

LORETTO TELEPHONE COMPANY, INC / LORETTO COMMUNICATION SERVICES, INC ACCEPTABLE USE POLICY FOR INTERNET SERVICES

Loretto Telephone Company, Inc. and its wholly-owned subsidiary Loretto Communication Services, Inc. (“Loretto Telecom”) have adopted this Acceptable Use Policy (“AUP”) to outline the acceptable use of Loretto Telecom’s Broadband Internet service (“Broadband Service”). This AUP is in addition to any restrictions contained in the Loretto Telecom Agreement for Residential Broadband Services (the “Subscriber Agreement”) available at www.lorettotel.com. Please refer to the [Network Management](#) Frequently Asked Questions (“FAQs”) at www.lorettotel.com, which include explanations of how Loretto Telecom implements and applies many of the provisions contained in this AUP. All capitalized terms used in this AUP that are not defined here have the meanings given to them in the Subscriber Agreement.

You, the customer, must comply with this AUP. Your failure to do so could result in the suspension or termination of your Broadband Service account. If you do not agree to comply with this AUP, you must immediately stop all use of the Broadband Service and notify Loretto Telecom so that it can close your account.

Loretto Telecom may revise this AUP from time to time by posting a new version on the company’s website at www.lorettotel.com (the “Loretto Telecom website”). Loretto Telecom will use reasonable efforts to make customers aware of any changes to this AUP, which may include sending email announcements or posting information on the Loretto Telecom website. Revised versions of this AUP are effective immediately upon posting. Accordingly, customers of the Loretto Telecom Broadband Internet Service should read any Loretto Telecom announcements they receive and regularly visit the Loretto Telecom website and review this AUP to ensure that their activities conform to the most recent version. You can send questions regarding this AUP to, and report violations of it at www.lorettotel.com. To report illegal content on the Internet, visit www.ftc.gov.

I. Prohibited Uses and Activities

In general, this AUP prohibits uses and activities involving the Broadband Service that are illegal, infringe upon the rights of others, and interfere with or diminish the use and enjoyment of the Broadband Service by others.

A. Network and Usage Restrictions

No user of the Broadband Service, Customer Equipment, or the Loretto Telecom Equipment may, individually or in combination with another:

1. restrict, inhibit or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Broadband Service (except for safety

and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send or retrieve information;

2. restrict, inhibit, interfere with or otherwise disrupt performance of the Broadband Service or cause a performance degradation;
3. regardless of intent, purpose or knowledge, to the Broadband Service or any Loretto Telecom (or Loretto Telecom supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Loretto Telecom (or Loretto Telecom supplier) facilities used to deliver the Broadband Service;
4. resell the Broadband Service or otherwise make available to anyone outside the Premises the ability to use the Broadband Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Broadband Service is for single residential or business use only, and you agree not to use the Broadband Service for operation as an Internet service provider or for any other purpose that resells or shares the Broadband service (whether or not for profit);
5. connect the Loretto Telecom Equipment to any computer outside of your Premises;
6. interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and
7. accessing and using the Broadband Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Broadband Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Broadband Service plan that expressly permits you to do so.

B. Conduct and Information Restrictions

No user of the Broadband Service, Customer Equipment, or the Loretto Telecom Equipment may, individually or in combination with another:

1. avoid incurring charges for or otherwise being required to pay for usage of the Broadband Service;
2. invade another person's privacy, stalk, harass or otherwise violate the rights of other persons;
3. undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal or non-U.S. law, order or regulation;

4. post, store, send, transmit or disseminate any information or material which a reasonable person could deem to be unlawful;
5. upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Broadband Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
6. collect, or attempt to collect, personal information about third parties without their consent;
7. transmit unsolicited bulk or commercial messages commonly known as "spam;"
8. send voluminous copies of the same or substantially similar messages, empty messages or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat or similar service;
9. initiate, perpetuate or in any way participate in any pyramid or other illegal scheme;
10. participate in the collection of voluminous amounts of email addresses, screen names or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;
11. collect responses from unsolicited bulk messages;
12. falsify, alter or remove message headers;
13. falsify references to Loretto Telecom or its network, by name or other identifier, in messages;
14. impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
15. violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system or website that you access or use;

C. Technical Restrictions

No user of the Broadband Service, Customer Equipment, or the Loretto Telecom Equipment may, individually or in combination with another:

1. use the Broadband service or facilities for web hosting, email hosting or other unusually high bandwidth consumption unless you have made special subscription arrangements with Loretto Telecom and the usage does not otherwise violate law or regulation;
2. access any other person's computer or computer system, network, software or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks or accounts without express permission to do so;

