



ACCEPTABLE USE POLICY

This Policy describes the types of uses of the OptiLink services. OptiLink may in its sole discretion determine whether a use of the Network is a violation of this Policy. While it is not OptiLink's intent to monitor, control, or censor communications on the Internet Service, when we become aware of a violation of this Policy, we may take such action as we deem appropriate to address the violation, as referenced below.

This Policy applies to all customers and end users of OptiLink's services and the Services cannot be used in connection with criminal or civil violations of state, federal, or international laws, regulations, or other government requirements.

Violations of the OptiLink Internet Service include:

- Theft or infringement of copyrights, trademarks, trade secrets, or other types of intellectual property
- Theft, forgery or misappropriation of funds, credit cards, or personal information
- Threats of physical harm or harassment
- Posting or transmitting unsolicited bulk email messages, viruses, or other harmful data
- Unauthorized access to computer systems, OptiLink systems or otherwise, whether or not the intrusion results in corruption or loss of data
- Reselling of the OptiLink Internet service without written consent from OptiLink

Violations of this Policy may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service, or other action appropriate to the violation, as determined by OptiLink in its sole discretion. When feasible, it is OptiLink's preference to give notice so that violations may be addressed voluntarily; however, OptiLink reserves the right to act without notice when necessary, as determined by OptiLink in its sole discretion. OptiLink may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this Policy.

OptiLink may immediately suspend and/or terminate the customer's service for violation of any provision of this policy upon verbal or written notice, which notice may be provided by voice-mail or e-mail. Prior to suspension or termination, OptiLink attempts to work with our customers to cure violations of this policy and ensure that there is no re-occurrence; however, OptiLink reserves the right to suspend or terminate based on a first offense.

Violation of this Policy may result in civil or criminal liability, and OptiLink may, in addition to any remedy that it may have at law or in equity, terminate permission for the User to use the

Services. Any complaints regarding violations of this Policy by a OptiLink customer should be directed to abuse@optilink.us. Where possible, include details that would assist OptiLink in investigating and resolving the complaint (i.e., expanded headers and a copy of the offending transmission).

OptiLink makes no guarantee of confidentiality or privacy of any information transmitted through or stored upon OptiLink technology, and makes no guarantee that any other entity or group of users will be included or excluded from OptiLink's network. In addition, OptiLink may periodically monitor transmissions over its network for maintenance, service quality assurance, or any other purpose permitted by the Electronic Communications Privacy Act, P.L. No. 99-508, as amended.