



STE COMMUNICATIONS

Acceptable Use Policy

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Introduction

The Steelville Telephone Exchange, Inc. dba STE Communications (“STE”) Acceptable Use Policy prohibits subscribers from using STE’s Internet access and other related services to infringe upon copyrights, patents, trademarks, and any other intellectual property rights. It further prohibits subscribers from using STE’s Internet access and other related services from other unlawful conduct.

By accessing the Internet through any facility owned or operated by STE Communications LLC, or any of its affiliates (“STE”), a Subscriber, on behalf of itself or any of its Users (as those terms are defined below), agrees to the terms of this Acceptable Use Policy agreement (the “Agreement” or “AUP”). STE may revise this AUP from time to time by posting a new version on the website at www.goste.com.

Definitions

“Service” means access to the Internet (depending on the rate plan selected by the Subscriber), web hosting services offered through facilities owned or operated by STE, and any other data services offered by STE.

“Subscriber” means the individual, corporation, or legal entity that incurs usage charges for the Service and utilizes the Service for its own internal use.

“User” means an individual within Subscriber’s corporation or other legal entity who uses the Service and whose usage charges are incurred by Subscriber.

Acceptable use of Internet Services

The Service may be used for browsing, sending, receiving and reading electronic mail, transferring files via the file transfer protocol or similar Internet protocol. At all times Subscriber shall be responsible for any use of the Service by its Users.

Prohibited Activities

In connection with the use of the Service, Subscriber shall comply, and shall require its Users to comply, with the terms and conditions of this Agreement and with all applicable laws and regulations, including, without limitation, the Digital Millennium Copyright Act.

- a) Without limiting the generality of the foregoing, Subscriber and its Users shall not use the Service in a manner that interferes with or threatens to jeopardize STE’s network or the use of the Service by any of STE’s customers, and Subscriber shall not use the Service:
 - i) to make foul or profane expressions, or to impersonate another person with fraudulent or malicious intent, or to annoy, abuse, threaten, or harass that person;
 - ii) to create or distribute chain letters or other types of Ponzi or pyramid schemes of any type;
 - iii) to send unsolicited mail messages, including the sending of junk mail or other advertising material to individuals who did not specifically request such material, who were not previous customers of Subscriber or with whom Subscriber does not have an existing business relationship (spam); or distributing, advertising, web hosting or

- promoting software or services that have the primary purpose of encouraging or facilitating unsolicited commercial E-mail or spam;
- iv) to transmit or upload material, information, messages, data or images that are libelous or defamatory, or that violate any privacy right, threaten physical harm or property damage, or that violate state, local or federal laws, including but not limited to, laws governing obscenity, pornography, intellectual property, or the transmission of copyrighted material or trade secrets unless possessing the appropriate and necessary rights to do so;
 - v) to cause or attempt to cause security breaches or disruptions of Internet communication or service. (Examples of security breaches include, but are not limited to, accessing data of which Subscriber is not an intended recipient, or logging in to a server or account that Subscriber is not expressly authorized to access. Examples of disruptions include, but are not limited to, port scans, ping floods, denial of service attacks, packet spoofing, and forged routing information);
 - vi) to conduct or solicit the performance of any illegal activity or to conduct any other activity that infringes the rights of STE or any other party;
 - vii) to accomplish any unlawful purpose including, but not limited to, posting, sending, storing or transmitting information which a reasonable person would deem unlawful;
 - viii) to collect large numbers of identifiers of others without their consent (spidering or harvesting) or use of software to conduct such activity (spyware);
 - ix) to violate the rules of any network, server, web site, or system that you access;
 - x) to access others' computers, servers or data without others' permission;
 - xi) to create a false identify for the purpose of misleading others;
 - xii) to provide material support or resources (or conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
 - xiii) to use or run public servers;
 - xiv) to modify, translate, decompile, disassemble, use reverse engineering or otherwise attempt to derive the source code for the computer systems and other technology that operate STE's website(s);
 - xv) to distribute, transmit, download, possess, view, disseminate, purchase, or create child pornography; or to use the Service to solicit sex with a minor;
 - xvi) to interfere with others' use of Service including transmitting worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use the network;
 - xvii) to resell or make the service available to others outside of the residential or business premise; or
 - xviii) to access and use the Service with anything other than dynamic Internet Protocol address that adheres to dynamic host configuration protocol. Use of static IP addresses or any protocol other than DHCP is prohibited unless you have a plan that allows you to use them.
- b) Subscriber and its Users shall not cause harm to the equipment, software, or processes used in connection with furnishing the Service, whether owned or operated by STE or other entities.
 - c) Upon any notice of alleged copyright infringement by a Subscriber, STE shall have the right to immediately remove the allegedly infringing content or temporarily disable the Subscriber's webpage. STE will notify Subscriber if such action is taken. Reinstatement may occur upon receipt by STE of a counter notice delivered in accordance with the copyright infringement provisions of the Digital Millennium Copyright Act. Repeat infringers' accounts will be terminated with no reinstatement. (See STE Copyright Infringement Policy)
 - d) Subscriber purchases this service for residential or business class use. Data consumption that is not characteristic of a typical user as determined by STE in its sole discretion may result in bandwidth limitation, customer purchasing dedicated bandwidth or service termination. In using broadband services through STE, you agree to comply with the