3. use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
4. copy, distribute or sub-license any proprietary software provided in connection with the Broadband Service by Loretto Telecom or any third party, except that you may make one copy of each software program for back-up purposes only;
5. distribute programs that make unauthorized changes to software (cracks);
6. use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, Web hosting, file sharing and proxy services and servers;
7. use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
8. service, alter, modify or tamper with the Loretto Telecom Equipment or Broadband Service or permit any other person to do the same who is not authorized by Loretto Telecom;

II. Customer Conduct and Features of the Broadband Service

A. Customer Obligations

In addition to being responsible for your own compliance with this AUP, you are also responsible for any use or misuse of the Broadband Service that violates this AUP, even if it was committed by a friend, family member or guest with access to your Broadband Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Broadband Service by, for example, strictly maintaining the confidentiality of your Broadband Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Broadband Service, including any data stored or shared on that device. It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by Loretto Telecom that connect to the Broadband Service from external threats such as viruses, spam, malware and other methods of intrusion.

B. Loretto Telecom's Rights

Loretto Telecom reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of this AUP, or otherwise harmful to Loretto Telecom's network or customers using the Broadband Service, regardless of whether this material or its dissemination is lawful so long as it violates this AUP. Neither Loretto Telecom nor any of its affiliates, suppliers or agents [hasve](#) any obligation to monitor transmissions or postings (including, but not limited to, email, file transfer, blog, newsgroup and instant message transmissions) made on the Broadband Service. However, Loretto Telecom and its affiliates, suppliers and agents have the right to monitor these transmissions and postings on

occasion for violations of this AUP and to disclose, block or remove them in accordance with this AUP, the Subscriber Agreement and applicable law.

C. Service Restrictions

All of Loretto Telecom's network and system services are provided according to scheduled fees for each type of service. You agree to use such services in accordance with the terms set forth below.

1. Email and Web-Hosting Services

- (i)** Unsolicited Email Prohibited - You may not use Loretto Telecom-hosted email addresses for the purpose of sending unsolicited email. You may not use or cause to be used Loretto Telecom's equipment, network connectivity or other resources to originate, deliver, relay or otherwise transmit unsolicited email messages. You may not engage in any of the foregoing prohibited activities by using the service of any other provider, third-party agent, e-mail service or address forwarding service, in such a way that Loretto Telecom's network addresses or Loretto Telecom-hosted web or email services are in any way identified as being associated with the sending of unsolicited email.
- (ii)** Unauthorized use or forging, of mail header information (e.g. "spoofing") is prohibited.
- (iii)** Fraudulent Activity Prohibited – You may not use the Loretto Telecom email and webhosting services to make fraudulent offers to sell or buy products, items and services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," or "chain letters." You may not use techniques to hide or obscure the source of any email or other communications.
- (iv)** Loretto Telecom reserves the right to suspend or delay delivery of email to Customers utilizing the Loretto Telecom email services and/or the virtual domain email if the volume of email being redirected, stored or delivered on the Customer's behalf is deemed excessive.

The Broadband Service may not be used to communicate or distribute e-mail or other forms of communications in violation of Section I of this AUP. As described below in Section III of this AUP, Loretto Telecom uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).

Loretto Telecom is not responsible for deleting or forwarding any email sent to the wrong email address by you or by someone else trying to send email to you. Loretto Telecom also is not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted or stored temporarily at Loretto Telecom's sole discretion. In the event that Loretto Telecom believes in its sole discretion that any subscriber name, account name or email address (collectively, an "identifier") on the Broadband Service may be used for, or is being used for, any misleading, fraudulent or other improper or illegal purpose,

Loretto Telecom (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, Loretto Telecom may at any time reserve any identifiers on the Broadband Service for Loretto Telecom's own purposes. In the event that a Broadband Service account is terminated for any reason, all email associated with that account (and any secondary accounts) will be permanently deleted as well.

2. Instant, Video and Audio Messages

Each user is responsible for the contents of his or her instant, video and audio messages and the consequences of any of these messages. Loretto Telecom assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store these messages. In the event that a Broadband Service account is terminated for any reason, all instant, video and audio messages associated with that account (and any secondary accounts) will be deleted as well.

III. Network Management and Limitations on Data Consumption

Loretto Telecom manages its network with the goal of delivering a fast, safe and uncompromised broadband Internet experience to all of its customers. But, high-speed bandwidth and network resources are not unlimited. Managing the network is essential for the promotion of best possible Broadband Internet experience by all of Loretto Telecom's customers. The company uses reasonable network management practices that are consistent with industry standards. Loretto Telecom tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

All broadband Internet service providers manage their networks. Many of them use the same or similar tools that Loretto Telecom does. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion and other risks and degradations of service. By engaging in responsible network management, including enforcement of this AUP, Loretto Telecom can deliver the best possible broadband Internet experience to all of its customers. Visit Loretto Telecom's website at www.lorettotel.com for more information.

