

ACCEPTABLE USE AND NETWORK MANAGEMENT POLICY

Altamaha Fiber, LLC (“Company”) has established an Acceptable Use and Network Management Policy (“AUP”) for the protection of Company and its customers for the use of its products and services. Company can be contacted at (912) 526-8181 regarding any questions you have about this AUP, Company, or its products and services. By using services provided by Company, you agree to be bound by the terms of this AUP.

Internet Service. This AUP applies to customer use of any Company Internet service regardless of technology or the Internet-based application utilized. It is not acceptable to use the Company network for any purpose that violates local, state or federal laws or to transmit communications that might be highly offensive or damaging to any recipients or to use the service in a manner that is unintended. It is not acceptable to interfere with, violate, circumvent, misuse, distribute or disrupt network users, equipment or services. A customer may not:

1. Use any Internet service or use or permit the use of Internet service for unlawful purposes or purposes that Company believes to be unacceptable.
2. Use any Internet service to transmit, post or receive material that is threatening, abusive, libelous, defamatory, obscene, pornographic, or otherwise in violation of any local, state, federal or international law or regulation.
3. Transmit any information or software that contains a virus, worm, Trojan Horse, or other harmful component.
4. Transmit or download any information, software or other material that is protected by copyright or other proprietary right without the permission of the person owning that protected right.
5. Transmit SPAM or other bulk email.
6. Add, remove, or modify identifying network heading information (aka “spoofing”) to deceive or mislead; or any impersonation of another person using forged headers or other improper identifying information.
7. Engage in any activity which would compromise customer privacy or system security or gain access to any system or data without required permission (e.g. “hacking”) of the owner.
8. Engage in any activity which would result in third-party charges to Company.
9. Resell or otherwise share Company’s Internet service, account information or passwords.
10. Attempt to obtain unauthorized access to any network or account. This includes accessing data not intended for end user customers, logging into a server or account without being expressly authorized to access or probing the security of other networks.
11. Attempt to interfere with the service of others including users, hosts and networks. This includes “denial of service” attacks, “flooding” of networks, deliberate attempts to overload a service and attempts to “crash” any host.
12. Distribute Company Internet services beyond the scope of your end-user account.
13. Attach equipment, accessory, apparatus, circuit or devices that are harmful to the network and are attached to or connected with Company facilities.
14. Use Company’s Internet service for web or email hosting without making special written subscription arrangements with Company.

Company does not screen in advance any specific content accessible using its Internet service. Company disclaims any liability for any act or omission with regard to Internet content the customer finds objectionable or unsuitable. Use of information accessed by the Internet is at customer’s own risk. Company disclaims any responsibility for the accuracy, privacy or quality of the information. By using the Internet service, the customer agrees to hold Company harmless for content accessed using the Internet service.

Any IP address assigned to a customer on either a dynamic or static basis remains the property of Company and may not be appropriated for any use other than as intended by Company or transferred to any other party. Company provides Spam filtering with each customer’s email address. Details of this service are listed on Company website. Company will not ask you for your password in an unsolicited telephone call or email. If you

believe your password has been compromised, you should immediately change your password to prevent the unauthorized use of it.

Indemnification. The customer agrees to indemnify and hold Company harmless for any and all claims, damages, losses, expenses (including attorneys' fees and other legal expenses) resulting from the customer's use (or misuse) of Company's Internet service whether or not such use is found to be in violation of any statute, regulation or rule.

NETWORK MANAGEMENT

Company commits to the open and non-discriminatory use of the Internet by its customers and commits to use reasonable network management practices. Company will manage its network and provide access in accordance with the Federal Communications Commission's (FCC's) Restoring Internet Freedom Order and any future rules adopted by the FCC. Company's policies regarding network management practices are outlined herein in an effort to create transparency and to inform current customers, prospective customers, third-party content providers and other interested parties.

