

## **PINE BELT'S BROADBAND INTERNET ACCESS SERVICE DISCLOSURES**

Pursuant to the terms and conditions of Pine Belt's Service Application, Price List, Fair Access Policy and Acceptable Use Policy, Pine Belt provides telecommunications, information and other services to its customers through Pine Belt Cellular, Inc. d/b/a Pine Belt Wireless, Pine Belt Broadcasting, LLC d/b/a Pine Belt Telephone Competitive Services and Pine Belt Telephone Company, Inc., and those of its subsidiaries, affiliates and any other person or entity doing business as Pine Belt. Pine Belt offers QuickSpeed Digital Subscriber Line (DSL), TrueLine Basic Rate Digital, Digital Data Channel, DS1 and Wireless Broadband, Internet and Mobile 3G Data services for Internet access via its own network facilities.

### **I. Network Management Practices**

#### ***Congestion Management***

In order to offer consumers affordable broadband service, all broadband providers make their services available over "shared" rather than "dedicated" networks. While shared networks typically cost less to build and operate, they are also more prone to congestion. Some consumer broadband services, like cable modem and mobile wireless service, are shared all the way from the consumer to the Internet, while other services, like DSL, are only partially shared because they offer a dedicated link over the "last mile" to the consumer. With any shared network, some limitations on the uses individual subscribers make of their service are inherently necessary to ensure that all customers collectively receive an acceptable level of service. Absent such limitations, excessive or inappropriate usage by a minority of users can negatively affect the Internet experience of all users.

Pine Belt's telephone network is designed to provide its customers with highly reliable Internet access and data transmission services via a redundant, state-of-the-art fiber backbone that is monitored around the clock and instantaneously re-routes traffic in the event of a cable cut or other outage. Pine Belt's digital wireless network consists of forty-six cell towers covering Choctaw, Marengo, Dallas, Perry and Wilcox counties. Pine Belt uses various tools and techniques to manage its network and deliver its services. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily delaying peer-to-peer sessions (or sessions using other applications or protocols) during periods of high network congestion, (iv) limiting the number of peer-to-peer sessions during periods of high network congestion, and (v) using other tools and techniques that Pine Belt may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

Where a service account, service or feature descriptions specify bandwidth, disk utilization, simultaneous connections and/or aggregate data download or upload, use in

excess of those limits (bytes/bits transferred) is not permitted without an appropriate change in account type or status, and additional charges may incur for such usage. In addition, sessions on dial accounts that repeatedly exceed a reasonable time may be terminated in order to protect network resources and preserve service availability for other users. In the event Pine Belt determines that an account is exceeding the relevant bandwidth, disk utilization, aggregate data download/upload limits, simultaneous connections or reasonable session times for dial-up or high-speed broadband accounts, the customer will generally be notified by telephone. However, if excessive bandwidth, disk space utilization, simultaneous connections, aggregate data download or upload, or dial-up session length is determined to adversely affect Pine Belt's ability to provide service or the customer cannot be contacted, immediate action may be taken. The account owner may be notified as soon as practicable thereafter. If excess use continues after such notification, the account owner may be requested to upgrade the type of account or modify the activity creating the excess use. Failure to make the requested modifications may result in the account being terminated.

### ***Specific Applications / Device Attachments***

Pine Belt customers' personal computers ("PCs") will have high-speed Internet access anywhere when connected via Ethernet to the Pine Belt modem. You may connect your PC directly to your modem with an Ethernet cable, or you can attach a wireless hub or router to your modem and connect wirelessly (using the popular 802.11 standards, for example). Minimum PC requirements for Windows PCs include: 300+ MHz processor, 128 MB RAM, Windows 98SE, ME, 2000 or XP operating system, 100 MB of free hard drive space, and an Ethernet NIC card. Minimum requirements for Macs include: 300+ MHz processor, 128 MB RAM, OS9 or OS10.2+ operating system, 100 MB of free hard drive space, and an Ethernet NIC card.

