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The Acceptable Use Policy (“AUP”), governs the use of internet related services provided by Spring Valley Telephone Company Inc doing business as SVT Broadband to Subscriber. This AUP applies along with other contractual terms apply to the Subscriber agreement. The use of Services by Subscriber constitutes agreement with the AUP by Subscriber. By using the Service, the Subscriber agrees to abide by, and require each user of the Service to abide by, the terms of this AUP and associated agreements. Any user who does not agree to be bound by these terms must immediately cease use of the Service and notify SVT Broadband at which time SVT Broadband may terminate service. All contractual terms also apply.

I. INTRODUCTION

In this AUP, "Service(s)" refers to any Internet related service Subscriber receives from Spring Valley Telephone Company Inc, or its affiliates including but not limited to High-Speed Internet Access, Dedicated Internet access, Voice over Internet Protocol (VoIP) Phone Service, Managed Service, Web Hosting, Data Center Hosting, Enterprise Hosting, or Unified Messaging. **By using this Service, you agree to abide by and be bound by the terms and conditions of this AUP.** This AUP may be revised by SVT Broadband at any time by posting on our website and will supersede all previous versions of this document. Annual notification will be provided to Subscribers of any material changes to the AUP.

II. VIOLATION OF THIS ACCEPTABLE USE POLICY

Violation of this AUP may result in SVT Broadband taking actions ranging from a warning, to suspension of privileges, or termination of Services. SVT Broadband may but is under no obligation to: (i) provide Subscriber with advance notice of an AUP violation, via e-mail or otherwise, and (ii) request that such violation be immediately corrected prior to acting.

SVT Broadband reserves the right to act immediately and without notice to suspend or terminate Services in response to a court order or other legal requirement that certain conduct be stopped or when SVT Broadband determines, in its sole discretion that the conduct may:



- Expose SVT Broadband to sanctions, prosecution, legal or civil action;
- Cause harm to or interfere with the integrity or normal operations of SVT Broadband's networks or facilities;
- Interfere with another person's use of SVT Broadband services or the Internet;
- Damage or disparage the reputation of SVT Broadband or its services; or
- Otherwise present a risk of harm to SVT Broadband's customers or their employees, officers, directors, agents, or other representatives.

SVT Broadband (i) may refer potential violations of laws to the proper authorities, (ii) may cooperate in the investigation of any suspected criminal or civil wrong, and (iii) will cooperate with authorities when required to do so by law, subpoena, or when the public safety is at stake.

SVT Broadband assumes no obligation to inform you that your information has been provided to law enforcement authorities and, in some cases, may be prohibited by law from providing such notice. SVT Broadband shall not be liable for any damages of any nature suffered by Subscriber or any other customer, user, or third party resulting in whole or in part from SVT Broadband's exercise of its rights under this AUP.

III. PROHIBITED USES AND ACTIVITIES

General Use Policy

Subscriber is responsible for complying with the AUP. Subscriber is also responsible for the actions of others who may be using the Services under Subscriber account. Subscriber must respond in a timely manner to complaints concerning the Services. If SVT Broadband is alerted to or otherwise becomes aware of violations or potential violations of this AUP, SVT Broadband will take whatever measures it deems necessary and appropriate to stop or prevent those violations.

Abuse of e-mail; Spamming

Mass e-mailing, spamming and "mail-bombing" (sending mass e-mail or deliberately sending excessively large attachments to one recipient) are prohibited. Business-class accounts may have different volume limitations and usage will be judged by type of account and the use. Forging e-mail headers (transmission information) is prohibited. Using another computer, without authorization, to send e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin is prohibited. Use of e-mail to harass or intimidate other users is prohibited.

Violation of the CAN-SPAM Act of 2003, or of any state or federal law regulating e-mail, is a violation of this AUP and SVT Broadband reserves the right to seek damages and other available relief



against you and/or any third parties as applicable. For purposes of this AUP, such violations are determined by SVT Broadband in its sole discretion.

No Resale/Sharing of Services

Subscriber is prohibited from reselling the Service or otherwise making the Service available to third parties (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly, unless expressly permitted by your Business Services Agreement.

For residential accounts, Subscriber agrees to not make the Services available to anyone other than immediate family and household guests. For business accounts, except as provided in an applicable Business Services Agreement, Subscriber agrees to not make the Service available to anyone other than to the business or the authorized employees or guests of the business.

Residential Services for Business Use

Subscribers may not use a residential service plan to conduct or commercially operate a business from their home in which that business utilizes the service for one of the following:

- Bitcoin or other digital currency hosting or mining;
- Website, server, content, or other data hosting;
- Provide content creation services that require large amounts of bandwidth;
- Leasing or providing data services that would otherwise consume large amounts of bandwidth.

SVT Broadband reserves the right to add, modify or remove from the afore mentioned list of data uses. SVT Broadband reserves the right to inspect and log residential subscribers who appear to be using services for unauthorized data uses. This section does not preclude residential service from being used by Subscribers who are using data services to work from home or telecommute such that service is not used as a primary means for the aforementioned services.

