

UNITED COOPERATIVE SERVICES ACCEPTABLE USE POLICY

United Cooperative Services (“UCS”) makes known this Acceptable Use Policy (“AUP”) which defines the permitted and prohibited uses by UCS’ Residential Subscribers (“Subscriber”, “Subscriber’s”, “Subscriber”) of the UCS High Speed Internet Services and also UCS Voice over Internet Protocol (VoIP) Calling Services (“Internet”, “VoIP Calling”, “Services”) which a Subscriber purchases from UCS. This AUP is incorporated by reference into the UCS Residential Subscriber Agreement Terms and Conditions which govern the use of the Services and therefore this AUP. Should any violation of this AUP take place by Subscriber or additionally at Subscriber’s Premises by any users of the Service, UCS has the right to assert all rights and privileges as stated hereunder and also in the UCS Residential Subscriber Agreement. The examples described in this Policy are not exhaustive.

UCS may, and has the right to modify this AUP at any time by posting a revised version on <https://www.ucs.net/internet-legal-documents>. Subsequent to UCS posting a revised or updated version of this policy, Subscriber’s continued use of the Services or access of the UCS website, provides Subscriber’s consent to such changes and agreement to the latest version of this Policy and its terms. If Subscriber violates this AUP, or if Subscriber allows, permits and/or helps others to do so, UCS may immediately restrict, suspend or terminate Subscriber’s use of some, any and/or all Services and without notice to Subscriber.

1. SERVICE USE. The use of UCS High Speed Internet Service, and additionally if a Subscriber so chooses, Voice Over Internet Protocol (“VoIP”) calling service enables a Subscriber to have full access to High Speed Internet Service, and if the Subscriber so chooses, to a VoIP based calling service where the Subscriber has the ability to make phone calls. The Subscriber has multiple choices to select, purchase and use various Internet and VoIP plans and packages offered by UCS with the capacity and defined usage levels and allotments per plan as specified on the Subscriber’s service orders signed by Subscriber and Services as provisioned by UCS.

2. ACCEPTABLE NETWORK AND INTERNET USES. UCS Services are intended to be used for the following permitted activities: (i) browsing the web and visiting and using various Internet sites which the Subscriber chooses to visit; (ii) email of which such use the Subscriber shall comply with all terms and conditions of this AUP herein; (iii) uploading and downloading standard applications and content to and from the Internet; and (iv) using applications and content without excessively contributing to network congestion. What follows in this AUP are the guidelines and parameters for use to which a UCS Subscriber and/or a user of the Subscribers UCS Services shall be bound. UCS Network and Services may not be used to gain unauthorized access, interfere with, or otherwise violate the security of UCS’ network, servers, network access, personal computers or control devices, data or software, or other systems, or any of the aforementioned owned by any other parties. Without limitation, any of the foregoing and/or network security or systems types of violations may include but are not limited to:

- a. Unauthorized, scanning, monitoring or probing of system or network or any other action which undertakes an unauthorized interception of data;
- b. Hacking, gaining access to, attacking, breaching, or attempting breach and test of the vulnerability of system security or user authentication practices of any servers, networks or hosts, personal computers, network access, software or data and control devices, without the written authorization of the owner of the system or network;
- c. Impersonating others, deceptively obtaining personal information, or phishing;
- d. Attempting to distribute or distributing or using tools that are designed to compromise security of the UCS Network and/or any other Internet website, corporate and/or personal network of any other person or commercial business;
- e. Knowingly uploading or distributing files that contain viruses of any kind, such as, Trojan horses, spyware, cancel bots, worms, time bombs, root kits, corrupted files, or any other like or similar programs that have the ability to damage the operation of another’s computer, network system or other property, or be used to facilitate modem or system takeover and hijacking;
- f. Engaging in the dissemination of pirated software;



UNITED COOPERATIVE SERVICES ACCEPTABLE USE POLICY

- g. Using automated or manual means to avoid any use limitations placed on the UCS Network and Services;
- h. Providing assistance, information, or guidance with the intent to cause damage or any form of security breach to UCSs' Network or systems, or to the network or systems of any other IP Service provider;
- i. Failure to take security precautions to help prevent violation(s) of Subscribers Services and/or of this AUP;
- j. Denial of Service (DoS) attacks against another network provider, another network, individual and/or host user;
- k. To generate large amounts or excessive Internet or web based traffic through the contiguous uploading and/or downloading of streaming videos and/or other file types and to operate any form of Internet hosting service(s) including, but not limited to, gaming, live video chat or any means of web hosting; and
- l. To maintain or support any form of a continued active network connection to the Internet via the use of; machine-to-machine (M2M), or a device to device connection that does not involve active participation by a person and/or by use of a webcam.