### ***Security Measures***

Pine Belt regularly monitors the technical performance of its network to provide a secure, high-quality broadband experience, and it will act to minimize the impact of threats to the security of the network – including threats posed by viruses, worms, spyware and spam – that could lead to congestion and degraded performance. None of the security measures intended to prevent the spread of viruses, malware, spam or other threats to consumers should prevent you from running a mail server or web server using the broadband connection; however, Pine Belt is not required to disclose internal network security measures, such as routing security practices, that do not directly bear on a consumer's choices regarding Internet access or services.

You are solely responsible for the security of any device you choose to connect when using Pine Belt's services, including any data stored on that device. You assume any and all risks relating to the security of your communications, data and network and its potential access by others, including, but not limited to, the transmission of any computer virus or similar software which alters, disables or destroys, in whole or in part, the hardware, communications, data and/or network. You must take reasonable measures to protect the security of any such connected equipment, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computers from

malicious programs. In the event of a malicious program infecting your computer that causes a violation of Pine Belt's Acceptable Use Policy, as found at [https://pinebelt.squarespace.com/s/Acceptable-Use-Policy-2014\\_08\\_08.pdf](https://pinebelt.squarespace.com/s/Acceptable-Use-Policy-2014_08_08.pdf), Pine Belt may suspend your service until the problem is resolved; however, you will remain fully liable for all applicable monthly fees and charges during any period of suspension.

## II. Service Descriptions and Performance Characteristics

One of the challenges associated with providing broadband Internet access is the fact that the end-to-end Internet throughput that customers experience – that is, the average rate of successful message delivery over the service connection, usually measured in bits per second (bit/s or bps), and sometimes in data packets per second or data packets per time slot – is largely outside the control of individual broadband providers like Pine Belt. A myriad of factors ranging from the capacity of content providers' servers and connections, to the performance of a user's own computer can affect throughput. As a result, no provider can guarantee the end-to-end throughput speed across the Internet that a consumer will receive. Thus, when Pine Belt offers service at a given speed, we are referring to the speed capability we provide to a customer's home, rather than the speed at which the customer's computer exchanges packets with other Internet end points. Pine Belt provides broadband service in discrete, non-overlapping speed tiers. Pine Belt will strive to provide service within the speed tier that you purchased; if we find that we are not providing service within the ordered speed tier, Pine Belt will take action either to bring the service within the ordered tier or give you an option to move to a different tier. Your personal computer(s) or other premises equipment connected must meet the following minimum requirements in order to utilize the service:

Windows 3.1, Windows 95, Windows 98 or Macintosh computer 486 processor  
(or higher)

8 Megabytes of RAM

20 Megabytes of free hard disk space

**Pine Belt's Digital Subscriber Line (DSL) service** provides digital data transmission over telephone wires, enabling simultaneous use of the telephone and data. It may be ordered separately or bundled with other telecommunications services, at a discounted rate. Pine Belt offers the following DSL services to 100% of the businesses and residences it serves:

QuickSpeed DSL – download speeds of up to 256 Kilobytes per minute (Kb) and upload speeds of up to 128 Kilobytes per minute

QuickSpeed DSL – download speeds of up to 512 Kb and upload speeds of up to 256 Kb

QuickSpeed DSL – download speeds of up to 1.5 Megabytes per minute (MB) and upload speeds of up to 750 Kb

QuickSpeed DSL – download speeds of up to 3.0 MB and upload speeds of up to 1.5 MB

The Pine Belt system is engineered to help offset the impact of latency, which is the delay caused by sending signals from the network to the customer's PC. However,

there is a delay of about 7.5 milliseconds as the signal travels. For most applications, this latency does not affect performance; however, there are some applications like voice over Internet protocol (telephone service delivered over the Internet, also known as VoIP), or real-time interactive gaming, where latency will have a noticeable effect on performance over the Pine Belt network, as it would on any broadband service.

**Pine Belt DS1 service** provides for the simultaneous two-way transmission of digital signals only at speeds of 1.544 Mbps using only digital transmission facilities. DS1 Local Channel is furnished between a Serving Wire Center and the customer's premises. The local channel rate includes the central office trunk termination (COTT).