Transparency. Company shall make available public information on its website <http://www.altamahafiber.com> regarding its AUP and terms of its service sufficient for customers to make an informed choice regarding their use of such services. Company will not unjustly or unreasonably prevent or interfere with competition among content, applications, service, or device providers.

Network Management. Company uses generally accepted technical measures to provide acceptable service levels to all customers, such as application-neutral bandwidth allocation, as well as measures to address service attacks, illegal content and other harmful activities to protect network integrity and reliability.

Blocking. Company reserves the right to disconnect or limit any account access to the Internet that in the opinion of its system administrator is a threat to the security or lawful operation of the Internet service or the service's software and/or hardware or that repeatedly violates the terms of this AUP. Company reserves the right but does not assume the responsibility, to block or limit access to content that violates this AUP. Company shall not unjustly or unreasonably block access to lawful content, applications, services or non-harmful devices, subject to reasonable network management.

Throttling. Company shall not unjustly or unreasonably (other than reasonable network management elsewhere disclosed) degrade or impair access to lawful Internet traffic based on content, application, service, user, or use of non-harmful devices, including a description of what is throttled and when.

Affiliated or Paid Prioritization. Company shall not unjustly or unreasonably favor some traffic over other traffic including through use of techniques such as traffic shaping, prioritization, or resource reservation, to benefit an affiliate or in exchange for consideration, monetary or other benefit.

Congestion Management. Congestion due to malfunctioning hardware and/or software will be remedied as quickly as network engineers can diagnose and identify the offending hardware / software. Congestion due to malice will be remedied using any technique available, including protocol-aware filtering and rate-limiting, to control and limit the offending source. Company may seek criminal charges against those who inflict network malice. Company may also attempt to recover costs incurred from network malice.

Company reserves the right to prioritize traffic based on real time and non-real time applications during heavy congestion periods based on generally accepted technical measures. Company reserves the right to set speed thresholds on the amount of data you as a customer can upload and download within stated time periods. If you exceed these thresholds, Company may temporarily limit the speed at which you can send and receive data over

the Company access network. Company may use other traffic management and prioritization tools to help ensure equitable access to the Company network for all customers. Excessive bandwidth or hardware usage that adversely affects Company's ability to provide its Internet or any other service may result in additional account management and fees.

Company reserves the right to monitor customer usage and evaluate on an individual account basis bandwidth or hardware utilization to efficiently manage the performance of the network to ensure a sustainable quality broadband service is provided. Peak network usage is between 4 pm and 11 pm Monday – Friday and 10 am – 11 pm Saturday and Sunday. During peak usage times, priority is given to applications such as browsing, email, streaming, instant messaging, gaming and VoIP. The customer further agrees that Company has the right to disclose any information it deems necessary to satisfy any legal or operational requirements.

Application-Specific Behavior. Company does not make use of any application-specific network management practices. Company does not modify protocol fields in ways not prescribed by the protocol standard. Company does not inhibit or favor certain applications or classes of applications. Company does not block or rate-control specific protocols or protocol ports, except for malformed or non-standard protocol traffic as identified by Company and outbound Simple Mail Transfer Protocol ("SMTP") as a protection and security control mechanism against unsolicited commercial email ("UCE").

Device Attachment Rules. Devices connecting to Company's network must conform to general public standards and be non-harmful to the network.

Security. Company provides its own methods to secure and protect its Internet service and network. Such action is not a substitute for the customer providing his/her own security or protection for your own software, devices, network or data. Company specifically disclaims any liability for any breach of security or any harm to customer's computing system while connected to Company's Internet service.

Discrimination. Company shall not unreasonably discriminate in transmitting lawful network traffic over a consumer's broadband Internet access service, subject to reasonable network management practices.

Performance Characteristics. The advertised speed of Company's Internet service is the maximum bandwidth throughput that is available and achievable with the technology utilized by Company. Our customer serving networks are comprised of fiber optic cable to the premises (FTTP) that deliver Internet service. FTTP supports up to 10,000 Mbps, less than 50ms latency, depending on service level subscribed.

