

ACCEPTABLE USE POLICY

1. **Introduction.** Community Telephone Company, Inc. and/or its wholly-owned subsidiary, Comcell, Inc. (collectively "Comcell") is committed to providing its Customers ("Customer(s)," "You," "Your") with fast and innovative internet service for individual or business use. To accomplish this purpose, Comcell has adopted this Acceptable Use Policy ("AUP"), effective as of July 1, 2020. This AUP is in addition to other rules, guidelines, agreements, or policies available at Comcell's website at <http://www.comcell.net> ("Website"). The Internet Terms of Service ("Agreement") is incorporated herein by reference and made a part of this AUP. If any provision contained in this AUP conflicts with the Agreement, the provision contained in the Agreement shall govern and control. By using the Service(s), as defined below, You agree to comply with this AUP and to remain responsible for Your users.
2. **Modification.** Comcell reserves the right to change or modify the terms of this AUP at any time by posting a new version of the policy on the Website. Revised versions of the AUP are effective immediately upon posting to the Website. Your continued use of the Service(s) after revised versions of the AUP are posted to the Website shall constitute acceptance of any changed or additional terms. It is recommended that You regularly visit the Website and review this AUP and any additional policies to ensure that Your activities conform to the most recent version of the AUP.
3. **Scope of the AUP.** This AUP applies to Comcell services that provide (or include) access to the Internet, including hosting services (software applications and hardware), or are provided over the Internet or wireless data networks (collectively "Services").
4. **Prohibited Activities.**
 - a. General Prohibitions. You are prohibited from using the Services in any way that is unlawful, harmful to, or interferes with use of Comcell'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.

Additionally, failure to adhere to the rules, guidelines, agreements, or policies applicable to websites or services that are accessed via a link from the Website or from any other website is a violation of this AUP.
 - b. Unlawful Activities. The Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation, or administrative rule. This includes, but is not limited to, publishing, submitting, receiving, uploading, downloading, posting, using, copying, reproducing, transmitting, re-transmitting, distributing, storing, or disseminating information, data, content, material, or software that is libelous, defamatory, unlawful or could be deemed unlawful by a reasonable person, threatening, fraudulent, or infringing on the intellectual property rights of any person or entity.
 - c. Violation of Intellectual Property Rights. The Services shall not be used to publish, submit, receive, upload, download, post, use, copy, reproduce, transmit, re-transmit, distribute, store, or disseminate any information, data, content, material, or software or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of any individual, group or entity ("Owner"), 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, without obtaining the required prior permission of the Owner.
 - d. Threatening Material or Content. The Services shall not be used to publish, submit, receive, upload, download, host, post, use, copy, reproduce, transmit, re-transmit, distribute, store, or disseminate any information, data, content, material, or software (or to create a domain name or operate from a domain name), that Comcell determines to be obscene, indecent, hateful, malicious, racist, bigoted, defamatory, fraudulent, libelous, treasonous, contains child pornography, or harasses or threatens the health or safety of others. In addition, for those Services that utilize Comcell-provided web hosting (if any), Comcell reserves the right to decline to provide such services if the content is determined by Comcell to be obscene, indecent, hateful, malicious, racist, bigoted, defamatory, fraudulent, libelous, treasonous, contain child pornography, or be excessively violent or promoting the use of violence or otherwise harmful to others.
 - e. Spam / E-Mail / Usenet Abuse. The Services shall not be used for spam, e-mail, or Usenet abuse including, but not limited to: transmitting unsolicited bulk or commercial messages ("Spam"); sending very large copies of the same or substantially similar messages, empty messages, or messages that

contain no substantive content; sending very large messages or files that disrupt a server, account, blog, newsgroup, chat, or similar service; participating in the collection of very large numbers of e-mail addresses, screen names, or other identifiers of users (without their prior consent) or using a practice known as spidering or harvesting or participating in the use of software, including spyware, designed to facilitate this activity; collecting responses from unsolicited bulk messages; falsifying, altering, or removing message headers, sender, or user information whether in whole or in part to mask the identity of the sender, originator, or point of origin; falsifying references to Comcell by name or other identifier in messages; impersonating any person or entity; forging anyone else's signature; conducting phishing; using another website's mail server to relay mail without the express permission of that site; using IP addresses that You do not have a right to use; sending messages that are harassing or malicious; or performing any similar fraudulent or Spam-like activity. Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP.

- f. **Security Violations.** You are responsible for ensuring and maintaining security of Your systems and the machines that connect to and use Service(s), including implementation of necessary patches and operating system updates.

The Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of any server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. This includes, but is not limited to: accessing data not intended for You; logging into or making use of a server, network, personal computer, software program, or account You have not been granted express permission to use; probing the security of other hosts, servers, networkers, or accounts without express permission to do so; distributing programs that make unauthorized changes to software, otherwise known as "cracks;" using or running dedicated, stand-alone equipment or services from Your premises that provide network content or any other services to anyone outside of Your premises, such as email or web hosting or file sharing; servicing, altering, modifying, or tampering with this Service or permitting any other person to do the same who is not expressly authorized to do so by Comcell; engaging in the transmission and use of pirated software; knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits, or any other similar software or programs that may damage another person or entity's network or property; using manual or automated means to avoid any use limitations placed on the Services; and failing to take reasonable security precautions to help prevent violation(s) of this AUP.

- g. **Usage Restrictions.** The Services may not be used in a way that restricts, inhibits, or otherwise interferes, regardless of intent, purpose, or knowledge, with the ability of any other person to use or enjoy the Services or disrupts or causes a performance degradation to the Services, host, server, backbone network, node, or to any Comcell facilities used to deliver the services. Furthermore, the Services may not be used in a way that restricts, inhibits, or otherwise interferes with the computer networking or telecommunications service to any user, host, or network, including, but not limited to, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host.

5. **Customer Responsibilities.** You remain solely and fully responsible for the content of any information, data, content, material, or software published, submitted, received, posted, hosted, downloaded, uploaded, used, copied, reproduced, transmitted, re-transmitted, distributed, stored, disseminated, created, or accessed by You using the Services. You are also solely and fully responsible for any use or misuse of the Service that violates this AUP by anyone else You permit to access the Service including, but not limited to, a friend, family member, or guest. Comcell has no responsibility for any information, data, content, material, or software published, submitted, received, posted, hosted, downloaded, uploaded, used, copied, reproduced, transmitted, re-transmitted, distributed, stored, disseminated, created, or accessed on the Comcell network or through using the Services, including information, data, content, material, or software provided on third-party websites linked to the Comcell network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by Comcell of the content(s) of such sites.

You are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations, whether instructed by Comcell to do so or not.

6. **AUP Enforcement.** Your failure, or anyone else you permit to access the Service's failure, to observe the provisions set forth in this AUP may result in Comcell taking actions including, but not limited to, issuing a warning or limiting, suspending, or terminating Your Services.
7. **Limitation, Suspension, and Termination of Services.** Without limitation, Comcell reserves the

right to act immediately and without notice to limit, suspend, or terminate affected Services in response to a court order or government notice that certain conduct must be stopped, or when Comcell reasonably determines that Your use of the affected Services may: (a) expose Comcell to sanctions, prosecution, civil action or any other liability; (b) cause harm to or interfere with the integrity or normal operations of Comcell's network or networks with which Comcell is interconnected; (c) interfere with another Comcell customer's use of the Services or the Internet; (d) violate any applicable law, rule or regulation; or (e) otherwise present an imminent risk of harm to Comcell or Comcell customers. These actions are not Comcell's exclusive remedies and Comcell may take any other legal or technical actions it deems appropriate with or without notice.

8. **Monitoring.** Comcell has no obligation to monitor content of any information, data, content, material, or software distributed or accessed using the Services. However, Comcell may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the Comcell network and its customers. Furthermore, Comcell may monitor bandwidth, usage, transmissions, and content to operate the Service and identify violations of this AUP. Comcell has the right, but not the obligation, to pre-screen, refuse, move, or remove any information, data, content, material, or software deemed necessary or in violation of the law or this AUP.
9. **Copyright Infringement.** Comcell has no obligation to investigate possible copyright infringements with respect to information, data, content, material, or software transmitted by any user of the Services. However, Comcell will process valid notifications of claimed infringement under the Digital Millennium Copyright Act ("DMCA", found at 17 U.S.C. § 512) in accordance with the Agreement. You may receive notices or alerts if Your account is identified by a copyright owner as having been used in connection with acts of alleged copyright infringement.
10. **Incident Reporting.** Any violation of this AUP should be delivered in writing to the following address:

Comcell, Inc. Attention: General Manager P.O. Box 130 Windthorst, Texas 76389
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11. **Waiver.** The failure or delay of Comcell to insist upon strict adherence to any provision of this AUP on any occasion should not be considered a waiver and will not deprive Comcell of the right thereafter to insist upon strict adherence to that provision or any provision of this AUP.