**Digital Data Channel Services** provide for the simultaneous two-way transmission of digital signals at synchronous speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps over digital facilities between points within a local access and transport area (LATA). Digital Local Channel is furnished between a Serving Wire Center and the customer's premises. The Digital Local Channel Charges apply per local channel and include a channel termination at Pine Belt's central office.

**TrueLine Basic Rate Digital service** is based on the National Integrated Services Digital Network (ISDN) standards, which is a set of standards for simultaneous end-to-end digital voice and data transmission over the same telephone line.

TrueLine Basic Rate Digital Service arrangement obtains its capabilities from a Basic Rate Interface (BRI) ISDN capable central office switch. The BRI ISDN arrangement provides two communications channels using one physical line between the customer premise and the digital central office. These channels are called "Bearer" or "B" Channels. Another Channel, called the "Delta" or "D" Channel, is used for signaling purposes. The complete BRI ISDN line is known as 2B+D.

A "B" Channel is a bi-directional synchronous channel capable of supporting digital transmission speeds of at least 56 kilobits per second (Kbps). A "D" Channel is a 16 Kbps digital signaling channel that carries signaling and control for the B Channels. All ISDN B Channel transport service and interconnection is sub-rated to 56 Kbps per channel.

The standard transmission parameters for a TrueLine Basic Rate Digital Service line utilizing an ISDN Basic Rate Interface (BRI) consists of a maximum of 38.5db loop loss at a 40kHz test tone terminated into a 135 ohm impedance. The 38.5db loss includes all central office facilities, outside plant facilities and inside wiring.

TrueLine Basic Rate Digital Service is available only from central offices equipped with the necessary facilities to provide standard National ISDN. In the event that a customer is served from a non ISDN equipped central office, Pine Belt may, at its discretion, provide TrueLine Basic Rate Digital Service from an alternate serving central office, at reasonable additional rates to be handled on a case-by-case basis and agreed upon by both Pine Belt and the customer. Such provisioning may be elected at the discretion of Pine Belt, when the service can be provided at a reasonable company cost.

The customer must accept the serving location assigned by Pine Belt and must agree to revert to service from the normal serving central office at such time as TrueLine Basic Rate Digital Service is available in that office.

The availability, functionality and capabilities of TrueLine Basic Rate Digital Service may vary, or may not be available, dependent upon type of serving central office switch, related software controlling that switch and associated outside plant including but not limited to cable pair availability and digital loop carrier capabilities. Where facilities are not available, or unusual expenditures are involved in making them available, the customer may be required to pay additional charges to cover the unusual expenditure, or to contract for services beyond the normal service term, or both. In the event Pine Belt requires a long term service contract, if the customer's TrueLine Basic Rate Digital service is disconnected for any reason prior to contract expiration, Pine Belt may be entitled to recover from the customer an amount equal to the monthly recurring charges times the number of months remaining on the contract plus any applicable legal, administrative, or other collection fees.

TrueLine Basic Rate Digital Service may be provided to a customer's location served beyond the normal transmission range of the serving central office. In such cases, in addition to the charges and rates for TrueLine Basic Rate Digital Service, Distance Extension Service rates and charges are applicable. These rates and charges will be determined on an individual case basis.

**QuickSpeed Wireless Broadband service** is offered in the communities of Arlington, Butler, Demopolis, Kimbrough, Linden, Mt. Sterling, Myrtlewood, Pennington, Pine Hill, Red Springs, Selma, Summerfield, Thomaston, Toxey and Valley Grande at download speeds of up to 3.1 Mbps.

**QuickSpeed Wireless Internet service** is available to all communities in Dallas, Wilcox, Perry, Marengo and Choctaw counties and provides up to 153 Kbps download.

**QuickSpeed Wireless 3G Mobile and WiFi Gateway service** provides customers with Internet download speeds of up to 3 Mbps through their cell phones. Wireless routers and modems are also available from Pine Belt that will connect most laptop and desktop computers to the Internet. Communities served include Selma and Valley Grande, Linden, Demopolis, Providence, Thomaston, Butler, Arlington, Mt. Sterling, Myrtlewood, Pennington, Toxey, Red Springs and Pine Hill; Marion and Heiberger in Perry County, Camden and Yellow Bluff in Wilcox County; and Burnsville in east Dallas County and surrounding areas.

