

Duncan Telecommunications, LLC
Acceptable Use Policy



Duncan Telecommunications, LLC (the “Company”) strives to provide the highest quality High Speed Internet Service (“DTiNET Internet Service” or “Service”) to our residential and commercial customers. To better accomplish this, Duncan Telecommunications has implemented the following Acceptable Use Policy (the “Policy”), which details acceptable use of DTiNET Internet Service. This Policy is in addition to any restrictions and conditions set-forth in the DTiNET Service Agreements available on www.duncantelecommunications.com.

Duncan Telecommunications reserves the right to amend this Policy at anytime. An updated Policy will be posted on www.duncantelecommunications.com and any amendments are effective immediately. Customers of the Service should read any Duncan Telecommunications announcements they receive and regularly visit our website to review this Policy to ensure their activities conform to the most recent version. To send questions regarding this Policy, and to report violations of it, please contact (802) 464-2233 or dctv8@sover.net.

ACCESS TO SERVICE

Duncan Telecommunications reserves the right to restrict access to DTiNET Internet Service over our coaxial/fiber network to account holders not in good standing, including accounts with a prior past due balance and unpaid overage charges owed to the Company, any parent Company, affiliate, subsidiary or entity directly or indirectly involved with the provisioning or offering of any DTiNET Internet Service.

In accordance with Duncan Telecommunications Bandwidth Usage Policy set-forth below, the Company reserves the right to restrict access to Service and/or suspend Service if the rate of bandwidth consumption exceeds the bandwidth included with the Service plan, and if bandwidth usage exceeds 1 Terabyte (“TB”) per month.

BANDWIDTH USAGE & DATA RESTRICTIONS

This Policy is to notify you of the terms and conditions of the Acceptable Use Policy for the Service plan that you are subscribed to. It outlines the guidelines of your package and any usage which exceeds the monthly bandwidth included with your Service plan.

DTiNET Service Plan	Download/Upload Speed	Bandwidth/Data Threshold	Price
BRONZE Service	1Mbps / 256Kbps	250 GB / Month	\$24.95 / Month
STANDARD Service	12 Mbps / 1 Mbps	350 GB / Month	\$39.95 / Month
SILVER Service	12 Mbps / 1 Mbps	700 GB / Month	\$79.95 / Month
GOLD Service	12 Mbps / 1 Mbps	1 TB / Month	\$179.95 / Month

Gigabytes (“GB”)

Terabytes (“TB”)

Use of the Service in excess of 1 TB per month is excessive use and not supported nor available. Therefore, no service in excess of 1 TB is available at this time.

When the rate of bandwidth consumption is in excess of the amount included with the Service plan, the level of Service will be downgraded or suspended until the start of the next billing cycle. DTiNET customers may access additional bandwidth within the billing cycle by upgrading to a higher tier of Service. *For example, an upgrade from Standard to Silver Service will allow access to an additional 350 GB of bandwidth within the billing cycle, not to exceed the 700 GB threshold for Silver subscribers, and the cost to upgrade Service would be \$40.00.*

Should the DTiNET Customer wish to upgrade their Service plan, and gain access to additional bandwidth within the current billing cycle, please contact our office at (802) 464-2233. All applicable charges to upgrade Service are due in advance of the Service upgrade. The account holder must have a valid credit card on file under their account and can expect charges to be levied upon upgrading to a higher tier of Service. Please note, there will be no direct billing for Service upgrades.

Upon Service upgrade, the DTiNET Customer is required to remain at the new tier of service for a minimum of one (1) full billing cycle. The Customer agrees to an amendment to the original Service Agreement upon upgrading, and understands that this change in Service will remain in effect in perpetuity, and subject to applicable Service plan charges, until such time the Customer contacts our office at (802) 464-2233 to request a downgrade of Service.

