

Maryland Telephone Acceptable Use Policy

MARYLAND TELEPHONE (“Maryland Telephone”) has established an Acceptable Use Policy (“AUP”) for the protection of Maryland Telephone and its customers for use of certain Maryland Telephone products and Services, including, without limitation, Maryland Telephone Web sites. Please contact us at info@mdtelephone.com regarding any questions you may have about our AUP, our products, or our company.

In addition to any other agreements that you have entered into with Maryland Telephone, the following terms and conditions will apply to your use of certain Maryland Telephone Services.

This is an agreement between you and Maryland Telephone and its employees, officers, affiliates and assigns (jointly “Maryland Telephone”) regarding your use of all of Maryland Telephone’s products, Services, or web sites (the “Maryland Telephone Service” or the “Services”) and the provision by Maryland Telephone of such Services to you. By using Maryland Telephone Services, you are consenting to be bound to the terms of this agreement, which shall be referred to as the “Maryland Telephone Acceptable Use Policy” or “AUP”.

1. Unlawful or Unacceptable Use of the Maryland Telephone Service. While we do not exercise editorial control over the content of any Web site, electronic mail transmission, or other material created or accessible over or through the Services, you may not use, or permit the use of, the Maryland Telephone Service for unlawful purposes or for purposes that Maryland Telephone finds unacceptable. In order to fulfill this obligation, you may not transmit, post, receive, or use Services to access, in any manner, certain material, which includes but is not limited to the following: threatening, abusive, libelous, defamatory, obscene, pornographic, profane, harmful to minors in any way or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would result in a criminal offense or civil liability, or otherwise violate any local, state, national or international laws or regulations. Moreover, you may not (i) transmit any information or software which contains a virus, worm, Trojan Horse, or other harmful component; (ii) transmit any information, software or other material that is protected by copyright or other proprietary right (including trade secret materials), or derivative works thereof, without obtaining permission of the copyright owner or right holder; (iii) transmit any bulk e-mail, whether or not solicited; or (iv) transmit any unsolicited bulk e-mail (also known as “spam”). You agree to indemnify Maryland Telephone and hold Maryland Telephone harmless from any and all claims, damages, losses, and expenses (including attorneys’ fees and expenses) resulting from or allegedly resulting from your use of the Maryland Telephone Service whether or not such use is found to be in violation of any statute, rule or regulation. **IMPORTANT NOTE: IF YOU VIOLATE THIS ACCEPTABLE USE POLICY, YOUR SERVICES MAY BE SUSPENDED OR TERMINATED WITHOUT NOTICE, AND WITHOUT A REFUND, AT THE SOLE DISCRETION OF MARYLAND TELEPHONE. IF SERVICES ARE TERMINATED FOR VIOLATING THIS ACCEPTABLE USE POLICY, EARLY TERMINATION CHARGES MAY APPLY.**

2. Access to Other Networks. Any time you access another network through the Maryland Telephone Service, you must comply with that network’s rules and policies. You agree to indemnify Maryland Telephone and hold Maryland Telephone harmless from any and all claims, damages, losses, and expenses (including attorney’s fees and expenses) resulting from or allegedly resulting from your access or use of other networks.

3. Control Over Content. Maryland Telephone provides access to various forms of content that are available over the Internet. Maryland Telephone does not screen in advance any specific information available over the Internet. Maryland Telephone reserves the right (but does not assume the responsibility) to block or limit access to general categories of content that Maryland Telephone deems in its sole discretion to be harmful, offensive, or otherwise in violation of this Maryland Telephone Acceptable Use Policy. Maryland Telephone shall have no liability for any action or inaction with respect to content received over the Internet. It is your responsibility to control access to information that you might find unsuitable. This includes controlling access by minors through your account. By signing up for the Maryland Telephone Service you acknowledge receiving this warning and will not hold Maryland Telephone responsible for language, opinions, discussions or graphics which may be viewed on the Internet. Maryland Telephone has no obligation to monitor the Internet or any service offered via the Internet, including a Maryland Telephone Service; however, you agree that Maryland Telephone has the right to monitor

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electronically, from time to time, and to disclose any information as Maryland Telephone in its sole discretion deems necessary to satisfy any law, to operate its Services properly, or to protect itself or its subscribers.

4. LIABILITY LIMITATIONS. MARYLAND TELEPHONE MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, FOR THE SERVICES IT IS PROVIDING. MARYLAND TELEPHONE DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MARYLAND TELEPHONE WILL NOT BE RESPONSIBLE FOR ANY DAMAGE SUFFERED BY THE CUSTOMER, INCLUDING LOSS OF DATA RESULTING FROM DELAYS, FAILURE TO DELIVER, MISTAKEN DELIVERIES OR SERVICE INTERRUPTIONS. THE USE OF ANY INFORMATION OBTAINED THROUGH THE MARYLAND TELEPHONE SERVICES IS AT YOUR OWN RISK. MARYLAND TELEPHONE MAKES NO WARRANTY AS TO THE CONTENT OR ACCURACY OF THE INFORMATION. MARYLAND TELEPHONE IS NOT LIABLE FOR ANY CLAIMS RESULTING FROM ANY FAILURE OR INTERRUPTION OF THE SERVICES.

5. Additional Information regarding Use of the Maryland Telephone Internet Service. As a user of the Maryland Telephone Internet Service, you may be assigned IP addresses. These addresses are controlled by Maryland Telephone and may be provided to you during the time that you use the Maryland Telephone Internet Service. Any IP addresses assigned to you are controlled by Maryland Telephone and are not transferable to any other party. You will not be allowed to maintain these IP addresses if you discontinue your use of the Maryland Telephone Internet Service.

6. Miscellaneous. Maryland Telephone reserves the right to modify this Acceptable Use Policy from time to time, which shall become effective upon posting to the Maryland Telephone Web site(www.mdtelephone.com). Continued use of a Maryland Telephone Service constitutes acceptance of modifications made to this Acceptable Use Policy. If you engage in any activities which cause damage to Maryland Telephone, its customers, or its suppliers, Maryland Telephone reserves the right to pursue a claim against you, including, but not limited to, a claim for monetary damages to address economic losses that may occur. Nothing contained in this Acceptable Use Policy shall be construed to limit the rights and remedies of Maryland Telephone, and Maryland Telephone hereby reserves all such rights and remedies which may be available to it at law or in equity.

7. Enforceability. In the event that any portion of this Acceptable Use Policy is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. Any failure by Maryland Telephone to insist upon or enforce strict performance of any provision of this Acceptable Use Policy shall not be construed as a waiver of any provision or right. This Acceptable Use Policy shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflicts of law provisions. YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ACCEPTABLE USE POLICY, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.