



ACCEPTABLE USE POLICY

This Acceptable Use Policy (the “Policy”), including the following list of Prohibited Activities, is an integral part of your Agreement with OTELCO. Any usage of services provided by OTELCO (the “Services”) constitutes acceptance of this Policy. It is the responsibility of each OTELCO customer to exercise such control and discretion as is necessary to comply with the conditions of this Policy. Customer agrees to indemnify and hold harmless OTELCO for any damages caused by violation thereof. If you engage in any of the activities prohibited by the Policy, OTELCO may suspend or terminate your account and/or OTELCO Services (the “Services”). Customer accounts that are terminated or restricted as a result of breach of the Policy do not qualify for any refunds but will be subject to any termination liabilities.

The Policy is designed to help protect OTELCO, OTELCO’s customers and the Internet community in general from irresponsible or, in some cases, illegal activities. The Policy is a nonexclusive list of the actions prohibited by OTELCO. OTELCO reserves the right to modify the Policy at any time, effective upon posting at <http://www.otelco.com/acceptable-use-policy/>.

Prohibited Uses

1. Unlawful Acts: Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

OTELCO retains the right to terminate the system access of any customer or user who infringes the intellectual property rights of others. Termination will last for a period of at least one (1) year. Reconnection after this period will be to the discretion of OTELCO.

OTELCO has designated the following agent to receive notification of claimed copyright infringement:

Trina M. Bragdon, Esq.
OTELCO
900 D Hammond ST Bangor, ME 04401
abuse@otelco.com

2. Sending Unsolicited Bulk Email ("UBE", "spam"): The sending of any form of Unsolicited Bulk Email through OTELCO’s servers is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or utilizing any resource hosted on OTELCO servers, is prohibited. OTELCO’ accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider



where those messages violate this Policy or that of the other provider.

3. Running Unconfirmed Mailing Lists: Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by OTELCO's customers must be Closed-Loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list. Purchasing lists of email addresses from 3rd parties for mailing to from any OTELCO-hosted domain, or referencing any OTELCO account, is prohibited.

4. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of ping, flooding, mail-bombing, denial of service attacks.

5. Operating an account on behalf of, or in connection with, or reselling any service to, persons or firms listed in the Spamhaus Register of Known Spam Operations (ROKSO) database at www.spamhaus.org/rokso.

6. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").

7. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.

8. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any OTELCO customers or end-users by any means or device.

9. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the OTELCO network or on another provider's network.

10. Using OTELCO's Services to interfere with the use of the OTELCO network by other customers or authorized users.