A. Network Management

Loretto Telecom uses various tools and techniques to manage its network, deliver the Broadband Service and ensure compliance with this AUP and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and they can and do change frequently. Loretto Telecom's network management practices may include (i) identifying spam and preventing its delivery to customer email accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other

tools and techniques that Loretto Telecom may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

B. Network Usage and Data Consumption Restrictions

You acknowledge that all of ~~the~~ Loretto Telecom Broadband ~~S~~services are intended for periodic, active use of email, user newsgroups, transfers via FTP, Internet chat, Internet games and browsing of the Internet. You must comply with all current bandwidth, data storage and other limitations on ~~the~~ Loretto Telecom Broadband Services established by Loretto Telecom and Loretto Telecom suppliers. The excessive use or abuse of Loretto Telecom's network resources by one customer may have a negative impact on all other Customers. Accordingly, you may not use ~~the~~ Loretto Telecom Broadband Services or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in Loretto Telecom's sole discretion. Such prohibited actions include, but are not limited to: using ~~the~~ Loretto Telecom Broadband Services to host a Web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, using net hosting, continuous FTP uploading or downloading, or acting in a manner that negatively affects other users' ability to engage in real-time exchanges and use of ~~the~~ Loretto Telecom Broadband Services.

Residential Broadband Service is for personal and non-commercial residential use only. Therefore, Loretto Telecom reserves the right to suspend or terminate residential Broadband Service accounts where data consumption is not characteristic of a typical residential user of the Broadband Service as determined by Loretto Telecom in its sole discretion.

Common activities that may cause excessive data consumption in violation of this AUP include, but are not limited to, numerous or continuous bulk transfers of files and other high-capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications and (iii) newsgroups. You must also ensure that your use of the Broadband Service does not restrict, inhibit, interfere with or degrade any other person's use of the Broadband Service, nor represent (as determined by Loretto Telecom in its sole discretion) an excessive burden on the network. In addition, you must ensure that your use of the Broadband Service does not limit or interfere with Loretto Telecom's ability to deliver and monitor the Broadband Service or any part of its network.

If you use the Broadband Service in violation of the restrictions referenced above, that is a violation of this AUP. In these cases, Loretto Telecom may, in its sole discretion, suspend or terminate your Broadband Service account or request that you subscribe to a version of the Broadband Service (such as a commercial grade Broadband service, if appropriate) if you wish to continue to use the Broadband Service at higher data consumption levels. Loretto Telecom may also provide versions of the Broadband Service with different speed and data consumption limitations, among other characteristics, subject to applicable Broadband Service plans.

Loretto Telecom's determination of the data consumption for Broadband Service accounts is final.

IV. Violation of this Acceptable Use AUP

Loretto Telecom reserves the right to immediately suspend or terminate your Broadband Service account and terminate the Subscriber Agreement if you violate the terms of this AUP or the Subscriber Agreement.

Loretto Telecom does not routinely monitor the activity of individual Broadband Service accounts for violations of this AUP, except for determining aggregate data consumption in connection with the data consumption provisions of this AUP. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Broadband Service. Loretto Telecom has no obligation to monitor the Broadband Service and/or the network. However, Loretto Telecom and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions and content in order to, among other things, operate the Broadband Service; identify violations of this AUP; and/or protect the network, the Broadband Service and Loretto Telecom users.

Loretto Telecom prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Loretto Telecom also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Loretto Telecom's intervention. However, if the Broadband Service is used in a way that Loretto Telecom or its suppliers, in their sole discretion, believe violates this AUP, Loretto Telecom or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Broadband Service (including but not limited to newsgroups). Neither Loretto Telecom, nor its affiliates, suppliers or agents, will have any liability for any of these responsive actions. These actions are not Loretto Telecom's exclusive remedies and Loretto Telecom may take any other legal or technical actions it deems appropriate with or without notice.

Loretto Telecom reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on Loretto Telecom's servers and network. During an investigation, Loretto Telecom may suspend the account or accounts involved and/or remove or block material that potentially violates this AUP. You expressly authorize and consent to Loretto Telecom and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) ~~and~~ system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP. Upon termination of your Broadband Service account,

Loretto Telecom is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).

The failure of Loretto Telecom or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. You agree to indemnify, defend and hold harmless Loretto Telecom and its affiliates, suppliers and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this AUP. Your indemnification will survive any termination of the Subscriber Agreement.