

## Authorized Use Policy

A. Netiquette. The Pinnacles Telephone Co / PinTelCo Internet (hereafter referred to as "the service provider") network and services may only be used in a manner that is consistent with the intended purpose of the service provider. The network and services may be used only for lawful purposes. Users shall not use the service provider's network and services in order to transmit, distribute or store material: (a) in violation of any application law or regulation, including export or encryption laws or regulations; or (b) that may expose the service provider to criminal or civil liability; or (c) that constitutes electronic junk mail or newsgroups. Users are further prohibited from assisting any other person in violating any part of the terms and conditions.

B. Inappropriate Content. Users shall not use the service provider's network and services to transmit, distribute or store material that is inappropriate, as reasonably determined by the service provider, or material that is indecent, obscene, pornographic (including child pornography), defamatory, libelous, threatening, abusive, hateful or excessively violent.

C. Internet Intellectual Property. Material accessible through the service provider's network and services may be subject to protection under privacy, publicity or other personal rights and intellectual property rights including, but not limited to copyrights and laws protecting patents, trademarks, trade secrets or other proprietary information. Users shall not use the service provider's network and services in any manner that would infringe, dilute, misappropriate or otherwise violate any such rights. If you use a domain name in connection with any of the service provider's network and services, you must not use that domain name in violation of the trademark, service mark or other rights of any third party.

D. Harmful Content. Users shall not use the service provider's network and services to transmit, distribute or store material that contains a virus, worm, Trojan horse or other component harmful to the service provider's network, services, any other network or equipment or other users.

E. Harmful Materials and Actions. Users are prohibited from making available any data, information or other material or engaging in any activity that the service provider determines in its sole and exclusive discretion, may expose the service provider to civil or criminal liability of any type or otherwise threaten to adversely affect the service provider's public image, reputation or goodwill. The service provider will suspend or terminate, in whole or in part, the service of any user whose listing by a commonly recognized blacklist threatens to disrupt service to the service provider or the service provider's users. The service provider may also block any IP address that is listed on any commonly recognized blacklist.

F. Suspension/Termination. Any user who the service provider determines to have violated any element of the terms and conditions may be subject to a suspension or termination of services and if the service provider deems it necessary, immediate suspension or termination of such user's service without notice. The service provider may take such further action as the service provider determines to be appropriate under the circumstances to eliminate or preclude repeat violations and the service provider shall not be liable for any damages of any nature suffered by any user, user or any third party resulting in whole or in part from the service provider's exercise of its rights under this paragraph. In addition to the foregoing, the service provider may terminate this agreement without cause, upon 30 days written notice to user.

G. Miscellaneous Internet Provisions. User acknowledges the variety of subject matter and content found on the Internet or World Wide Web and that it is the user's responsibility to determine its suitability for members of the user's household or business and that some content may not be suitable for viewing by children. User agrees to hold the service provider harmless for liability resulting from the subject matter or content found on the Internet or World Wide Web. User agrees to indemnify and hold harmless the service provider from any claim or damage resulting from the user's action.

H. No Warranty. User's right to use the service provider's services and systems is provided "as is" and "when available" and without warranty of any kind or nature, written or oral, express or implied, including without limitation the implied warranties of merchantability and of fitness for a particular purpose.

I. No Brokering. User agrees not to sell or redistribute the service provider's services to any third party.

J. The service provider may revise, amend or modify the Authorized Use Policy at any time and in any manner. Notice of any revisions, amendment or modifications will be posted on Pinnacles Telephone Co's website ([www.pintelco.com](http://www.pintelco.com)). By continuing to receive service from the service provider, you are indicating your acceptance of these terms and conditions.

K. Indemnity. User agrees to indemnify, defend, through attorneys reasonably acceptable to the service provider, and hold the service provider, its officers, agents, and employees harmless from and against any claim, damages, loss, proceeding, liability, judgment, settlement, costs, or expense (including reasonable attorneys' fees, fines, and penalties) of every kind and character suffered by the service provider, its officers, agents, and employees by reason of any breach or alleged breach or failure of any of the agreements, representations, duties, or obligations of user under this agreement.

L. Limitation of Liability. In no event shall the service provider be liable to or through user or anyone else for any direct, indirect, special, incidental, exemplary, and/or extraordinary or consequential damages of any nature whatsoever. This includes lost revenue or losses as a consequence of service outage(s) or degradation or any other reason. Service is provided "as is" and "when available" and without warranty of any kind or nature, written or oral, expressed or implied.