

# Coast Communications Co. Acceptable Use Policy for Residential Voice Services

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## **Why is Coast Communications Co. providing this Policy to me?**

Coast Communications Co.'s goal is to provide its customers with the best residential voice service possible. In order to help accomplish this, Coast Communications Co. has adopted this Acceptable Use Policy for its residential voice service (the "Policy"). This Policy outlines acceptable use of Coast Communications Co. Digital Voice. More specifically, Coast Communications Co. residential voice service is intended only for normal residential use. This Policy is in addition to any restrictions contained in the Coast Communications Co. Agreement for Residential Services (the "Subscriber Agreement") available at <http://coastcommunications.com>. The Frequently Asked Questions ("FAQs") at <http://coastcommunications.com> include explanations of how Coast Communications Co. 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 non-profit 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 Coast Communications Co. 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 Coast Communications Co. 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 Coast Communications Co. 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 Coast Communications Co. changes this Policy and how do I report violations of it?**

Coast Communications Co. may revise this Policy from time to time by posting a new version on the Web site at <http://coastcommunications.com>. Coast Communications Co. will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending email announcements or posting information on the Coast Communications Co. website. Revised versions of this Policy are effective immediately upon posting. As a result, customers of Coast Communications Co. Digital Voice should read any Coast Communications Co. announcements they receive and regularly visit the Coast Communications Co. website and review this Policy to ensure that their activities conform to the most recent version. You can send questions regarding this Policy to, and report violations of it to, [sales@coastaccess.com](mailto:sales@coastaccess.com).

## **How does the Policy complement the Coast Communications Co. 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 Coast Communications Co. in its sole discretion. The Subscriber Agreement and this Policy prohibit using the Service for non-residential calling uses as described above. The Policy also prohibits engaging in non-residential long distance calling in conjunction with the Coast Communications Co. plan. This Policy also prohibits manipulation of the Service to enable its use, other than those online features

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provided by Coast Communications Co., at a location other than the service address provided to Coast Communications Co. at the time of service initiation. Calls must be originated and terminated at the service address listed on the account.

### **What happens if I violate this Policy?**

Coast Communications Co. 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 the most severe cases, Coast Communications Co. will contact you before taking these steps. Coast Communications Co. 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 from Coast Communications Co., 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 Coast Communications Co. enforce this Policy?**

COAST COMMUNICATIONS CO. 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, Coast Communications Co. reserves the right to investigate Service accounts that do not comply with this Policy. However, Coast Communications Co. and its suppliers reserve the right at any time to review calling traffic patterns and volumes. Such review may be undertaken in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and Coast Communications Co. users.

Coast Communications Co. prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. Coast Communications Co. also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without Coast Communications Co.'s intervention. However, if the Service is used in a way that Coast Communications Co. or its suppliers, in their sole discretion, believe violates this Policy, Coast Communications Co. 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 Coast Communications Co. nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not Coast Communications Co.'s exclusive remedies and Coast Communications Co. may take any other legal or technical actions it deems appropriate with or without notice.

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

The failure of Coast Communications Co. or its suppliers 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.

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