

INTERNET & DATA SERVICES ACCEPTABLE USE POLICY

This Acceptable Use Policy (“AUP”) applies to any service provided by us or our affiliates that provides or includes access to the Internet, including web hosting services and high speed DSL, or are provided over the Internet or wireless data services (collectively, the “Services”).

OVERVIEW

It is our intent to at all times comply with applicable laws and regulations governing use of the Internet and the Services, including email, wireless data transmission and text messaging. By using any of the Services, you agree to comply at all times with the terms and conditions contained in this AUP and to remain fully responsible for anyone using any of the Services associated with your account(s). We reserve the right to change or modify the terms of this AUP at any time, which shall become effective when posted on our website at www.mtasolutions.com. Your use of any of the Services after changes or modifications to this AUP are posted to our website shall constitute your acceptance of such changed or modified terms.

USING THE SERVICES

You may only use the Services for lawful purposes. Your use of the Services must at all times be in full compliance with all applicable local state, federal, and international laws, rules and regulations, and all applicable rules, standards and policies issued by us from time to time.

You are fully responsible for the content of any material posted, hosted, downloaded or uploaded, sent or received, created, accessed or transmitted using the Services. We are not responsible for anything you create on our network or for any content accessible using the Services, including content provided on third party websites which are linked to our network. Such third party website links are provided for informational purposes only and solely as a convenience, and do not constitute in any way an endorsement by us of the content of such websites.

If you violate or otherwise fail to comply with the terms of this AUP, we reserve the right to suspend or terminate any or all of your Services, which in some cases may be without advance notice. Depending on the severity of the violation, we may send you a notice of such violation via email or other electronic messaging. You are responsible for taking immediate action to remedy such violation and instituting prompt and effective corrective action(s) to prevent similar future violations. If you fail to do so, your account may be suspended or terminated.

Notwithstanding, we reserve the right to immediately and without advance notice suspend or terminate your Services in response to a court order or government notice that certain conduct must be stopped or at any time we reasonably determine, that such conduct may: (i) violate any applicable law, statute or regulation; (ii) threaten, disrupt or harm our network or the networks of others; (iii) interfere with or disrupt the Internet services or the Services of others; or (iv) expose us to any penalty, fine, civil action, criminal prosecution or any other liability.

PROHIBITED ACTIVITIES

You are prohibited from using the Services in any way which (i) is unlawful, harmful to or interferes with use of our network or systems or the networks or systems of any other providers, (ii) creates threatening or offensive content or material, (iii) infringes upon the intellectual property rights of others, (iv) generates Spam or constitutes email/Usenet abuse, or (v) creates a security risk, a violation of privacy or interferes with the use of the Services by other customers. You will be in violation of this AUP if you fail to adhere to the rules, policies, guidelines or agreements applicable to any web pages, Usenet sites, search engines, chat rooms, bulletin boards, applications, or other services that are accessed via a link from our website.

Unlawful Activities. You are expressly prohibited from using the Services for any unlawful purpose. The Services shall not be used at any time in connection with any criminal, civil or administrative violation of any applicable laws, regulations, ordinances, administrative rules, treaties or court orders.

Threatening/Offensive Content. You are expressly prohibited from using the Services to host, post, transmit, or retransmit 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. If you utilize our web hosting services, we reserve the right to suspend or terminate your services if we reasonably determine the content to be obscene, vulgar, indecent, racist, obnoxious, malicious, abusive, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence.

Child Pornography. You are expressly prohibited from using the Services to upload or download, send or receive, post, use, copy or otherwise produce, transmit, distribute or store child pornography. We will report any violations of this prohibition as required by law and will take appropriate actions to remove or block access to any content determined to contain child pornography.

Intellectual Property Rights. You are prohibited from using the Services to upload or download, send or receive, post, use, copy or otherwise reproduce, transmit, retransmit, distribute or store any content or material, or to engage in any activity that infringes upon, misappropriates or otherwise violates the intellectual property rights of others, including but not limited to any rights protected by copyright, patent, trademark or other intellectual property right now known or later recognized by law, judicial decision or regulation.

Broadband Service. You are not permitted to share your Internet Service with neighbors, other businesses (even if in the same building) or with locations other than your own. You may connect multiple computers or other devices used to access the Internet Service within a single residence or a single business location to the Equipment using a single Broadband account and a single IP address which we provide. If we provide more than one User ID for your Broadband account, such additional User IDs are not permitted to be used as dial-up connections. Broadband Service may not be available in all areas, may not be available at the rates, speeds, or bandwidth generally marketed, and some telephone lines may not qualify for Broadband Service even if initial testing indicated that your telephone line was qualified. We will provision your telephone line for Broadband Service at the maximum line rate available to your location based on our standard telephone line qualification procedures, unless you have selected a level of service with a lower maximum line rate.

