



STOWE COMMUNICATIONS ACCEPTABLE USE POLICY FOR VOICE AND ACCESS DIGITAL VOICE RESIDENTIAL VOICE SERVICES

Why is Stowe Communications providing this policy to me?

Stowe Communications goal is to provide its customers with the best residential voice service possible. In order to help accomplish this, Stowe Communications has adopted this Acceptable Use Policy for its residential voice service (the "Policy"). This Policy outlines acceptable use of Stowe Communications Digital Voice (the "Service"). More specifically, Stowe Communications residential voice service is intended only for normal residential use. This Policy is in addition to any restrictions contained in the Stowe Communications Agreement for Residential Services (the "Subscriber Agreement") available at www.stowecomm.com include explanations of how Stowe Communications implements and applies many of the provisions contained in this Policy. All capitalized terms used in this Policy that are not defined here have the meanings given to them in the Subscriber Agreement.

What Activities are Prohibited by this Policy?

This Policy prohibits use of the Service for non-residential purposes, including mechanized use. Mechanized use includes, but is not limited to, use of auto-dialers for telemarketing, or use of fax machines for fax broadcasting or fax blasting. Other non-residential uses include, but are not limited to, operating a business (including a home-based business, a nonprofit business or any other commercial endeavor), operating a call center, telemarketing, or engaging in activities that generate minutes that result in revenue-sharing by a subscriber.

What obligations do I have under this Policy?

All Stowe Communications Digital Voice customers and all others who use the Service (the "customer," "user," "you," or "your") must comply with this Policy. Your failure to comply with this Policy could result in the suspension or termination of your Service account. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify Stowe Communications so your account can be closed. In addition to being responsible for your own compliance with this Policy, you are also responsible for any use or misuse of the Service that violates this Policy, even if it was committed by a friend, family member, or guest with access to your Service. It is also your responsibility to secure the customer Equipment and any other Premises equipment or programs not provided by Stowe Communications that connect to the Service from external threats such as access to your wiring at a network interface device on the exterior of your premises.

How will I know when Stowe Communications changes this Policy and how do I report violations of it?

Stowe Communications may revise this Policy from time to time by posting a new version on the Web site at www.stowecomm.com. Stowe Communications will use reasonable efforts to make customers aware of any changes to this Policy, which may include posting information on the Stowecable.com Web site and review this Policy to ensure that their activities conform to the most recent version.

How does the Policy complement the Stowe Communications Subscriber Agreement?

The Subscriber Agreement includes terms that prohibit uses and activities involving the Service that have the potential to cause harm to the network or are unlawful. It also contains terms that relate to use of the Service in a manner that is inconsistent with typical residential calling and usage patterns as determined by Stowe

Communications in its sole discretion. The Subscriber Agreement and the Policy prohibit using the Service for non-residential calling uses as described above. This Policy also prohibits manipulation of the Service to enable its use, other than those online features provided by Stowe Communications, at a location other than the service address provided to Stowe Communications at the time of service initiation. Calls must be originated and terminated at the service address listed on the account.

How does Stowe Communications determine whether a subscriber is in violation of the Policy?

Stowe Communications uses various industry standard tools and techniques to ensure compliance with this Policy and the Subscriber Agreement. Stowe Communications and its suppliers reserve the right at any time to review calling traffic patterns and volumes to identify, among other things: 1) the relative proportion of in-state, out-of-state, or international calling destinations; 2) excessive calls to the same destination telephone number, indicative of an automated callforwarding device; 3) excessive inbound calls, indicative of business use, or 4) other data or statistics to help prevent abuse of the Service and to enforce the Policy. If the review reveals calling patterns that are indicative of mechanized or other non-residential use as described above, then Stowe Communications may take the actions described below.

What happens if I violate this Policy?

Stowe Communications reserves the right to immediately suspend or terminate your Service and terminate the Subscriber

Agreement if you violate the terms of this Policy or the Subscriber Agreement. In all but most severe cases, Stowe Communications will contact you before taking these steps. Stowe Communications will contact you to discuss the cause of the unusual calling patterns or other activity and will work with you to resolve it. If you change your use of the Service to comply with this Policy, then you can continue to use the Service under the current terms and policies that apply to it. If your use of the Service continues to violate this Policy after notice for Stowe Communications, then you will be blocked from making any additional long distance calls and you will be sent a disconnection notice. The notice will provide the time period during which the Service will remain partially active before being disconnected. During this period, you will be able to make local calls, including calls to reach 911 emergency services, you will be able to receive incoming calls, and you will be permitted to move your current telephone number(s) to a new service provider. The notice will also provide the date after which the Service will be fully terminated if you do not take prior action to move the telephone number to a new service provider.

How does Stowe Communications enforce this Policy?

STOWE COMMUNICATIONS **DOES NOT** ROUTINELY REVIEW THE ACTIVITY OF INDIVIDUAL SERVICE ACCOUNTS FOR VIOLATIONS OF THIS POLICY AND DOES NOT MONITOR THE TELEPHONE CONVERSATIONS OF ITS CUSTOMERS IN ORDER TO ENFORCE THE POLICY. Rather, Stowe Communications reserves the right to investigate Service accounts that do not comply with this Policy. However, Stowe Communications and its suppliers reserve the right at any time to review things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Access users.

Stowe Communications prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Stowe Communications also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Stowe

Communications intervention. However, if the Service is used in a way that Stowe Communications or its suppliers, in their sole discretion, believe violates this Policy, Access or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, the immediate suspension or termination of the Service. Neither Stowe Communications nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Stowe Communications exclusive remedies and Stowe Communications may take any other legal or technical actions it deems appropriate with or without notice.

During a review, Stowe Communications may suspend the account or accounts involved and/or block long distance calling that potentially violates this Policy. You expressly authorize and consent to Stowe Communications and its suppliers cooperating with (1) law enforcement authorities in the investigation of suspected legal violations, and (2) other network or facilities suppliers in order to enforce this Policy. Upon termination of your Service account, Stowe Communications is authorized to delete any voice mail associated with your account (and any secondary accounts).

The failure of Stowe Communications or its underlying providers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect.

You agree to indemnify, defend and hold harmless Stowe Communications and its underlying providers, and agents against all claims and expenses (including reasonable attorney fees) resulting from any violations of this Policy. Your indemnification will survive any termination of the Subscriber Agreement.

Revised and effective: August 1, 2011