Several factors may affect the actual bandwidth throughput of Company's Internet service offerings. This includes but is not limited to distance between service point and Company's central office as well as the customer's computer, modem or router used. Internet traffic and activity during peak usage periods may also impact the available bit rate.

Pricing. Please click on the following website link for pricing information including monthly prices, usage-based fees, and fees for early termination or additional network services at: <http://www.altamahafiber.com>.

Privacy Policies. Please click on the following website link to view Company's complete privacy policies: <http://www.altamahafiber.com>. Company does not generally inspect network traffic. Certain traffic information is retained and stored for specific periods of time as required by state or federal law. This includes information stored and provided to law enforcement as it relates to information requested by law enforcement pursuant to national security and/or criminal statutes and Acts. Company does not otherwise store, use, or provide traffic information for non-network management purposes

Impact of Non-Broadband Internet Access Service Data Services. [Include what non-BIAS data services are offered to end users and whether/how any of those services may affect the capacity available for, and performance of, broadband internet access service.]

Electronic Communications Privacy Act (ECPA) Notice. Customers are hereby notified that Company does NOT offer the same degree of privacy for email or files that the customer expects from regular paper mail.

Digital Millennium Copyright Act (DMCA) Policy. When Company receives a notice from a copyright holder or its authorized representative regarding an alleged violation of law by someone using an IP address identified as belonging to Company, the following actions will be initiated:

1. Company personnel will review the address to determine whether the address is in use by Company or by one of its affiliates. If the address has been assigned to an entity other than Company, the DMCA notice will be forwarded to that entity for review and any action or response if Company can identify the owner.
2. If the address is assigned and used by Company or one of its customers, Company personnel will attempt to identify the user. If the offender cannot be identified, the Designated Agent listed on Company's Internet site will be notified in order to respond accordingly to the copyright holder or its agent. Copyright holders may contact Company as outlined under Notification of Copyright Infringement to provide notice of any potential violations. The following actions may be taken with offenders:
 - a. If the offender is an employee, the responsible supervisor will be notified, and appropriate disciplinary action may be warranted. A copy of the violation will be filed by HR in the employee's personnel file.
 - b. If the offender is a customer, the customer will be notified by telephone and email of the offense. If it is a first-time offense, the customer will be notified and advised that an alleged violation of copyright law has been received and that any further violations could affect the customer's access to the Internet. Notification of a second offense will result in the same action. A third offense will result in notice that Internet service will be restricted for ninety (90) days to limit the ability to violate the law. A fourth offense will result in the termination of Internet service.

Notification of Copyright Infringement: If you are a copyright owner (or an agent of a copyright owner) and believe any user material posted on our sites infringes upon your copyrights, you may submit a Notification of Claimed Infringement under the Digital Millennium Copyright Act ("DMCA") by sending the following information to our Designated Copyright Agent:

1. Clear identification of the copyrighted work;
2. Identification of the material allegedly copying the original work, and information reasonably sufficient to allow us to locate the material;
3. Accurate contact information of the person submitting the claim;
4. Statement that the claim is being made with the good faith belief that the alleged use is not authorized by the copyright owner;
5. A statement that the claim is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the copyright owner;
6. Signature of the person submitting the claim.

You can submit your Notification to us using the following contact information and Designated Agent:

Company legal name:	Altamaha Fiber
Names doing business under:	Altamaha Fiber
Designated Agent:	Attn: ('DMCA Registered Agent')
Mailing address of Agent:	611 West Liberty Avenue

Telephone:

Lyons, GA. 30436

912-526-8181

Email:

DMCAAgent@altamahafiber.com

The Designated Copyright Agent should be contacted **only** for notices regarding alleged copyright concerns. All other feedback, comments, questions, and other communications should be directed to us through the General Contact Information below.

General Contact Information.

If you have any questions regarding this policy or otherwise, please contact **Company customer service at: (912) 526-8181 or email support@altamahafiber.com.**