3. INAPPROPRIATE INTERACTION WITH MINORS. UCS complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children.

- a. UCS' Network and Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to UCS at the following email address: www.missingkids.com. UCS will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers;
- b. Subscriber shall not use the Services to transmit, retransmit, or host any form of content or material, or to in any way either use the Services UCS provides for Subscriber to create or operate a form of domain name that harasses, threatens, stalks or otherwise puts at risk or harms the safety and health of individuals;
- c. UCS uses all best efforts to comply with laws, guidelines and regulations which are presently enacted and those that shall be enacted in the future relating to the protection of minors. These laws, guidelines and regulations as applicable include without limitation: reporting cases of child exploitation to a state, federal agency and governmental agency, the National Center for Missing and Exploited Children or any like or similar appropriate agency or group; and
- d. Under no circumstances are the UCS Services be used by Subscriber, and/or Subscriber's End Users (either knowingly or unknowingly) to download, upload or publish, receive or send or otherwise use, pose, produce, submit, send, distribute, transmit or store child pornography in any manner. Suspected or actual violations of the aforementioned should immediately be reported to UCS by calling Customer Service at the Subscriber's local office, by email or by contacting UCS at <https://ucs.net/internet> (under the contacts section).

4. THREATENING MATERIAL OR CONTENT. UCS Network and Services shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others. In addition, for those UCS Network and Services that utilize UCS provided UCS hosting, UCS reserves the right to decline to provide such services if the content is determined by UCS to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

UNITED COOPERATIVE SERVICES ACCEPTABLE USE POLICY

5. The Electronic Messaging Abuse Act. Any violation of the CAN-SPAM Act of 2003, or any other applicable law of like or similar statute either enacted now or in the future that regulates Electronic Messaging constitutes a valid violation of this AUP. For purposes of definition and this section herein "Electronic Message" or "Electronic Messaging" shall mean any electronic message, without limitation to email, and other forms of or electronic based or web based communication messaging and correspondence programs.

Electronic Messaging abuse of any kind is strictly prohibited when using the UCS Service or Services, the UCS Equipment, any UCS web-based tools or communication programs. Examples of Electronic Messaging abuse include but are not limited to the following activities:

- a. Sending multiple (more than 2) unsolicited Electronic Messages to more than one recipient;
- b. Sending unsolicited Electronic Messages of any kind, with requests for charitable donations, petitions for signatures, political surveys, or sending any chain mail (as email) related materials;
- c. Sending Electronic Messages, transmissions or files that exceed contracted for capacity or that create any form of potential for disruption of the UCS Network, Servers, Infrastructure or Services with resources, and network infrastructure that UCS may interconnect with, by virtue of size, quantity or otherwise;
- d. Sending bulk type or mass Electronic Messages without providing specific ways of opting out from receiving additional messages from the sender within the message body or at the end of the email message;
- e. Using IP addresses that the Subscriber does not have any right of use and/or right to use;
- f. Sending Electronic Messages that are threatening, malicious, salacious, defaming, harassing or malicious, or could otherwise be expected to hinder, obstruct or impede with any other party's enjoyment of the UCS Network, UCS Infrastructure and Services (e.g., through frequency, language size or otherwise);
- g. Sending any form of unsolicited form of commercial Electronic Messages or communications which specify the advertisement, or promotion or seek solicitation of sales of any type of products or services;
- h. Using another website's mail server, mail system or messaging platform to repeat relay Electronic Messages without the expressed written permission of that site;
- i. Sending Electronic Messages which do not identify the sender in an accurate fashion, the sender's return address, the email address of origination or origin, or any other information contained in the header or subject line;
- j. Using any other form of device, such as a computer, tablet, smart-phone or any other like or similar device without authorization, to send multiple (more than 1) Electronic Messages, or to relay, redistribute or retransmit Electronic Messages for the purpose of misleading the recipient as to the origination, origin or to accomplish any of the activities prohibited by this AUP;
- k. The collection of responses from unsolicited Electronic Messages or spydering of any websites for the collection of email addresses;
- l. Maintaining any form of website that is promoted, publicized, or advertised via unsolicited Electronic Messages, irrespective of the origination or origin of the unsolicited Electronic Messages;
- m. Using distribution lists containing addresses that include those who have opted out from receiving Electronic Messages;
- n. Falsifying any packet header, sender name, sender information, or user information be it in part or whole to hide, conceal, or secrete the identity of the sender, originator or point of origination and origin;
- o. Using, advertising, distributing, transmitting, or any like or similar mode to make available in any form any product, software program, or service that is intended to violate this AUP in any form or fashion, or the



UNITED COOPERATIVE SERVICES ACCEPTABLE USE POLICY

AUP of any other Internet Service Provider, including, but not limited to, for support or promotion of the means to spam'

- p. Directing, redirecting, intercepting, or any like or similar action in order to attempt to interfere and/ or to interfere with Electronic Messaging intended for third parties;
- q. To knowingly delete any legal notices, author attributions, or proprietary designations or labels in a file that the user mails or sends;
- r. Using re-direct links in any manner and of any kind in unsolicited Electronic Messaging to commercially promote, sell, or advertise a service or website; or
- s. Posting any form of messages to more than seven (7) newsgroups, bulletin boards, or online forums that could reasonably be expected to generate complaints.

