

ACCEPTABLE USE POLICY (the "AUP")

Company has formulated this AUP in an effort to promote responsible use of our network, systems, services, website and products by our Customers and other users of the Company, services and products (collectively, "Users or User"). This AUP is designed to help protect Company, its Customers, and the Internet community in general from fraud, abuse of resources and irresponsible or illegal activities.

1. For the purposes of this AUP, the name "Company" includes West Telecom Services, LLC, its affiliates, successors and assigns, as well as third-party service providers with whom Company contracts; therefore, protections reflected within this AUP inure to each such entity, and Company may empower each such entity to enforce any or all provisions of this AUP.

2. In order to ensure compliance with this AUP, Company may, at its sole discretion, monitor the usage of any User at any time. Such monitoring may include but not be limited to, the review of data and information that Users store on Company systems. Company can be expected to report activities that are or appear to be illegal to law enforcement or other governmental authorities for their possible investigation and prosecution. Company can be expected to cooperate with law enforcement and other governmental authorities in order to satisfy any laws or regulations.

3. If Company determines, in its reasonable discretion, that User's use of any Service(s) provided to User by Company violates any applicable law, rule or regulation, Company may suspend or terminate any and all Service(s) immediately upon as much prior notification to User as is practicable under the circumstances, if any. User will indemnify and hold Company harmless from and against any actual or alleged losses, costs, claims, liability of any kind, damages, or expenses or fees (including, without limitation, reasonable attorneys' fee) which may be incurred by User, Company or any third-party relating to or arising from User's use of Company Service(s). In addition, User will also indemnify, defend and hold Company harmless from any and all claims (including claims by any Governmental Authority seeking to impose penal sanctions) relating to User's use of Company's Service(s).

4. User agrees to use Company's site and the content, as well as any software provided in connection with this site, in a manner consistent with all applicable laws and regulations. The transmission or other use of information or material may be subject to applicable laws and regulations. The User and any guardian or supervisor of the User, are responsible for ensuring the User's compliance with applicable laws, regulations and the appropriate uses of this AUP. The following identifies some, however not all, uses that are prohibited under this AUP:

A. Company respects the intellectual property rights of others and expects our Users to do the same. It is a violation of this AUP to use the service to unlawfully transmit or store copyrighted material. If Company has a reasonable belief, in its sole judgment that a User has violated this AUP, Company may take any action it deems appropriate which may include without limitation, notifying the User of a suspected violation, suspending the Users account or terminating the account. These actions are in addition to and not instead of, any and all other remedies that Company may have against the User under the umbrella of the law.

- B. Use of Company products and services to violate the law or in aid of any unlawful act or to acquire, transmit or develop information deemed by the government to have a sensitive or a national security status.
- C. Using the services to transmit, distribute, redirect, or store material that, as reasonably determined by Company, is inappropriate, obscene, defamatory, libelous, threatening, abusive, hateful or which contains or incites violence.
- D. Engaging in activity that may or will interfere with the service of another user, host or network on the Internet. Users are also prohibited from activity considered a precursor to attempted security violations including, but not limited to, any form of scanning, probing, or other testing or information gathering activity, without prior express written consent from Company.
- E. Distribution of software, programs or messages that may cause damage or annoyance to persons, data, and/or computer systems. Hosts not timely secured or removed by customers may be blocked by Company from accessing the network.
- F. The transmitting of unsolicited email to multiple recipients, sending large amounts of email repeatedly that annoys, harasses or threatens another person or entity, or attempts to use Company's servers as a mail drop or name server for SPAM or sending unsolicited bulk email from another Internet service provider's network advertising or implicating any service hosted or provided by Company, including without limitation; email, web hosting, File Transfer Protocol ("FTP") and Domain Name Server ("DNS") services. The sending of email with added words/characters in an attempt to bypass filters is prohibited. Utilizing a customer affiliate program to generate leads makes a Company customer responsible for the actions of its affiliates. This control includes, but is not limited to, blocking affiliate links and sending the affiliate traffic to a 404 error type page.
- G. Fraudulent activities which may include, but are not limited to, intentional misrepresentations or misleading statements, writings or activities made with the intent that the person receiving it will act upon it; obtaining services with the intent to avoid payment; and hosting of phishing websites.
- H. Unauthorized access which includes the illegal or unauthorized access to other computers, accounts, or networks; accessing or attempting to access computer resources belonging to another party; attempting to penetrate security measures of other systems; using Company services not included in Customer's contract; devising ways to circumvent security in order to access unsubscribed services; using the services in a manner that encumbers disk space, processors or other system resources beyond amounts allowed by the specific type of product; and/or interfering with a service, overloading a service or attempting to disable a host not assigned to Customer.
- I. Use of Company's products and services in a manner that interferes with others' use of the Internet or Company's network.
- J. Facilitation of a violation of this AUP by advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to allow a user to violate this AUP. This includes, but is not limited to, the facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.
- K. Behavior by a customer that causes blacklisting must be remedied within forty-eight (48) hours of written, electronic or telephonic notice from Company. Activities that result in re-listing are

prohibited and must be stopped immediately. Known spammers, previously unidentified, will be removed from the network once identified.

L. Uses a system or software that contains viruses, worms, time bombs, corrupted files, Trojan horses or any other computer code, files, or programs that are designed or intended to disrupt, damage, overburden, impair or limit the functioning of any software, hardware, network, server or communications systems or equipment.

