

HUMBOLDT UTILITIES AUTHORITY ACCEPTABLE USE POLICY

Humboldt Utilities Broadband powered by Humboldt Utilities Authority ("HUA") has formulated this Acceptable Use Policy ("AUP"), in order to set forth terms regarding the responsible use of, as applicable, Humboldt Utilities Broadband's network, any associated equipment, systems, Internet services, and web sites (collectively, "the Services") by our customers and other users of the Services (collectively, "Users").

PLEASE READ THIS AUP CAREFULLY BEFORE USING ANY OF THE SERVICES. BY USING ANY PART OF THE SERVICES, USER AGREES TO BE BOUND BY THIS AUP AS SPECIFIED BELOW AND TO THE TERMS AND CONDITIONS OF SERVICE IN THE MASTER SERVICES AGREEMENT ENTERED INTO WITH UCEA ("Master Services Agreement"). IF USER DOES NOT AGREE TO ANY PART OF THIS AUP AND/OR THE MASTER SERVICES AGREEMENT, USER SHOULD REFRAIN FROM USING THE SERVICES.

User represents that User has read and agrees to be bound by the AUP and the Master Services Agreement, and that User is at least eighteen (18) years of age. Humboldt Utilities Broadband may revise and update this AUP and/or Master Services Agreement at any time by posting the amended terms to the Humboldt Utilities Broadband website, <https://www.humboldtutilities.com/>. User's continued use of the Services means that User accepts and agrees to the revised AUP and/or Master Services Agreement. If User disagrees with the AUP and/or the Master Services Agreement as amended from time to time, User's sole and exclusive remedy is to discontinue using the Services. Users should visit the AUP often to be aware of any updates.

Section 1 -- User's Responsibility

User is solely and exclusively responsible for compliance with this AUP and the Master Services Agreement. This includes use by third persons with authorization to access User's Services, whether User's employees, independent contractors, or otherwise.

Moreover, User is solely and exclusively responsible for any material User, or anyone using User's account, distributes, copies, creates, or otherwise makes available through the Services. Humboldt Utilities Broadband takes no responsibility for any material created or accessible on or through Services or the Internet. User is solely responsible for all content available on or through User's website, if any, and Humboldt Utilities Broadband expressly disclaims any and all liability for any such content. Humboldt Utilities Broadband does not, nor does it have any obligation to actively monitor or exercise editorial control over any Internet content, applications, or Services of User or third person. If Humboldt Utilities Broadband becomes aware that any such material created by User or third persons may violate any part of this AUP and/or may expose Humboldt Utilities Broadband to civil or criminal liability, Humboldt Utilities Broadband reserves the right to block access to such material, and to suspend or terminate Services. Humboldt Utilities Broadband cooperates with legal authorities and third parties in the investigation of alleged wrongdoing, including disclosing the identity of the User that Humboldt Utilities Broadband deems responsible for the wrongdoing.

Section 2 -- Prohibited Uses

Harmful Content. Users shall not use the Services to transmit, distribute, or store material that contains a virus, worm, Trojan Horse, time bomb, cancelbot, corrupted files, or other component harmful, or possibly harmful, to the Services, the Service network, Humboldt Utilities Broadband equipment, or other Users.

Fraudulent/Misleading Content. Users shall not use the Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data on any order form, contract, or online application, including the fraudulent use of credit cards. Users shall not use techniques to hide or obscure the source of any email or other communication.

Unsolicited Messages. User may not use the Services to send unsolicited email messages, including, without limitation, bulk commercial advertising or information announcements (collectively referred to as "Spam"), including, without limitation, actions such as using an email account on Humboldt Utilities Broadband's network to send Spam, or using the service of another provider to send Spam or to promote a site hosted on or connected to the Services. In addition, User may not use the Services in order to (a) send email messages which are excessive and/or intended to harass or annoy others; (b) continue to send email messages to a recipient that has indicated that he or she does not wish to receive them; (c) send email with forged TCP/IP packet header information; (d) send malicious email, including, without limitation, "mailbombing;" (e) send or receive email messages in a manner that violates the use policies of any other Internet service provider; (f) use an email box exclusively as a storage space for data; or (g) post the same or similar message to one or more news groups (excessive cross-posting or multiple posting). An email message will be considered unsolicited if it is sent to a recipient (1) who has not expressly requested or invited

it; (2) with whom the sender does not have an existing business or personal relationship; or (3) who has requested that the sender not send them any further messages.

System and Network Security Breaches. Users are prohibited from violating or attempting to violate the security of the Services, including, without limitation: (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access; (b) impersonating Humboldt Utilities Broadband personnel; (c) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (d) attempting to interfere with, disrupt or disable service to any User, host or network, including, without limitation, via means of overloading, "flooding," "mailbombing," "denial of service" attacks, or "crashing;" (e) forging any TCP/IP packet header or any part of the header information in any email or news group posting; (f) taking any action in order to obtain services to which User is not entitled; or (g) attempting to utilize another User's account name or persona without authorization from that User. User is also prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for the Services. Violations of system or network security may result in civil or criminal liability. Humboldt Utilities Broadband reserves the right to investigate occurrences, which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

Inappropriate Content. User shall not use the Services to advertise, solicit, transmit, disseminate, distribute, store, or otherwise make available material or information that is illegal, as reasonably determined by state or federal law or by any regulatory authority or Humboldt Utilities Broadband, including but not limited to illegal pornographic material (including child pornography), defamatory, libelous, threatening, harassing, abusive, hateful, or excessively violent. Users shall not advertise, solicit, transmit, disseminate, distribute, store, or otherwise make available material or information which participates or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violates any local, state, federal, or international law, order, rule, or regulation.

