



Acceptable Use Policy

This Acceptable Use Policy (AUP) applies to the Internet Access Service (Service) provided by TruLeap Technologies/Filer Mutual Telephone Company (TruLeap). We may change the AUP at any time without notice by posting a new or revised policy on our website (<http://truleap.net/>). Your use or continued use of the Service constitutes your agreement to the AUP and any posted changes. Your use of the Service is also governed by our Terms and Conditions and other policies which can be found on our website.

Illegal Use Or Claimed Infringement

The Internet Service may be used only for lawful and non-harmful purposes. Transmission, distribution or storage of any information or material in violation of any applicable law, rule or regulation is prohibited. This includes, without limitation, the unlawful transmission, distribution or storage of any information or material that (i) is protected by copyright, trademark, trade secret or other intellectual property right without proper authorization; (ii) obscene, or defamatory; (iii) constitutes an illegal threat; (iv) violates export control laws; or contains viruses or other malware. If TruLeap has reasonable cause to believe that you or anyone using your connection to the Service is infringing or has infringed an intellectual property right, or has otherwise used your connection to the Service in violation of law, TruLeap may immediately suspend or terminate your Service, in the reasonable discretion of TruLeap, with or without prior notice.

System And Network Security

Unauthorized access to or use of data, systems or networks of others, including without limitation, any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without the express written authorization of the owner of the system or the network is prohibited. Interference with Service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system or to broadcast attacks, is prohibited. A user shall not use another site's mail server to relay mail without the express written permission of the site owner.

Email And Unwanted Transmissions

Sending bulk unsolicited mail messages (or "spam") and other unwanted traffic, including, without limitation, commercial advertising and information announcements, is explicitly prohibited. Complaints regarding e-mail abuse should be sent to it@truleap.net

Excessive Use Policy

The TruLeap residential Service offering is a consumer product designed for personal and household use of the Internet. The pricing, speeds and usage are based upon customary usage of residential Internet use.

Accordingly, you agree not to use the Service for purposes other than personal, family or household use, including, for example, for resale, as a dedicated data connection, in connection with any server or host

applications or continuous Web camera broadcasts, automated data feeds, machine-to-machine connections



or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, or for connecting to other devices that may be used outside your household or by persons not part of your household including “hotspots.” If you use the Service for non-residential purposes, TruLeap may suspend or terminate your Internet account or adjust your Internet plan or pricing consistent with the nature of your actual use.

Suspension Or Termination of Service

Any violation of this Acceptable Use Policy (by anyone using your Service connection) may result in suspension or termination of your Internet Service, at the reasonable discretion of TruLeap. In the event your Service account is terminated, either by you or by TruLeap, you are responsible for returning to TruLeap, in an undamaged and working condition, any equipment issued to you by TruLeap. If such equipment is not returned within 5 days of the account termination, you will be held responsible for the cost of such equipment.

Indemnification

You agree to indemnify, defend, and hold harmless TruLeap, its subsidiaries, agents, distributors, service providers and affiliates, and their respective officers, directors, shareholders and employees from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys’ fees, resulting from your breach of any provision of this Agreement or any warranty you provide herein, or otherwise arising in any way out of your use of this Service. TruLeap reserves the right to take exclusive control and defense of any such claim otherwise subject to indemnification by you, in which event you will cooperate fully with TruLeap in asserting any available defenses.

Consequences Of Unauthorized Use

Without limiting any other available right or remedy, TruLeap reserves the right to, and you agree that TruLeap shall have the right, to: (i) take such actions as it deems, in its sole discretion, to be appropriate to protect against violations of this Agreement or abuse of this Service and to otherwise protect its interests (e.g., removing offending material, temporary or permanent filtering, blocking access, and suspending or terminating service), and (ii) investigate immediately and involve and cooperate with appropriate authorities regarding any illegal or unauthorized activities involving this Service. You agree that you will be liable to TruLeap for any damages incurred or amounts that are required to be paid by TruLeap that arise out of or are related to your violation of this Agreement, including, without limitation, damages paid to third parties, cost of repairs or replacements, and reasonable attorneys’ fees and costs of enforcement.

Network Performance Testing

The FCC requires service providers to perform speed and latency testing of their network. We reserve the right to perform speed and latency testing of our network should the FCC request us to do so.