6. UCS VOIP CALLING SERVICES. VoIP voice calling services are provided to a Subscriber for live dialog between individuals only. Using the UCS VoIP Calling Service for any commercial purpose is strictly prohibited, this includes without limitation:

- a. Telemarketing and marketing research;
- b. Selling and/or reselling the UCS VoIP Calling Service in any manner;
- c. Any form of monitoring services;
- d. Medical devices, alarm monitoring, childcare monitoring;
- e. Any function where the subscriber may maintain or use open lines of communication for extended periods of time and/or a Multi-party calling; and
- f. Data transmissions and transmission of broadcasts, transmission of recorded material, or other connections which do not consist of uninterrupted live dialog between two individuals

6.1 In addition to any other actions UCS may take for any violation(s) of this AUP, at the sole discretion of UCS and if UCS reasonably believes that the Subscriber is using the UCS VoIP Calling Service in any manner that is prohibited in any form, then UCS may immediately and without advance notice: (i) terminate individual calls which Subscriber is making or makes; (ii) suspend, cancel or terminate Subscriber's voice services; (iii) terminate Subscriber's account; and/or (iv) decline to renew the Subscribers' Service.

6.2 Subscriber agrees not to use the Services to distribute information that could be and/or is considered to be a, or any form of, violation of (i) Federal Communications Commission ("FCC") regulations; (ii) the Telephone Consumer Protection Act ("TCPA"); (iii) any other policy, regulation or guideline governed by any municipal, state, federal office or agency and/or; (iv) any combination of the aforementioned, where Subscriber's use violates any governing law, regulation, statute in effect now and/or in the future and in such a way Subscriber's use could cause a security risk or a violation of privacy.

6.3 Any use of the UCS's Services other than for its intended and defined Internet or VoIP Services uses, either individually and/or collectively for the transmission of telemarketing, autodialed calls, broadcasts, transmission of recorded messages, or other commercial uses, regardless of whether Subscriber uses or has purchased our VoIP Service or not, is strictly prohibited by UCS. Using any Service for such activity could lead to suspension or termination of Subscriber's use of some, any and/or all of the Services. Additionally, if Subscriber, and/or; individuals for whom Subscriber purchases the Services for and/or is under Subscriber's control and either knowingly and/or unknowingly uses the Services to support any of the activities stated in this Policy; these activities could lead to the suspension or termination of Subscriber's Services or theirs, at the sole discretion of UCS.

7. SUBSCRIBER WARRANT. In the event Subscriber and/or users for which Subscriber is responsible knowingly misrepresent or falsify any information that is required by UCS to support Subscriber's account and the Services,



UNITED COOPERATIVE SERVICES ACCEPTABLE USE POLICY

UCS has the sole and immediate right to modify usage, halt, suspend and/or terminate the Services with or without prior notice to Subscriber. Subscriber affirms and agrees not to use the Services for any abusive, fraudulent, and/or unlawful purpose, including, without limitation: (i) intrusive actions and/or interfering with the operability and availability of Services, the network or systems of any other communications provider which is either a UCS affiliate or with which UCS is affiliated to provide the Services to Subscriber or to other Subscribers and End Users; (ii) avoiding Subscriber's obligation to pay for the Services as required, and; as specified in UCS Residential Subscriber Service Agreement, on Subscriber's Service Order and/or in any other form of documentation which Subscriber has executed with UCS for Services; (iii) intercepting any communication which is not intended for Subscriber; (iv) using the Services other than for the explicit intended purpose; (v) violating applicable law, any policies or standards as defined in any UCS Services documentation whether signed by Subscriber or not, for example; the UCS Privacy Policy, this AUP, other documents incorporated by reference to the UCS Residential Subscriber Agreement or any other policies UCS may state on the UCS website and/or in UCS marketing materials; (vi) sending any unsolicited commercial communication; or (vii) exposing or submitting to any third party any form of material that infringes on any other party's intellectual property rights, or is, offensive, defamatory, pornographic, racist, harmful to minors, illegal, indecent or is however deemed to be as otherwise objectionable or violates the rights of any third party, at the sole discretion of UCS.