### III. Commercial Terms

***Base Pricing (additional packages including these basic services may be offered; additional charges may apply)***

Pine Belt QuickSpeed DSL only:

QuickSpeed DSL (256 Kb) - \$39.95 per month

QuickSpeed DSL (512 Kb) - \$49.95 per month  
 QuickSpeed DSL (1.5 MB) - \$69.95 per month  
 QuickSpeed DSL (3.0 MB) - \$79.95 per month

DS1 Local Channel, each DS1 with COTT:

	Nonrecurring Charge	Month to Month (per month)	12 Months (per month)	24 Months (per month)	36 Months (per month)
Each DS1	\$300.00	\$335.00	\$279.00	\$261.00	\$244.00

Digital Data Channel Services:

Kbps	Nonrecurring Charge		Monthly Charges		
	First	Add'l	Month to Month	12 Months	24 Months
2.4	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
4.8	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
9.6	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
19.2	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
56.0	\$459.00	\$311.00	\$105.00	\$93.00	\$86.00
64.0	\$470.00	\$351.00	\$105.00	\$93.00	\$86.00

TrueLine Basic Rate Digital Service:

Rates and charges for providing a TrueLine Basic Rate Digital Service Capable line to the customer's premises with the standard 2B+D Alternate Circuit-Switched Voice/Data channel capability:

Type of Service	Service	
	Establishment	Monthly Rate
Residential TrueLine Basic Rate Digital Service	\$45.00	\$32.60
Single Line Business TrueLine Basic Rate Digital Service	\$45.00	\$65.20



\$24.95 per month

Pine Belt QuickSpeed Wireless 3G Mobile Service:

\$15.00 per month

***Cancellation or Termination Fees***

You may you cancel your order for Pine Belt services before the first of the ordered services is installed, without charge. Service will be considered installed when such service is activated and ready for use, regardless of whether you are actually using such service or have connected it to any equipment inside your premises. If you cancel your order after installation, you will be responsible for all installation and connection charges, any billed or accrued, but unpaid, service charges through the date of cancellation (including for service paid in advance), any charges for damaged or unreturned equipment and any termination fees. Any termination notice may be by telephone or in person during normal business hours or by email and must be acknowledged in writing. Termination of service after installation shall be effective upon five business days' notice.

Should the service, or any portion, be terminated or suspended, all amounts owed for prior service will become immediately due and payable, in addition to a termination fee of \$200.00, and all of Pine Belt's equipment relating to such service must be returned immediately. The equipment has an actual value greater than its purchase price because it is a means to receive programming not otherwise available to nonsubscribers. Pine Belt retains sole discretion as to whether to allow service to be reconnected after termination due to a breach or violation of the customer service agreement.

Customers will not, however, be responsible for any termination fees in the event of cancellation of service by Pine Belt unrelated to a breach or cancellation of the service agreement on the customer's part or the customer's termination of service due to a price or term modification that has the effect of increasing the cost of the service to the customer (other than a tax increase) or materially changing the service. The customer remains liable for all other accrued, but unbilled charges through the termination date (including any charges paid in advance) and the reasonable costs of any action Pine Belt may take to collect amounts not paid when due, including, but not limited to, the costs of a collection agency, reasonable attorney's fees and court costs.

***Privacy Policies***

Internet systems use public access facilities to transmit voice and data communications, and the privacy of such transmitted materials cannot be guaranteed. In particular, electronic mail passes through multiple mail servers on the Internet as it passes from source to destination, and Internet systems may carry material which may be considered abusive, profane or sexually offensive. Pine Belt is not liable to its customers for any claims, loss, damages or cost that may result from lack of privacy on the system or from the content of such transmitted material.

Pine Belt does not intend to censor the content of any newsgroups or other communications passing through its systems. Pine Belt believes such choices should

generally be left to the individual customer. Software tools are available to screen a customer account's access to newsgroups and websites that might be considered offensive. It is the customer's responsibility to make use of such tools, if desired.

