

# MaxxSouth Voice Service Acceptable Use Policy

MaxxSouth Broadband (“MaxxSouth”) is dedicated to providing its users with the best voice service available. As part of its efforts to accomplish that objective, MaxxSouth has implemented this Acceptable Use Policy (“AUP”), pursuant to which MaxxSouth may utilize measures intended to secure its network against unauthorized access and/or abuse, while at the same time making the network accessible for authorized and legitimate users to the greatest extent possible. As a MaxxSouth user, you agree to be bound by the terms of this AUP. The terms and conditions set forth in this AUP apply in addition to the terms and conditions set forth in the Service Agreement for MaxxSouth Broadband Services and the MaxxSouth Privacy Policy. Capitalized terms not otherwise defined in this AUP shall have the meanings ascribed to them in the Service Agreement for MaxxSouth Broadband Services.

MaxxSouth, in its sole and absolute discretion, may suspend or terminate a user’s access to MaxxSouth’s network in the event such user violates or attempts to violate the provisions of this AUP. MaxxSouth may act based on any evidence, including usage patterns and previous customer activity, that it reasonably believes indicates a violation of this AUP. The users of MaxxSouth’s network are responsible for complying with all applicable local, state, federal and international laws, rules and regulations. Use of MaxxSouth’s systems or service in connection with any attempt to break any such laws, rules or regulations constitutes a violation of this AUP and may result in prosecution against the offender by the proper authorities. If such an event should occur, MaxxSouth will cooperate with the authorities to the fullest extent permitted in providing information and assisting with the prosecution process.

MaxxSouth may refuse, discontinue, or terminate voice service under the following conditions:

- For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to the voice service.
- For the use of voice service for any other location or purpose than described in the Service Agreement for MaxxSouth Broadband Services, including use of services intended for residential use for commercial purposes.
- For use of any equipment or service for autodialing, continuous or extensive call forwarding or to connect to any device that permits the services to be used as an outbound trunk by more than one individual.
- For use of the service for telemarketing, fax broadcasting, spam or junk email.
- For neglect or refusal to provide reasonable access to MaxxSouth for the purpose of inspection and maintenance of equipment owned by MaxxSouth.
- For use of equipment for a purpose other than that for which it is provided, or when its use interferes with or impairs or would interfere with or impair any other service provided by MaxxSouth, or in such manner as to adversely affect MaxxSouth’s equipment or MaxxSouth’s service to others.

- For tampering with the equipment furnished and owned by MaxxSouth.
- For using or permitting the use of obscene, profane, or grossly abusive language or making or permitting others to make harassing calls over or by means of MaxxSouth's facilities and services.
- MaxxSouth considers Acceptable use to be 3000 residential minutes per month.

In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, MaxxSouth may, before restoring service, require the customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

Whenever service is discontinued or terminated for violation of this policy, MaxxSouth shall notify the customer in writing of the reason for such refusal, discontinuance, or termination of service. Upon such discontinuance or termination, the customer shall be responsible for the payment of all charges due, which includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both. Service shall be initiated or restored when cause for refusal or discontinuance has been satisfactorily adjusted.

The failure of MaxxSouth to take any action under this Policy in one instance shall not be construed as a waiver of any right to take such action in another instance at a later time.

MaxxSouth reserves the right to update or modify this Policy from time to time. Any such update or modification will be effective immediately upon posting. MaxxSouth will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements or posting information on MaxxSouth's website. Customers of the Service should read any MaxxSouth announcements that they receive and regularly visit the MaxxSouth website and review this Policy to ensure that their activities conform to the most current version.