BANDWIDTH MANAGEMENT

Throughout the monthly billing cycle, you will receive email notifications and be redirected to a website to notify you when you have reached and/or exceeded your bandwidth/data limit. Once you have exceeded the Service plan limit, your account will be downgraded to a slower speed, until such time a request for Service upgrade has been purchased by the account holder and processed by the Company. *For example, a DTiNET Customer subscribed to Standard Service will have access to connection speeds of 12/1 Mbps and up to 350 GB of bandwidth per month. Once they have reached or exceeded this Service plan limit, Service will be downgraded to Bronze speeds of 1Mbps Download / 256Kbps Upload, until the start of the next billing cycle, or until such time the Customer requests a Service upgrade.*

To better assist our customers with monitoring monthly bandwidth consumption, the Company has instituted **My Account Portal**, which can be accessed from our website: <http://www.duncantelecommunications.com/#!/my-account-portal/uep5b>

My Account Portal is a website which allows you to maintain your broadband Internet account. It also helps you to easily solve common issues without needing to call customer service. Using My Account Portal, you will be able to monitor your data usage, change your email account passwords, add email accounts, and find out information about your broadband service.

To gain access to your account via My Account Portal, please contact our office to obtain an email login and password at (802) 464-2233.

Please note, common activities that may cause excessive bandwidth consumption in violation of this Policy include, but are not limited to: Internet TV streaming services; network IP security camera systems; numerous or continuous bulk transfers of files and other high capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications, and (iii) newsgroups.

You must also ensure that your use of the Service does not restrict, inhibit, interfere with, or degrade any other person's use of the Service, nor represent (as determined by the Company in its sole discretion) an overly large burden on the network. In addition, you must ensure that your use of the Service does not limit or interfere with the Company's ability to deliver and monitor the Service or any part of its network.

If you use the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, Duncan Telecommunications may, in its sole discretion, suspend or terminate your Service account or request that you subscribe to a version of the Service (such as a higher Service tier) if you wish to continue to use the Service at higher data consumption levels. The Company may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Service plans and charges, and the Network availability. The Company's determination of the data consumption for Service accounts is final.

LAWFUL USAGE: The Policy prohibits uses and activities involving Duncan Telecommunications' Service that are illegal, infringe the rights of others, or interfere with or diminish the use and enjoyment of the Service by others. Duncan Telecommunications cooperates fully with all law enforcement agencies in investigating unlawful activities on our network.

Customer shall not use or permit the Services to be used in the following manner(s):

- (a) to undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal, or non-U.S. law, order, or regulation, including, but not limited to, copyright laws and the Digital Millennium Copyright Act;
- (b) in violation of any of the Company's policies and agreements, including but not limited to Terms of Service, Service Agreements, and this Acceptable Use Policy, as they now exist and as amended and published on Duncan Telecommunications' website;
- (c) falsify, alter, or remove message headers; falsify references to Duncan Telecommunications or its network, by name or other identifier, in messages;
- (d) impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, "phishing");
- (e) access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- (f) use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- (g) service, alter, modify, or tamper with Duncan Telecommunications' Equipment or Service or permit any other person to do the same who is not authorized by the Company;
- (h) restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any Duncan Telecommunications' host, server, backbone network, node or service, or Duncan Telecommunications' facilities used to deliver the Service;
- (i) resell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through wi-fi or other methods of networking), in whole or in part, directly or indirectly. The Service is for personal, residential and commercial use only, and you agree not to use the Service for operation as an Internet Service Provider or for any business enterprise or purpose (whether or not for profit);
- (j) violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system, or Website that you access or use;

(k) use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;

(l) Use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;

(m) connect the Company's Equipment to any computer outside of your Premises; interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and

(n) accessing and using the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

RESPONSIBLE USE: All Duncan Telecommunications Customers must comply with whatever rules or Acceptable Use Policies are in effect for those networks they access. If, as a result of his or her actions, a Customer infringes the rights of others, interferes with others' use and enjoyment of the Services provided by Duncan Telecommunications or Duncan Telecommunications' network or other networks, causes undesired and unwarranted expense to others, or damages the name or reputation of Duncan Telecommunications, that Customer is in violation of this Acceptable Use Policy. The referencing of Duncan Telecommunications' usernames and/or websites hosted by Duncan Telecommunications in unsolicited bulk email is not permitted regardless of whether that email is sent through Duncan Telecommunications' network or through another network.

