

Introduction

This Acceptable Use Policy ("AUP") constitutes an Agreement between CCT Telecommunications ("CCT") and its account holders ("Customers") and System Users ("Users"). This Agreement applies to all CCT Customers and all Users who access CCT Network Systems or Services. This Agreement represents the complete agreement and understanding between CCT and its Customers and Users and supersedes any other written or oral agreement. Upon notice published on-line via CCT's web site (<http://www.4cct.com>) or E-mail notification to Customers, CCT may modify the terms and conditions of this Agreement. CCT reserves the right to discontinue or change any service offered with or without prior notice.

By using or accessing any CCT Network Systems or Service, you are constituting your approval and acceptance of this agreement. Acceptance of this agreement is a condition to use or access CCT Network Systems and Services. If you do not agree to these terms and conditions, you are not permitted to use or access any part of the CCT Network System or Services. If you are a Customer, please notify our billing department at 1.888.777.4228 so closure of your account may be initiated.

Scope of the AUP

The AUP applies to the CCT services that provide (or include) access to the Internet, including hosting services (software applications and hardware), or are provided over the Internet or wireless data networks (collectively "IP Services").

Terms and Conditions and Acceptable Use

Limitation of Warranty

CCT makes no warranties of any kind, whether expressed or implied, for the service it is providing. CCT also disclaims any warranty of merchantability or fitness for a particular purpose. CCT will not be responsible for damages suffered by any Customer, including, without limitation, incidental or consequential damages or lost profits. This includes loss of data or access resulting from delays, non-deliveries, mis-deliveries, system failures, or service interruptions caused by any source whatsoever, including CCT's own negligence, subscriber's errors or omissions, or due to the fault of third parties. Customers understand and agree that CCT undertakes no obligation to maintain, protect or safeguard Customer's data stored on any CCT equipment and Customer agrees to accept responsibility for maintaining backup copies of all such data. Customer agrees to upload and store data to CCT equipment at Customer's own risk and Customer expressly assumes such risk.

Compliance with Law and Intellectual Property Rights

Customers and Users agree that all services provided by CCT will be used only for proper legal purposes and in a lawful manner. Transmission or publication of any information, data, or material in violation of any U.S., State, or International law or regulation is strictly prohibited. This includes, but is not limited to, material protected by copyright, trademark, trade secret law or any other law, as well as threatening, offensive, harassing, obscene or pornographic material or content. Customers and Users warrant that any data uploaded for publication on CCT's servers does not violate or infringe any copyright, trademark, patent, statutory common law or proprietary interest of others, or contains anything

obscene, libelous, or anything which CCT deems inappropriate. Inappropriate content is always declared at CCT's discretion.

Removal and Destruction of Illegal or Offensive Data

Customers and Users agree that CCT shall have the absolute right to remove any and all materials, which, in the sole and unrestricted discretion of CCT, violate law or fail to conform to this Agreement and the acceptable uses described herein. Such materials may be removed and destroyed at any time, without prior notice.

Indemnity

Customers and Users agree to defend, hold harmless, and expeditiously indemnify CCT from any liability, claim, loss, damage, or expense arising out of the Customer's or User's breach or violation of any term, condition, or covenant contained in this Agreement or resulting from the use of any CCT Network System or Service.

Use of Network Access

CCT access and accounts cannot be transferred or used by anyone other than the CCT Customer or authorized User, except when noted in an Agent Contract. Customers and Users may not sell, lease, rent or assign an Internet connection or parts of the connection to any party without the express, prior written approval of CCT via an Agent Contract. Use of Network bandwidth is expected to be reasonable, moderate, and within means of billed services. CCT reserves the right to impose additional charges for use of Network bandwidth in excess of reasonable or allocated amounts. Customer will receive notice of CCT's intent to impose any such charges.

Account Cancellation

CCT reserves the right to cancel service for any reason without prior notice. In the event of cancellation, unused fees for the current term will not be refunded or pro-rated. Customers must notify CCT prior to the end of their current billing period to avoid further charges. Notification will be accepted via e-mail, fax, telephone call, or letter. Confirmation of cancellation must be received by customer for cancellation to be effective. CCT is not responsible for unconfirmed cancellations and will not refund charges for unconfirmed cancellations. Customers canceling service within the money back guarantee period (within 15 days of initial sign-up) will have their monthly service fee fully refunded. Setup fees will not be refunded except with CCT's discretion.

Agreements with Minors

CCT requires that its agreements be made with a person who is qualified to contract. As such, Customers must be over the age of eighteen (18) years. Otherwise, a parent or guardian must accept this agreement and assume responsibility for payment of CCT services and for Customer's compliance with this Agreement.

Prohibited Activities

General Prohibitions:

CCT prohibits the use of IP Services in any way that is unlawful, harmful to, or interferes with use of CCT's network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail abuse, a security risk or a violation of privacy. Failure to adhere to these rules, guidelines or agreements is considered a violation of this AUP.