Newsgroup postings and other e-mail messages sent via the service and the Internet are communications between the senders and consenting receivers thereof, and Pine Belt has neither the authority nor the responsibility to regulate their content. The views and comments expressed by the senders of such postings or messages are solely those of their authors and do not reflect any review, approval or endorsement by Pine Belt. Pine Belt will, however, attempt to assist customers who continually receive e-mail they deem to be objectionable and/or unsolicited e-mail and notify it of the problem.

Likewise, Pine Belt does not routinely monitor the activity of individual service accounts for violations of its usage policies or agreements, except when determining aggregate bandwidth consumption or when examining mail on Pine Belt's own mail servers when allowed under law or as part of system maintenance or troubleshooting – i.e., when investigating e-mail delivery problems or pursuant to a valid state or federal civil or investigative demand. However, Pine Belt will respond appropriately if it becomes aware of inappropriate use of its services.

Pine Belt and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the service, identify violators and/or protect the network, the services and Pine Belt's users, although they have no legal obligation to do so. Pine Belt prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action or to resolve their differences with other customers without its intervention. However, if the services are used in a way that Pine Belt or its suppliers, in their sole discretion, believe violate its customer agreements, Pine Belt or its suppliers may, without liability, take any responsive actions they deem appropriate under the circumstances, with or without notice to the customer, including, but 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 service. These actions are not exclusive remedies, and Pine Belt may take any other legal or technical actions it deems appropriate, with or without prior notice to the customer.

### ***Service Limitations***

Pine Belt's services are subject to transmission limitations caused by atmospheric, topographical and any other like conditions. Additionally, services may be temporarily refused, limited, interrupted or curtailed due to government, regulations or orders, system capacity limitations, limitations imposed by an underlying communications carrier, or because of equipment modifications, upgrades, repairs or reallocations or other similar activities necessary or proper for the operation or improvement of Pine Belt's Internet system. Pine Belt shall in no event be liable for such service or equipment interruptions or delays in transmission, errors or defects in service or equipment when caused by acts of God, fire, war, riots, government authorities, default of supplier or other causes beyond its or any underlying communications carrier's control.

Unless otherwise authorized by Pine Belt, you may not permit more than one high-speed Internet log-on session to be active at one time. A log-on session represents an active connection to your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment or office complex) to your modem and/or router to access the service (including the establishment of a "WiFi" hotspot), but the service may only be used at (depending on the class of service ordered) the single home, office or commercial location (e.g., restaurant or coffee shop) or single unit within a multiple dwelling unit for which service is provisioned by Pine Belt, unless otherwise authorized by the company. You may not use a WiFi hotspot in violation of the terms of your use agreements or in a way that circumvents Pine Belt's ability to provide service to another customer (e.g., you cannot use a WiFi hotspot to provide service outside your single home or commercial location or outside your single unit within a multiple dwelling unit, and you cannot resell service provided over a WiFi hotspot unless approved by Pine Belt in writing).

You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions applicable to the service, and not for any malicious purposes. You may not use the service for resale or license of any nature whatsoever without Pine Belt's prior consent, which may be given or withheld in its sole discretion.

Pine Belt may make Personal Webpages available as an optional feature of its service. Use of the Personal Webpage service is limited to one File Transfer Protocol ("FTP") Personal Webpage site per customer. The FTP account will include up to twenty MB of server space. Server side executable programs are not permitted, customers may not share their passwords and Pine Belt's name and trademark may not appear to endorse a Personal Webpage site. □Pine Belt reserves the right to limit usage on a customer's application for service, and it is not responsible for any revenue lost by a site being down.