Misuse of System Resources. Users are prohibited from using the Services in a manner that might result in excessive consumption or utilization of Humboldt Utilities Broadband system or network resources, or which may weaken network performance, as determined in Humboldt Utilities Broadband's sole discretion. Such prohibited uses include, but are not limited to, hosting a web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, or use of server space for backup or storage of material unrelated to User's account.

Reselling. User may not sell, resell, lease or otherwise convey the Services, User's right to the Services, or any portion thereof, or otherwise charge others to use the Services, or any portion thereof. Further, User is prohibited from redistributing the Services, or any portion thereof, regardless of whether User receives compensation for such redistribution.

Intellectual Property. Material accessible through the 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. User shall not use the Services in any manner that would infringe, violate, dilute, or misappropriate any such rights. If User uses a domain name in connection with any of the Services, User must not use that domain name in violation of the trademark, service mark, or similar rights of any third party.

Pursuant to the Digital Millennium Copyright Act (the "Act"), Humboldt Utilities Broadband reserves its right to terminate subscribers and account holders who repeatedly infringe on copyrights. If Humboldt Utilities Broadband receives a determination that any subscriber or account holder infringed another's copyright using Humboldt Utilities Broadband's system or network, Humboldt Utilities Broadband may terminate service to that account after receiving notice of any further copyright infringement on the account. Humboldt Utilities Broadband accommodates, and does not interfere with, standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

Written notices related to claimed copyright infringements should be directed at the following designated agent:

**Humboldt Utilities Broadband
Attn: Broadband Supervisor
PO Box 850
Humboldt, TN 38343**

Any such notice should contain, at a minimum, identification of the copyrighted work claimed to have been infringed, identification and location of the material that is claimed to be infringing, and information reasonably sufficient to permit Humboldt Utilities Broadband to contact the noticing party.

If a notice of copyright infringement is wrongly filed against User, User shall have the right to submit a counter-notice, in writing, identifying the material that is the subject of the infringement notice and an explanation as to why

the infringement notice is in error. Any such counter-notice must be submitted to the designated agent at the email address noted above.

Section 3 – Violations; Suspension and/or Termination

Notwithstanding any other statement in this AUP to the contrary, Humboldt Utilities Broadband reserves the right, in its sole discretion, to monitor and manage the Humboldt Utilities Broadband websites, the Services, and/or server contents, as well as reported violations of this AUP, the Terms and Conditions, system or network security, any law, rule, or regulation, whether local, state, federal, or international, or other network abuses, to (1) comply with any necessary laws, regulations, or other governmental requests, this AUP, and/or the Terms and Conditions; (2) operate the server and the Services; (3) protect itself and its users; and may notify User of any reported violations by User or User's permitted users and/or employees or independent contractors. Use of the Services constitutes consent to any such monitoring. If a User is suspected of hacking or violating network security, the User may be subject to criminal and/or civil liability. Humboldt Utilities Broadband will investigate incidents involving such violations and may involve and cooperate with law enforcement authorities if a criminal violation is suspected.

Humboldt Utilities Broadband also reserves the right to reject or remove any material residing on or transmitted to or through the Services that it, in its sole discretion, believes to be unacceptable or in violation of any law, rule, or regulation, whether local, state, federal or international, that it believes to be in violation of this AUP and/or the Terms and Conditions. Humboldt Utilities Broadband may immediately remove content posted by User, User's employees or independent contractors, or those with authorized access to User's Services, if believes such content is unlawful, violates this AUP and/or the Terms and Conditions, or such removal is executed pursuant to the DMCA. Upon Humboldt Utilities Broadband's request, User shall terminate service to any of User's authorized users who, in Humboldt Utilities Broadband's sole discretion, have violated this AUP, the Terms and Conditions, or applicable laws or regulations. However, nothing in this paragraph shall be construed as imposing any obligation on Humboldt Utilities Broadband to reject or remove unacceptable or unlawful material in each or every instance, and it shall not be liable for any failure to do so.

User is responsible for compliance with this AUP, including the compliance of third persons authorized to access the Services through User's account. User agrees that any violation by User, User's employees or independent contractors, or third persons authorized to access the Services through User's account of this AUP and/or the Terms and Conditions may result in suspension or termination of the Services, without notice, and at Humboldt Utilities Broadband's sole option. User likewise agrees that Humboldt Utilities Broadband shall not be liable for any damages of any nature suffered by User, User's customers, any other User, or any third party resulting in whole or in part from Humboldt Utilities Broadband's exercise of its rights under this AUP and/or the Terms and Conditions. User agrees that Humboldt Utilities Broadband may terminate the Services if any law enforcement agency, acting within its jurisdiction, advises that the Services are being used in violation of the law.