M. Uses any robot, spider, or other such programmatic or automatic device, including but not limited to automated dial-in or inquiry devices, to obtain information from Company's site otherwise monitor or copy any portion of the site, products and/or services.

N. Attempts to disable, bypass, modify, defeat or otherwise circumvent any of the digital rights management or other security related tools incorporated into the software or any content or the Company site.

O. Reproduces, duplicates, copies, sells, trades, resells or exploits for any commercial purposes, any portion of the Company site or content, use of the site, or access to the site.

P. Systematically collects and uses any content including the use of any data mining, or similar data gathering and extraction methods.

Q. Any type of detective network activity, including, but not limited to, port scanning and pinging.

5. Violations of this AUP or other non-compliances with this AUP shall, without prior notice or warning, subject the User to service suspension, termination or other such actions that Company, at its sole discretion deems appropriate, or actions that law enforcement or other governmental authorities deem appropriate and may, at the sole discretion of Company, cause User to forgo any refund or rebate of amounts paid. Furthermore, unless Company agreed to in writing, to the fullest extent permitted by law, violations of this AUP or other non-compliances with this AUP will result in no forgiveness of amounts that User still owes to Company and Company may pursue all remedies available in order to enforce collection, including remedies associated with the reimbursement of costs that Company incurred or incurs as a result of violations or other non-compliances, and including but not limited to, costs associated with Company's efforts to enforce collection.

6. Except where required by law or regulation, or where network management or administration activities may be necessary, Company does not attempt to monitor or restrict content, some of which may be offensive to Users. User shall accept all responsibility and risk for access to or use of such content, and for the use of the Internet or of services accessed through Company services or arrangements. Company assumes neither responsibility nor any liability whatsoever for any claims or losses arising from or otherwise relating to the access to or use of such content, for User's use of the Internet, or for other uses of Company's services or arrangements.

7. User agrees to indemnify and hold harmless Company, from any claims resulting from User's use of Company services or arrangements, and for any claims resulting from the use of Company services or arrangements by others when User facilitated such use by others.

8. User is solely responsible for adhering to the permission and usage policies of any entity whose network(s), computing resource(s), service(s) or other offering(s) or platform(s) User accesses

through the use of Company's service or arrangements. These responsibilities of User include but are not limited to, electronic mail, file transfers, Web server access and Internet postings.

9. All services and arrangements, including intellectual property associated thereof without limitation to copyrights and trade secrets remains the property of Company or its licensors, the exclusive title and all associated rights shall at all times remain with Company or its licensors.

10. Company is not responsible for the accuracy, quality or content of information obtained through the use of Company services or arrangements.

11. Company is not responsible for any damages that User may suffer as a result of service interruptions or anomalies, even where such service interruptions or anomalies are the result of periodic maintenance performed by Company or by its third parties.

12. User shall be solely responsible for keeping duplicate or back-up files, including but not limited to website files, e-mail messages and directories separate from those stored through the services or arrangements of Company. Online billing services shall be the sole responsibility of the Customer for ensuring that their computer is capable of viewing, storing, and/or printing their online invoices for payment. Company offers no assurances or guarantees over the data, materials or other matter stored through the use of its services or arrangements or through underlying providers and offers no assurances or guarantees over the continued storage of such data, materials or other matter, and Company does not save or back up data, materials or other matter stored through the services or arrangements provided by Company or by its underlying providers. Company reserves the right to impose and enforce limits on disk space used for any purpose by User, as well as on the length of time that such storage may be maintained. And Company reserves the right to, without notice and at Company's sole discretion, remove and permanently delete User's files, including directories, from Company systems, or from the systems of underlying providers, when such files or directories are determined to violate the terms of this AUP or when such files or directories exceed limitations established at Company's sole discretion. User must recognize that the removal or deletion of files will result in the removal or deletion of associated directories, and that User is solely responsible for keeping duplicate or back-up files and directories separate from those placed in the systems of Company or underlying providers.

13. Company may, from time to time, be called upon by law enforcement or other governmental authorities to take actions such as, but not limited to; i) the collection of User information pertaining to the use of services or arrangements provided by Company; ii) the monitoring of User activities; and iii) the submission of User information to such authorities. Company will comply with such demands of law enforcement or other governmental agencies; however, Company may require that such authorities produce a court order or the like before Company releases any User information and Company will provide Customer as much notice as reasonably practical in order that Customer have a reasonable opportunity to contest law enforcement or the governmental authorities' request.

14. A failure by Company to enforce performance of any provision within this AUP will not be construed as a waiver of any provision or right. If any portion of this AUP is determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, all remaining provisions shall remain in effect. Where any provision or portion of provision within this AUP conflicts with applicable law, the law shall supersede such provision or portion of provision and all remaining aspects of this AUP shall remain in force and effect.

15. The speed of the service can vary depending on location, line quality, volume of Internet traffic and other factors beyond the control of Company. Company therefore, does not guarantee upload or download speeds.

16. Company has the right to change or modify the terms of this AUP at any time, effective when posted to its Website. Customer's use of the Services after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

17. To report a violation of this AUP or an abuse of Company services, please e-mail Company at contracts@west.com.

18. **THIS AUP WAS LAST REVISED AND PUBLISHED ON FEBRUARY 3, 2020**