Unlawful Activities:

IP Services shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights:

IP Service(s) shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of CCT or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content:

IP Services shall not be used to host, post, transmit, or re-transmit 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. In addition, for those IP Services that utilize CCT provided web hosting, CCT reserves the right to decline to provide such services if the content is determined by CCT to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Inappropriate Interaction with Minors:

CCT complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit www.ncmec.org.

Child Pornography:

IP Services shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to CCT at the following e-mail address: abuse@4cct.com. CCT will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

Spam/E-mail Abuse:

Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP. Spam/E-mail abuse is prohibited using IP Services. Examples of Spam/E-mail abuse include but are not limited to the following activities:

sending multiple unsolicited electronic mail messages or "mail-bombing" – to one or more recipient;

sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;

sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;

sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;

sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the CCT network or of the networks with which CCT interconnects, by virtue of quantity, size or otherwise;

using another site's mail server to relay mail without the express permission of that site;

using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;

using IP addresses that the Customer does not have a right to use;

collecting the responses from unsolicited electronic messages;

maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;

sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's quiet enjoyment of the IP Services or the Internet (e.g., through language, frequency, size or otherwise);

using distribution lists containing addresses that include those who have opted out;

sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;

falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;

using redirect links in unsolicited commercial e-mail to advertise a website or service;

posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;

intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;

knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;

using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, including, but not limited to, the facilitation of the means to spam.

Security Violations

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use IP Service(s), including implementation of necessary patches and operating system updates.

IP Services may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of CCT's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;

hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;

impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);

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;

distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);

knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;

engaging in the transmission of pirated software;

with respect to dial-up accounts, using any software or device designed to defeat system time-out limits or to allow Customer's account to stay logged on while Customer is not actively using the IP Services or using such account for the purpose of operating a server of any type;

using manual or automated means to avoid any use limitations placed on the IP Services;

providing guidance, information or assistance with respect to causing damage or security breach to CCT's network or systems, or to the network of any other IP Service provider;

failure to take reasonable security precautions to help prevent violation(s) of this AUP.

Customer Responsibilities

Customers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the IP Services. CCT has no responsibility for any material created on the CCT's network or accessible using IP Services, including content provided on third-party websites linked to the CCT network. Such third-party website links are provided as Internet navigation tools for informational purposes only, and do not constitute in any way an endorsement by CCT of the content(s) of such sites.

Customers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

AUP Enforcement and Notice

Customer's failure to observe the guidelines set forth in this AUP may result in CCT taking actions anywhere from a warning to a suspension or termination of Customer's IP Services. When feasible, CCT may provide Customer with a notice of an AUP violation via e-mail or otherwise allowing the Customer to promptly correct such violation.

CCT reserves the right, however, to act immediately and without notice to suspend or terminate affected IP Services in response to a court order or government notice that certain conduct must be stopped, or when CCT reasonably determines that the Customer's use of the affected IP Services may: (1) expose CCT to sanctions, prosecution, civil action or any other liability; (2) cause harm to or interfere with the integrity or normal operations of CCT's network or networks with which CCT is interconnected; (3) interfere with another CCT Customer's use of IP Services or the Internet; (4) violate any applicable law, rule or regulation; or (5) otherwise present an imminent risk of harm to CCT or CCT Customers.

Copyright Infringement & Digital Millennium Copyright Act

CCT respects the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the "DMCA" found at 17 U.S.C. § 512) provides that owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may report alleged infringements to service providers like CCT. In accordance with the DMCA and other applicable laws, CCT maintains a policy that provides for the termination of IP Services, under appropriate circumstances, if Customers are found to be a repeat infringer and/or if Customers' IP Services are used repeatedly for infringement (the "Repeat Infringer Policy"). CCT may terminate IP Services at any time with or without notice to Customers.

CCT has no obligation to investigate possible copyright infringements with respect to materials transmitted by Customer or any other users of the IP Services. However, CCT will process valid notifications of claimed infringement under the DMCA, and continued receipt of infringement notifications for Customer's account will be used as a factor in determining whether Customer is a repeat infringer. In addition, CCT may voluntarily participate, on terms acceptable to CCT, in copyright alert and graduated response programs.

Incident Reporting

Any complaints (other than claims of copyright infringement) regarding violation of this AUP by a CCT Customer (or its user) should be directed to abuse@4cct.com. Where possible, include details that would assist CCT in investigating and resolving such complaint (e.g., expanded headers, IP address(s), a copy of the offending transmission and any log files).

DMCA Copyright Notifications:

Pursuant to 17 U.S.C. §§ 512(b)–(d), a copyright holder may send CCT a valid notification of claimed copyright infringement under the DMCA. CCT's designated agent to receive notifications of claimed infringement as described in DMCA subsection 512(c)(3) is:

CCT Telecomm, Network Operations

1106 E. Turner Road
Lodi, Ca. 95240
E-mail: abuse@4cct.com

Contact Information:

Any notification that CCT sends to its Customers pursuant to this AUP will be sent via e-mail to the e-mail address on file with CCT, or may be in writing to Customer's address of record. It is Customer's responsibility to promptly notify CCT of any change of contact information.

Effective Date: January 1, 2017