

ACCEPTABLE USE POLICY

1. **Introduction.** By using the Service(s), as defined below, you agree to comply with this Acceptable Use Policy ("AUP") and to remain responsible for your users. Comcell reserves the right to change or modify the terms of the AUP at any time, effective when posted on Comcell's website at <http://www.comcell.net>. Your use of the Service(s) after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.
2. **Scope of the AUP.** This AUP applies to the 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").
3. **Prohibited Activities.**

- a. **General Prohibitions.** Comcell prohibits use of 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 or agreements applicable to websites or services that are accessed via a link from the Comcell-branded website or from a 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.
- c. **Violation of Intellectual Property Rights.** The Services 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 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.
- d. **Threatening Material or Content.** The 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 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, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.
- e. **Spam / E-Mail / Usenet Abuse.** Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP. Spam / E-Mail / Usenet abuse is prohibited using the Services.
- 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.

4. **Customer Responsibilities.** Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the Services. Comcell has no responsibility for any material created on the Comcell network or accessible using the Services, including content 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.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

5. **AUP Enforcement.** Your failure to observe the guidelines set forth in this AUP may result in Comcell taking actions anywhere from a warning to a suspension or termination of your Services.

Without limitation, Comcell reserves the right to act immediately and without notice to 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.

Comcell has no obligation to monitor content of any materials 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.

Comcell has no obligation to investigate possible copyright infringements with respect to materials 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 its **Internet Terms and Conditions**.

6. **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 Or emailed to Abuse@comcell.us
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