NO CASE WILL THE CREDIT EXCEED THE FIXED MONTHLY CHARGES.

(iv) A CREDIT ALLOWANCE WILL NOT BE GIVEN FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS, OR CURTAILMENTS IN THE SERVICE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF CUSTOMER OR OTHER PARTIES, OR MISTAKES, OMISSIONS INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS CAUSED BY FAILURE OF EQUIPMENT OR SERVICE NOT PROVIDED BY COMPANY.

(v) THE SERVICE FURNISHED BY COMPANY, IN ADDITION TO THE LIMITATIONS SET FORTH PRECEDING, IS ALSO SUBJECT TO THE FOLLOWING LIMITATION: THE LIABILITY OF COMPANY FOR LOSS OR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES OF A UNDERLYING COMMUNICATIONS CARRIER, OCCURRING IN THE COURSE OF FURNISHING SERVICE AND NOT CAUSED BY THE NEGLIGENCE OF THE AUTHORIZED USER, OR THE UNDERLYING COMMUNICATIONS CARRIER IN FAILING TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION AND TO EXERCISE REASONABLE SUPERVISION, SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE FIXED MONTHLY CHARGE TO THE AUTHORIZED USER FOR SERVICE DURING THE PERIOD OF TIME IN WHICH SUCH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN SERVICE, ITS TRANSMISSION, OR FAILURES OR DEFECTS

Smithville Telephone Company Acceptable Use Policy

IN FACILITIES FURNISHED BY COMPANY OR THE UNDERLYING COMMUNICATIONS CARRIER OCCURRED.

Customer acknowledges that Internet systems use public access facilities to transmit voice and data communications and that the Service may not be completely private. Company is not liable to Customer for any claims, loss, damages or cost that may result from lack of privacy on the system.

Customer acknowledges that Internet systems may carry material which may be considered abusive, profane, or sexually offensive and that Company is not liable to Customer for any claims, loss, damages or cost that may result from such material.

Operating Rules

Customer agrees not to publish on or over the Internet content that violates or infringes upon the rights of any other. If Company is challenged by any third party regarding the suitability of Customer's content, Company may, at its sole discretion, delete Customer's content from the Internet service. Customer agrees not to send unsolicited electronic mail to Company's Customers without Company's explicit written permission for each instance of communication.

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 eighteen (18) years of age.

Renewal and Termination

Unless Customer or Company terminates this Agreement as provided herein, and except as otherwise agreed, upon completion of any initial term of this Acceptable Use Policy, the Agreement shall renew on a month-to-month basis. Notice of Customer's intent to terminate this Agreement shall be made in writing to the Company, Smithville Telephone Company, 63470 Highway 25 North, Smithville, MS 38870, by email to custserv@traceroad.net or by telephone to 662-651-4131. Company reserves the right not to renew this Agreement at any time prior to the

Smithville Telephone Company Acceptable Use Policy

conclusion of the initial or any renewal term by giving Customer notice of same.

Revision History

Original Issue November 1, 2020