8. USER RESPONSIBILITY FOR CONTENT. UCS Network and Services Users are solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the UCS Network and Services. UCS has no obligation to monitor content of any materials distributed or accessed using UCS Network and Services. However, UCS may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect UCS Network and Services and its customers. UCS has no responsibility for any material created on or using UCS's network or accessible using UCS Network and Services, including content provided on third-party websites logically connected to the UCS network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by UCS of the content of such sites.

9. CHANGES TO THIS AUP. UCS reserves the right to make changes to this AUP at the sole discretion of UCS and at any time, without notice to Subscriber. Therefore, UCS recommends that Subscriber make it common practice to check this AUP regularly. Subscriber's continued use of Service provides UCS with Subscriber's full acceptance and agreement of this AUP, along with the actions and discretionary measures UCS will take in the event of a violation of any kind. Violations can be attributable to a Subscriber and/or users or other parties that may use the Services at Subscriber Premises who may knowingly or unknowingly violate this AUP. UCS will notify Subscriber if it makes any material changes to this AUP, and UCS may, but does not have the obligation to notify subscriber of other changes. Notifications will either be sending by email to Subscriber, posted on the UCS website at <https://ucs.net/internet-legal>, or delivered by contacting Subscriber using whatever means and methods UCS determines at its sole discretion.

10. PLACE OF BUSINESS - GOVERNING LAW. The Services are delivered from and by the relationship created between Subscriber and UCS and also through this AUP which is deemed to take place in Burleson, Texas, USA, which is the UCS Headquarters location, although Subscriber may interact with, go to and require service-related assistance through Subscriber's local office. This AUP is entered into in Burleson (Johnson County), Texas USA. However, this AUP governs all UCS counties in which UCS has subscribers. This Policy does not give rise to personal jurisdiction over UCS, either specific or general, in jurisdictions other than Texas. The terms of this AUP, including the enforceability and validity, are governed by the internal substantive laws of the State of Texas, without respect to its conflict of laws and principles.

11. DISPUTE RESOLUTION. The parties shall attempt to resolve any disputes through good faith business negotiations or facilitative mediation in Burleson, Texas. All claims or disputes occurring from, or arising out of, or relating to this AUP shall be settled by arbitration. Arbitration shall be conducted by a single arbitrator in Burleson (Johnson County), Texas by and in accordance with the then effective rules of the American Arbitration Association (AAA); however, provided that the arbitrator shall not have authority to issue injunctions for form and/or agree to any type of class and/or class action. The costs of the reasonable attorneys' fees and the cost of arbitration of the prevailing party shall be included in any award rendered by the arbitrator. The proceedings shall be conducted only in the English language. Judgment upon the award may be entered in any court having jurisdiction thereof. Other



UNITED COOPERATIVE SERVICES ACCEPTABLE USE POLICY

legal proceedings, if any exist or shall come to be in existence, shall be initiated and maintained in Johnson County, Texas, or in the appropriate U.S. District Court Division of Texas, Burleson Division. The parties expressly submit to the exclusive personal jurisdiction and venue of these courts and thereby waive any objection on the grounds of personal jurisdiction, venue, or forum non conveniens. Please refer to the UCS Residential Services Agreement to review further the information regarding details of the UCS Dispute Resolution Policy, which by use of Service and Subscriber attestation, Subscriber has affirmed and agreed to.

12. UNLAWFUL ACTIVITIES. Services in any manner are not intended to be used in any manner which may or will have any of the following effects and such use is strictly prohibited at the sole discretion of UCS if such use: (i) conflicts with any governmental rule, regulation or law and UCS Network and Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

13. VALIDITY. If any portion of this AUP is found to be unenforceable, such portion will be modified to reflect the intent of the parties set forth in such portion and only to the extent necessary to make it enforceable with the remaining statements and provisions, which will remain in full force and effect.

14. CONTACT. If Subscriber has any questions or comments regarding this AUP or about the UCS Services guidelines, policies, procedures and required practices, please contact us at:

| | | |
|--|---|--|
| Cleburne (817) 556-4000 3309 N. Main Mailing: P.O. Box 16 Cleburne, TX 76033 | Stephenville (254) 965-3153 1200 Glen Rose Hwy. Mailing: P.O. Box 290 Stephenville, TX 76401 | Burleson (817) 447-9292 2601 S. Burleson Blvd., Burleson, TX 76028 Mailing: P.O. Box 1809 Burleson, TX 76097 |
| Granbury (817) 326-5232 320 Fall Creek Hwy. Mailing: P.O. Box 5129 Granbury, TX 76049 | PK Lake (940) 779-2985 1722 Park Road 36 Graford, TX 76449 | Meridian (254) 435-2832 10208 state Highway 6 Mailing: P.O. Box 755 Meridian, TX 76665 |
| Joshua (817) 556-4000 449 S. Broadway Street Joshua, TX 76058 | | |
| | | |

Last Updated April 29, 2022