### ***Use of the Service***

As a condition of use of the service, customers must agree not to publish on or over the Internet content that violates or infringes upon the rights of any other person. If Pine Belt is challenged by any third party regarding the suitability of a customer's content, Pine Belt may, at its sole discretion, delete the customer's content from the Internet service. Sending unsolicited e-mail advertising a service or website, newsgroup, etc. located or hosted within the service domain space or address space, or service otherwise associated with the service is also prohibited, regardless of e-mail point of origin. Additionally, using a Pine Belt e-mail address or website address to collect responses from unsolicited e-mail is prohibited. Customers may not send unsolicited electronic mail to other Pine Belt customers without Pine Belt's explicit written permission for each instance of communication. Customers shall not knowingly collect or solicit personal information from a minor or use this service to harm a minor, including, but not limited to, using the service to send pornographic, obscene or profane materials involving a minor. A minor is defined as any person under eighteen (18) years of age.

Pine Belt may also immediately terminate any account which it determines, in its sole discretion, is transmitting or is otherwise connected with any “spam” or other unsolicited bulk e-mail. If actual damages cannot be reasonably calculated or quantified, Pine Belt may seek liquidated damages of five dollars (\$5.00) for each piece of “spam” or unsolicited bulk e-mail transmitted from or otherwise connected with your account.

Pine Belt is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. Pine Belt is also not responsible for forwarding email sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted or stored temporarily, at Pine Belt’s sole discretion. In the event that Pine Belt believes, in its sole discretion, that any customer name, account name or e-mail address (collectively, an “identifier”) on the service may be used for, or is being used for, any misleading, fraudulent or other improper or illegal purpose, Pine Belt (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, Pine Belt may at any time reserve any identifiers on the service for its own purposes. If a service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted, as well.

The customer is solely responsible for any information that you or others publish or store on the Personal Webpages and is also responsible for ensuring that all content made available through the Personal Webpages is appropriate for those who may have access to it. You must take appropriate measures to prevent minors from receiving or accessing inappropriate content. Pine Belt reserves the right to remove, block or refuse to post or store any information or materials, in whole or in part, that, in its sole discretion, it deems to be in violation of the “Content and Information Restrictions” section of this disclosure. As used herein, “material” refers to all forms of communications, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. Pine Belt may remove or block content contained on a customer’s Personal Webpages and terminate the Personal Webpages and/or use of the service for violation of these provisions.

Customers may not, through action or inaction, allow the transmission of files that contain a virus or corrupted data. To protect our customers and the network, Pine Belt may suspend and/or cancel a customer’s account if it believes that the customer is transmitting a virus to other Internet users or Pine Belt’s network.

The customer does not own, nor have any rights, other than those expressly granted, to a particular IP address, even if you have ordered a static IP address.

The customer is responsible for: (1) all access to and use or misuse of the service, even if the inappropriate activity was committed by a friend, family member, guest, customer, employee or any other person with access to your account or password(s), regardless of whether you authorized the use of the service; (2) ensuring that all end users, including WiFi users, comply with all terms of the Pine Belt Acceptable Use Policy. You are solely responsible for obtaining sufficient identification of users of your WiFi network. You are responsible for any fees incurred for the service, or for software or other merchandise

purchased through the service, or any other expenses incurred in accordance with Pine Belt's applicable terms and conditions. Any use of the service other than as specified herein and under Pine Belt's agreements with the customer may result in the immediate termination of the service and the imposition of any termination fees, without prejudice to any other rights and remedies available to Pine Belt at law and at equity.

### ***Prohibited Uses and Activities***

Pine Belt's agreement with the customer prohibits service uses and activities that are illegal, infringe on the rights of others or interfere with or diminish the use and enjoyment of the service by others. Prohibited uses and activities include, but are not limited to, using the service, customer equipment or Pine Belt's equipment, either individually or in combination with one another, to:

### **Conduct and Information Restrictions**

- undertake or accomplish any unlawful purpose, including, but not limited to, posting, storing, transmitting or disseminating information, data or material that is libelous, obscene, unlawful, threatening or defamatory, or which infringes on 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 or federal law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be indecent, pornographic, harassing, threatening, hateful or intimidating;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner, including, but not limited to, links to such material, serial or registration numbers for software programs or pirated copyrighted content, such as authorized copies of music, video or other media files, whether through Internet Relay Chat or file sharing programs or services;
- transmit unsolicited bulk or commercial messages, commonly known as "spam";
- send numerous 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 disrupt a server, account, newsgroup or chat service;
- initiate, perpetuate or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of e-mail 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;
- collect responses from unsolicited bulk messages;
- falsify, alter or remove message headers;
- falsify references to Pine Belt or its network, by name or other identifier, in messages;
- 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");
- violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

