

ACCEPTABLE USE POLICY

Clay County Rural Telephone Cooperative, Inc., DBA Endeavor Communications (“Endeavor”) has published this acceptable use policy (“AUP”) in an effort to enhance the use of the Internet in general by promoting responsible use of the Internet, Endeavor’s Internet Service, and Endeavor’s website, currently found at weendeavor.com or any other website maintained by Endeavor or its affiliates in the future, including but not limited to gigtel.com (“Site”). In that regard, Endeavor requires its customers and other third-party users (collectively, its “Users”) to utilize Endeavor’s Internet Services, Endeavor’s network, facilities, equipment, wires, and cables (“Network”), and Site responsibly and in compliance with all applicable laws. Users use of Endeavor’s Internet Service, Network, or Site is also subject to any applicable service order, service agreement, the terms of this AUP, its Digital Millennium Copyright Policy (“DMCA Policy”) and other policies and restrictions Endeavor may post on the Site from time-to-time. This AUP as well as other policies and restrictions posted by Endeavor on the Site supplements rather than supersedes any and all services orders and/or agreements between a User and Endeavor with respect to the use of Endeavor’s Internet Service, Network, or Site by such User. Use by a User of Endeavor’s Internet Service, Network, or Site constitutes acceptance by such User of the terms of this AUP and any other policies or restrictions that Endeavor may post on its Site from time-to-time. Endeavor reserves the right to deny service to any user for any reason.

Prohibited Conduct

Endeavor’s Internet Services, Network or Site may only be used for lawful purposes. Transmission of any material in violation of any federal, state, or local law is strictly prohibited. This may include, but is not limited to, copyrighted material, obscene material, or material protected by trade secrets. You agree to indemnify and hold harmless Endeavor from any claims resulting from your use of Endeavor’s Internet Services, Network, or Site.

Furthermore, Users may not use Endeavor’s Internet Services, Network, or Site to transmit any unsolicited commercial or unsolicited bulk e-mail messages (commonly known as “spam”). For purposes of this AUP, an e-mail message shall be deemed to be unsolicited if (i) it is sent to a recipient (a) who has not expressly requested or invited it, (b) with whom the sender does not have an existing personal or business relationship, or (c) who has requested that the sender not send it any further e-mail messages or (ii) such e-mail message is considered to be unsolicited under any applicable local, state, or federal law or regulation. Users also may not post the same or similar messages, or excess messages, to Usenet groups.

Users may not use Endeavor’s Network or Site to violate or to attempt to violate the security of any network, service, data, or other system without proper authorization, including, without limitation, (i) any attempt to access any network, service, data, or other system that such User is not authorized to access; (ii) any attempt to probe, scan, or test the vulnerability of any network, service or system without proper authorization; (iii) any attempt to breach any security or authentication measures; (iv) any attempt to monitor data or traffic on any network or system without proper authorization; (v) any attempt to interfere with service to any User, host, or network, including, without limitation, by means of overloading, mail bombing, flooding,

crushing, or any denial of service attacks; (vi) any attempt to forge any TCP/IP packet header or any part of the header information in an e-mail message or a newsgroup posting; or (vii) any attempt to utilize another User's account name without proper authorization.

Consequences

If Endeavor determines that a User has violated any of the terms of this AUP, Endeavor shall have the right in its sole discretion (i) to demand immediate removal of the violating material and/or (ii) to terminate or suspend such User's services and/or use of Endeavor's Network or Site without notice to Users. Endeavor may involve and shall cooperate with law enforcement authorities if criminal activity is suspected. Endeavor shall not be liable for any damages suffered by any User or third party resulting directly or indirectly from any actions taken by Endeavor pursuant to this AUP.

Violation Reporting

Violations or potential violations of this AUP or any other policies or restrictions posted on its Site may be reported to Endeavor at abuse@weendeavor.com.

Modifications

Endeavor reserves the right in its sole and absolute discretion to modify this AUP from time to time without prior notice to Users. Such modifications shall be effective upon the date of posting such modification.