Use of information obtained via Duncan Telecommunications' lines or equipment is done at Customer's risk. Duncan Telecommunications does not accept responsibility for the content of the materials and information published by others that is accessible through Duncan Telecommunications network, and does not accept responsibility for the violation of any laws resulting from such publication or distribution.

UNAUTHORIZED ACCESS: Duncan Telecommunications' Customers are expected to respect the right of privacy of others. Any unauthorized attempt to access or modify computer system information or to interfere with normal system operations, whether that of Duncan Telecommunications or of any computer system or network that is accessed by our services, is a violation.

INTERFERENCE WITH OTHERS: The use of our service in a way that adds unwarranted or undesired costs to others, or that interferes with others' use and enjoyment of the services provided by Duncan Telecommunications, or that damages the name or reputation of Duncan Telecommunications, is unacceptable. Such interference may include, but is not limited to: the unsolicited, wide-scale distribution of messages or advertisements by email; the multiple postings of the same information in Usenet newsgroups; the propagation of computer viruses, worms, Trojan Horses, or other similarly damaging code ("malicious code"); malicious use or use intended to defame, harass or intimidate. Unacceptable use also includes, but is not limited to: guessing or using passwords other than one's own; unauthorized probing; accessing information that does not have public permission; accessing any system on which one is not welcome including unauthorized security probing activities or other attempts to evaluate the security integrity of a network or host system without permission.

LIMITATIONS ON USE OF SERVICE: Resale of Duncan Telecommunications Services or otherwise making the Services available outside the Customer's premises (for example, through Wi-Fi or other methods of networking), in whole or in part, whether for a fee or not, directly or indirectly is prohibited without express, written consent of Duncan Telecommunications.

CONSEQUENTIAL ACTION: Duncan Telecommunications is solely responsible for determining if an unacceptable use has occurred. Even though Duncan Telecommunications does not review or censor materials and information which are accessible on the Duncan Telecommunications network or other networks which may be connected to the Duncan Telecommunications network, if Duncan Telecommunications becomes aware that a Customer is in violation of the law or this Acceptable Use Policy, Duncan Telecommunications reserves the right to suspend or terminate service to that Customer with or without notice, and to add an Acceptable Use Policy violation fee. Customers with terminated accounts wishing to reclaim any files or information lost from their home directories at the time of termination must pay a \$50.00 fee for each attempted restoration of files from a given server on a given date plus the cost of any storage media and shipping.

SPAMMING: Customers found to have made use of Duncan Telecommunications' network in sending unsolicited bulk email ("spam") will be subject to a \$500.00 fee plus \$1.00 for each message sent plus \$10.00 per complaint received. Customers found to have made use of Duncan Telecommunications' network for spamming will be subject to suspension and a reactivation fee commensurate with their level of service.

"VIRUS" DISSEMINATION: Customers found to be responsible for the dissemination of malicious code, wittingly or unwittingly, will be advised of their infection; information will be provided to aid in disinfecting their systems. For the protection of our network, Customers who do not thoroughly disinfect their systems may have their accounts suspended. Such a suspended account will not be reactivated until the Customer verifies their system is clean and that anti-virus software has been installed and is current, and will be subject to a reactivation fee commensurate with their level of Service. Customers who continue to allow their systems to become infected and/or who continue to disseminate malicious code will be subject to the reactivation fee at each subsequent offense, and may be subject to account termination.

VIOLATION OF POLICY: Duncan Telecommunications reserves the right to immediately suspend or terminate your Service account and terminate the Subscriber Agreement if you violate the terms of this Policy or the Service Agreement, or if anyone else you permit to access the Service violates this Policy.

ENFORCEMENT OF POLICY

Duncan Telecommunications does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption in connection with the data consumption provisions of this Policy. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. The Company has no obligation to monitor the Service and/or the network. However, the Company and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and the Service users.