## Technical Restrictions

Customers may not:

- attempt to interfere with or compromise the operation of Pine Belt' network in whole or part, to interfere with any of the equipment comprising the system, or to access other accounts or restricted areas of the system;
- 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;
- use or distribute tools or devices designed or used for compromising security, such as password guessing programs, decoders, password gatherers, unauthorized keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- copy, distribute, or sublicense any software provided in connection with the service by Pine Belt or any third party, except that you may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software ("cracks");
- 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, e-mail, Web hosting, file sharing, and proxy services and servers;
- 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 noncommercial residential use;
- service, alter, modify, or tamper with Pine Belt's equipment or service or permit any other person to do the same who is not authorized by Pine Belt.

## Network and Usage Restrictions

Customers shall not:

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, lock, key, bomb, cancelbot or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the service or any Pine Belt (or Pine Belt supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any Pine Belt (or Pine Belt supplier) facilities used to deliver the service;
- resell the service or otherwise make available to anyone outside the premises the ability to use the service (for example, though WiFi or other methods of networking),

in whole or in part, directly or indirectly. The service is to be used for residential and small business purposes only. You agree not to use the service for operation as an Internet service provider or for any similar business purpose;

- connect the Pine Belt equipment to any computer outside of your premises;
- 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;
- access and use the 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 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 service plan that expressly permits you to do so.

Pine Belt is committed to complying with U.S. copyright and related laws and requires all customers and users of the service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the service (or any part of the service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law.

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements. It is Pine Belt’s policy, in accordance with the DMCA and other applicable laws, to reserve the right to terminate the service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who Pine Belt, in its sole discretion, believes is infringing these rights. Pine Belt may terminate the service at any time with or without notice for any affected customer or user.

Copyright owners may report alleged infringements of their works that are stored on the service or on any Personal Web Features by sending Pine Belt’s authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon Pine Belt’s receipt of a satisfactory notice of claimed infringement for these works, Pine Belt will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal WebFeatures or (ii) disable access to the work(s). Pine Belt will also notify the affected customer or user of the service of the removal or disabling of access to the work(s).

### ***Redress Options***

Customers may contact Pine Belt via e-mail at [support@pinebelt.net](mailto:support@pinebelt.net) for technical support. Technical support is available Monday through Friday between the hours of 7:30 am and 4:30 pm by telephone at 334-385-2106 or toll-free at 1-888-810-4638

Pine Belt’s Customer Service is available to resolve customer complaints and questions by e-mail at [info@pinebelt.net](mailto:info@pinebelt.net); by mail at Pine Belt Telephone Company, 3984 County Road 32, P. O. Box 279, Arlington, Alabama 36722; and by telephone during the hours of 9:00 am to 5:30 pm Monday through Friday at the following retail locations:

Arlington – 334-385-2106; 334-385-5000  
Butler – 117 West Pushmataha Street – 205-459-5585  
Camden – 20 Camden Bypass – 334-682-9655  
Linden – 310A South Main Street – 334-295-5585  
Marion – 5041 Highway 5 South – 334-683-4977  
Selma – 5 Broad Street – 334-878-8000  
Out of area – 1-888-810-4638 (7:30 am to 4:30 am Monday through Friday)

#### **IV. Blocking**

Pine Belt is committed to providing high-quality Internet access services and being a responsible member of the Internet Community, including adhering to the “net neutrality” rules set forth by Federal Communications Commission (FCC). With regard to the above-referenced Internet access services, Pine Belt does not block lawful websites, applications, services or non-harmful devices, nor does it block applications that compete with Pine Belt’s voice services.

#### **V. Discrimination**

Pine Belt does not unreasonably discriminate in transmitting lawful network traffic, including traffic provided by its subsidiaries or affiliates.