Broadband Usage. By use of your MTA Internet account, you acknowledge that we may establish general practices and limits concerning use of the service. Our Internet packages, unlike dedicated commercial services, are not designed to support continuous or automated high-volume data transfers and are subject to fair and reasonable use of service conditions that are necessary to provide a quality Internet experience at an affordable price for all consumers. Residential accounts are meant for use by an individual or family. Business accounts are meant for similar use, but by larger groups of users and with the addition of commercial, revenue-generating activities. We may initiate a Usage Review of a customer account with usage in excess of expected ranges and we reserve the right to make changes and/or terminate service and/or the account if the usage pattern is excessive or negatively impacts our network, or otherwise violates this Policy. Examples of such activities might include, but are not limited to: extensive use of peer-to-peer file sharing programs, game hosting applications, continuous and/or excessive streaming of video content, or an unsecured wireless signal. If your usage pattern is excessive, you will first be notified to reduce your usage pattern. If you fail to reduce your usage, we reserve the right to terminate your service.

Spam, Email and Usenet Abuse. You will breach the terms of this AUP if you violate the CAN-SPAM Act of 2003, or any other applicable law regulating email services. You are prohibited from using the Services for any activities related to email and/or Usenet abuse including the distribution of Spam. Listed below are some examples of email or Usenet abuse:

- Sending email or other electronic messages that are considered threatening, harassing or malicious, or which contain vulgar, obscene or pornographic material or content;
- Sending multiple unsolicited email or other electronic messages (sometimes referred to as an "email bomb") to one or more recipients;
- Sending email or other electronic messages that seeks to falsify or mask the identify the sender, the sender's address or the address of origin;

- Sending any electronic message, file or other transmission that disrupts or has the potential for disrupting our network, or the networks of others, by virtue of quantity, size or otherwise;
- Intercepting, redirecting or otherwise interfering or attempting to interfere with email or other electronic messages intended for others;
- Using the equipment of others without authorization, to send, resend or relay email or other electronic messages for the purpose of misleading recipients as to the identity or address of the sender or the sender's origin;

Security Violations. You are prohibited from using the Services to interfere with, gain unauthorized access to, or otherwise violate the security of our network or the networks, systems, computers or equipment of others. Listed below are some examples of security violations:

- Knowingly uploading, sending or distributing software, programs, files, emails or other electronic messages containing viruses, worms, trojans, spyware, scareware, crimeware, time bombs, cancel bots, corrupted files, root kits or any other malicious or unwanted software or programs;
- Falsifying your identity, impersonating or deceiving others to obtain or in an attempt to obtain their personal information;
- Using any form of DNS hijacking or DNS redirection for the purpose of phishing, pharming or any other illicit activity.
- Unauthorized monitoring, hacking, scanning, probing, attacking, breaching, circumventing or testing the vulnerability of any network, system, computer, wireless equipment or device without the owner's express authorization;
- Unauthorized access to or use of any software, data or information without the owner's express authorization;
- Distributing or using software or programs designed to compromise security such as password guessing programs, cracking tools, packet sniffers or network probing tools (except when used for authorized legitimate network security operations);
- Using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- Sending or distributing any pirated software or knowingly violating the intellectual property rights of others;
- Using any means to avoid any use limitations we place on the Services;
- Use of any software or device that enables you to defeat system time-out limits or allows you to stay logged on while you are not actively using your computer or equipment unless your account specifically authorizes such connections.

PROTECTING YOUR PERSONAL INFORMATION

You are solely responsible for protecting your personal information. When using the Services, you must always use good discretion before releasing your personal information to anyone. You should ensure that your networks, systems, computers, wireless equipment and any other equipment you connect to or use to access the Services is secure. This includes keeping the operating system software on your equipment up-to-date and maintaining appropriate Internet security software. We are not responsible and disclaim any liability whatsoever for any loss, damage or liability you may incur which relates to or arises from any theft, damage or destruction of your personal information or other information.

MONITORING CONTENT AND MATERIALS

We have no duty or obligation to monitor any of the content or material accessed or distributed using the Services; however, we will monitor content or material as necessary to comply with applicable laws, rules, regulations or other governmental or judicial requests, or to protect our network.

Effective Date: 10/28/2016