IV. CUSTOMER CONDUCT

Facilitating a Violation of this AUP

Subscriber is prohibited from advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate or facilitate a violation of this AUP and/or any law. This includes, but is not limited to, the facilitation of the means to spam, infringe on copyrights, and pirate software.



Illegal Activity; Tortious Conduct

Any use of the Services to violate any local, state, or federal law or regulation also violates this AUP. Prohibited activities include, but are not limited to:

- Transmitting any defamatory, libelous, fraudulent, deceptive, indecent, offensive or obscene materials;
- Using the Services to deliver spyware, or secretly or deceptively obtain the personal information of third parties (*e.g.*, phishing);
- Intentionally spreading computer viruses;
- Exporting software or technical information in violation of U.S. export control laws;
- Gaining unauthorized access to private networks;
- Engaging in the transmission of pirated software;
- Unauthorized copying, distribution or display of copyrighted material;
- Conducting or participating in illegal gambling;
- Soliciting for illegal pyramid schemes through e-mail or USENET postings;
- Violating rules, regulations, and policies applicable to any network, server, computer database, web site, or ISP that you access through the Services;
- Threatening, harassing, abusing, or intimidating others;
- Engaging in activity, illegal or not, that SVT Broadband determines in its sole discretion to be harmful to its subscribers, operations or networks;
- Making fraudulent offers of products, items, or services; or
- Creating or attempting to utilize a domain name that is defamatory, fraudulent, indecent, offensive, deceptive, threatening, abusive, harassing, or which damages the name or reputation of SVT Broadband.

Third Party Rules

You may have access through the Services to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, social networking sites or other services that promulgate rules, guidelines, or agreements to govern their use. Failure to adhere to any such rules, guidelines, or agreements shall be a violation of this AUP. SVT Broadband reserves the right not to accept postings from newsgroups where we have actual knowledge that the content of the newsgroup violates the AUP.



V. NETWORK MANAGEMENT

As permitted by law, SVT Broadband may establish appropriate limitations on bandwidth, data storage, or other aspects of the Service by amending this AUP. Subscribers must comply with all such limitations prescribed by SVT Broadband.

Network Security

It is Subscriber's responsibility to ensure the security of your network and the equipment that connects to the Services. Subscribers are required to take all necessary steps to secure and manage the use of the Services in such a way to assure that network abuse and/or fraudulent activity is prevented. Violations of system or network security may result in criminal and/or civil liability.

Failing to secure Subscriber system against abuse or fraudulent activity is a violation of this AUP. Subscriber is responsible for configuring and securing your network and the Services to prevent unauthorized access to Subscriber systems and/or the SVT Broadband network. Subscriber is also responsible for any fraudulent activity that may occur due to your failure to secure your network and the Services. Subscriber will be responsible if unknown third parties utilize the Services at any time for the purpose of illegally distributing licensed software, engaging in abusive behavior, or engaging in any type of fraudulent conduct. Subscriber may not, through action or inaction (e.g., failure to secure your network), allow others to use Subscriber network for illegal, fraudulent, or inappropriate uses, and/or any other disruptive, provoking, or abusive behavior that is in violation of these guidelines.

Responsibility for Content

Subscriber is responsible for any content you offer or receive through the Service.

Password Security

If applicable, Subscriber's password provides access to Subscriber individual account. It is Subscribers responsibility to keep the password secure. You are responsible for all access to or use of the Services through account. Attempting to obtain another Subscriber's account password is prohibited.

Web Hosting and Data Center Hosting Surveillance

SVT Broadband performs routine surveillance of its networks in connection with its web hosting, data center hosting, and related services. Although SVT Broadband will not, as an ordinary practice, proactively monitor your activities for violations of this AUP, there may be instances in which SVT



Broadband through its routine surveillance finds violations of this AUP and reserves the right to take whatever action it deems appropriate in its sole discretion.

VI. CONTACT INFORMATION

Contact for Reporting Abuse

Any party seeking to report a violation of this AUP may contact us via e-mail at: Electronically:
svtelephoneco@svtel.net

Postal Mail: Spring Valley Telephone Company Inc
Attn: Legal Compliance
PO Box 220
Spring Valley, WI 54767

Contact for Copyright Infringement

SVT Broadband complies with the Online Copyright Infringement Liability Limitation Act of 1998, 17 USC 512 (“Act”). As required by the Act, we have a policy that reserves our right to terminate services to subscribers who repeatedly infringe copyrights. If we receive a determination that any subscriber or account holder has infringed another’s copyright through the use of our system or network, we reserve the right to terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber. SVT Broadband accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Notices and counter-notices related to claimed copyright infringements should be directed to the following designated agent:

Spring Valley Telephone Company Inc
Email: svtelephoneco@svtel.net