current bandwidth, data storage, email storage and other limitations which correspond with your Internet contract with STE.

Content

STE exercises no control over the content of the information passing through STE's network and accessed through the Service. STE has no duty to monitor, review, remove, or edit any material passing through or residing on its network or servers, although STE reserves the right to do so. Some sites contain information that Subscriber or its Users may consider obscene or harmful. STE shall not be responsible in any manner and to any extent for sites or postings that might be considered obscene, offensive, harmful, or illegal. Subscriber is responsible for its own monitoring and viewing habits, and for those of its Users, including minors. STE makes no warranties of any kind, whether express or implied, about the content of the information passing through its network or accessed by the Subscriber or its Users through the Service. Use of any information obtained through the Service is at the sole risk of Subscriber and its Users. STE specifically disclaims any responsibility for the accuracy or quality of information obtained through the Service.

Equipment

Subscriber shall be responsible for the proper installation, operation, and maintenance of any equipment not supplied by STE that is used by Subscriber or its Users in connection with the Service and Subscriber shall ensure that such equipment is technically and operationally compatible with the Service and in compliance with applicable laws and regulations.

Violations of this Policy

If STE receives notice from a third party, or if STE reasonably believes that a Subscriber or any of its Users has violated any of the terms of this Agreement (including, without limitation, for failure to pay for the Service when due), then STE shall have the right, in its sole discretion, without prior notification to Subscriber or its Users, without limiting any other rights or remedies STE might have, and without incurring any obligation or liability to Subscriber or its Users, to temporarily discontinue furnishing Service to Subscriber or its Users, in whole or in part, or to terminate service to Subscriber. STE may charge a reconnect fee for any discontinued Service that is subsequently reconnected.

Changes to the Acceptable Use Policy

STE may change this Acceptable Use Policy at any time. Subscribers may review the most current version by clicking "Acceptable Use Policy" under the Legal listing located at the bottom of our site. Subscribers are responsible for checking these terms periodically for changes. Continuing to use STE services following changes to the Acceptable Use Policy signifies acceptance of the new terms. If any such changes are not acceptable to you, you may terminate the Service. You agree that STE shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service (or any portion thereof).

Indemnification

You agree to indemnify, defend, and hold harmless STE, its subsidiaries, directors, employees, affiliates, and agents against all claims and expenses (including reasonable attorney's fees) resulting from your engagement in any act prohibited by this AUP. This paragraph will survive any termination or expiration of any applicable subscriber Service agreement.

Network Management and Testing

STE manages its network with the goal of delivering a fast, safe and uncompromised broadband Internet experience to all of its customers. However, high-speed bandwidth and network resources are not unlimited. Managing the network is essential for the promotion of the best possible broadband Internet experience by all of STE's customers. STE uses reasonable network management and test practices that are consistent with industry standards. In addition, STE is required by the FCC to test a random set of customers for speed and latency periodically during the year. By using the Service, the customer agrees to allow STE to perform these tests.

Security Policy

A security deposit is required prior to installation of STE service. The customer may waive the deposit by submitting one of three waive options: 1) Provide a bill copy from previous provider showing the last statement was paid in full; 2) Authorize for automatic monthly payments; or 3) Transfer an existing landline phone number to STE service. If a customer chooses not to submit one of the listed waive options, they must pay \$100 prior to installation. If a waive option is not submitted and the \$100 payment is not received prior to installation, the customer will incur a \$100 security deposit charge on their first STE statement. This charge is credited back to the customer account after one year of service or after equipment has been returned following a service disconnect.

Severability

If any part or provision of this AUP is held to be unenforceable for any purpose, then STE and the Subscriber agree that the remainder of the AUP shall be fully enforceable as if the unenforceable part or provision never existed.