

Consolidated Communications Acceptable Use Policy

Consolidated Communications has established an Acceptable Use Policy (which may be referred to as the "AUP") for the protection of Consolidated Communications and its customers for use of certain Consolidated Communications products and services, including, without limitation, Consolidated Communications Web sites. Feel free to e-mail us at administrator@consolidated.net with questions you have about our AUP, our products, or our company!

This is an agreement between you and Consolidated Communications Network Services, Consolidated Communications Incorporated and their employees, officers, affiliates and assigns (jointly "Consolidated Communications") regarding your use of the Consolidated Communications Internet Service, and all Consolidated Communications Web hosting products, and the provision by Consolidated Communications of such Services to you. By using Consolidated Communications Services, you are consenting to be bound to the terms of this agreement, which shall be referred to as the "Consolidated Communications Acceptable Use Policy" or "AUP".

- 1. Unlawful or Unacceptable Use of the Consolidated Communications Service.** You may not use, or permit the use of, the Consolidated Communications Service for unlawful purposes or for purposes that Consolidated Communications finds unacceptable. In order to fulfill this obligation, you may not transmit, post or receive certain material, which include but are not limited to the following: threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would result in a criminal offense or civil liability, or otherwise violate any local, state, national or international laws or regulations. Moreover, you may not (i) transmit any information or software which contains a virus, worm, Trojan Horse, or other harmful component; (ii) transmit any information, software or other material that is protected by copyright or other proprietary right (including trade secret materials), or derivative works thereof, without obtaining permission of the copyright owner or right holder; (iii) transmit any bulk e-mail, whether or not solicited; or (iv) transmit any unsolicited bulk e-mail (also known as "spam"). You agree to indemnify Consolidated Communications and hold Consolidated Communications harmless from any and all claims, damages, losses, and expenses (including attorneys' fees and expenses) resulting from or allegedly resulting from your use of the Consolidated Communications Service whether or not such use is found to be in violation of any statute, rule or regulation.
IMPORTANT NOTE: IF YOU VIOLATE THIS ACCEPTABLE USE POLICY, YOUR ACCOUNT MAY BE SUSPENDED OR TERMINATED WITHOUT NOTICE, AND WITHOUT A REFUND, AT THE DISCRETION OF CONSOLIDATED COMMUNICATIONS.
- 2. Access to Other Networks.** Any time you access another network through the Consolidated Communications Service, you must comply with that network's rules and policies. You agree to indemnify Consolidated Communications and hold Consolidated Communications harmless from any and all claims, damages, losses, and expenses (including attorney's fees and expenses) resulting from or allegedly resulting from your access or use of other networks.
- 3. Control Over Content.** Consolidated Communications provides access to various forms of content that are available over the Internet. Consolidated Communications does not screen in advance any specific information available over the Internet. Consolidated Communications reserves the right (but does not assume the responsibility) to block or limit access to general categories of content that Consolidated Communications deems in its sole discretion to be harmful, offensive, or otherwise in violation of this Consolidated Communications Acceptable Use Policy. Consolidated Communications shall have no liability for any action or inaction with respect to content received over the Internet. It is your responsibility to control access to information that you might find unsuitable. This includes controlling access by minors through your account. By signing up for the Consolidated Communications Service you acknowledge receiving this warning and will not hold Consolidated Communications responsible for language, opinions, discussions or graphics which may be viewed on the Internet. Consolidated Communications has no obligation to monitor the Internet or any service offered via the Internet, including a Consolidated Communications Service; however, you agree that Consolidated Communications has the right to monitor electronically, from time to time, and to disclose any information as Consolidated Communications in its sole discretion deems necessary to satisfy any law, to operate its Services properly, or to protect itself or its subscribers.
- 4. LIABILITY LIMITATIONS.** CONSOLIDATED COMMUNICATIONS MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, FOR THE SERVICES IT IS PROVIDING. CONSOLIDATED COMMUNICATIONS DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONSOLIDATED COMMUNICATIONS WILL NOT BE RESPONSIBLE FOR ANY DAMAGE

SUFFERED BY THE CUSTOMER, INCLUDING LOSS OF DATA RESULTING FROM DELAYS, FAILURE TO DELIVER, MISTAKEN DELIVERIES OR SERVICE INTERRUPTIONS. THE USE OF ANY INFORMATION OBTAINED THROUGH THE CONSOLIDATED COMMUNICATIONS SERVICES IS AT YOUR OWN RISK. CONSOLIDATED COMMUNICATIONS MAKES NO WARRANTY AS TO THE CONTENT OR ACCURACY OF THE INFORMATION. CONSOLIDATED COMMUNICATIONS IS NOT LIABLE FOR ANY CLAIMS RESULTING FROM ANY FAILURE OR INTERRUPTION OF THE SERVICES. CONSOLIDATED COMMUNICATIONS WILL, HOWEVER, REPAY YOU (IF YOU HAVE ALREADY PAID) FOR ANY SERVICES NOT PROVIDED DURING THE PERIOD IN WHICH THEY WERE NOT PROVIDED.

- 5. Additional Information regarding Use of the Consolidated Communications Internet Service.** As a user of the Consolidated Communications Internet Service, you may be assigned an IP address. This address is controlled by Consolidated Communications and may be provided to you during the time that you use the Consolidated Communications Internet Service. Any IP addresses assigned to you are controlled by Consolidated Communications and are not transferable to any other party. You will not be allowed to maintain this IP address if you discontinue your use of the Consolidated Communications Internet Service.
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- 6. Miscellaneous.** Consolidated Communications reserves the right to modify this Acceptable Use Policy from time to time. Continued use of a Consolidated Communications Service constitutes acceptance of modifications made to this Acceptable Use Policy. In addition to any other available remedies, Consolidated Communications may suspend your access to and/or terminate your account without refund for any Consolidated Communications Service immediately and without notice if you engage in any conduct or activities that Consolidated Communications, in its sole discretion, believes are in violation of this Acceptable Use Policy. If you engage in any activities which cause damage to Consolidated Communications, its customers, or its suppliers, Consolidated Communications reserves the right to pursue a claim against you, including, but not limited to, a claim for monetary damages to address economic losses that may occur. Nothing contained in this Acceptable Use Policy shall be construed to limit the rights and remedies of Consolidated Communications, and Consolidated Communications hereby reserves all such rights and remedies which may be available to it at law or in equity.
- 7. Enforceability.** In the event that any portion of this Acceptable Use Policy is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. Any failure by Consolidated Communications to insist upon or enforce strict performance of any provision of this Acceptable Use Policy shall not be construed as a waiver of any provision or right. This Acceptable Use Policy shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its conflicts of law provisions. Any cause of action you may have with respect to the Consolidated Communications Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.