



ACCEPTABLE USE POLICY

DCT Telecom Group, Incorporated ("DCT") has established an Acceptable Use Policy ("AUP") for the protection of DCT and its customers for use of certain DCT products and Services, including, without limitation, DCT Web sites. Please contact us at customerservice@4dct.com regarding any questions you may have about our AUP, our products, or our company.

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

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

- 1. Unlawful or Unacceptable Use of DCT Service(s).** 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 DCT Service for unlawful purposes or for purposes that DCT finds unacceptable in its sole discretion. We are a provider of an interactive computing service as set forth in the Communications Decency Act, 47 U.S.C. §230 and expressly reserve our rights to not be treated as the publisher or speaker of any information provided by another information content provider on the DCT Web sites. 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 DCT and hold DCT 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 DCT 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 DCT. IF SERVICES ARE TERMINATED, EARLY TERMINATION CHARGES MAY APPLY.**

Customer agrees, represents and warrants that it is purchasing the Services for its own use and shall not (a) resell or attempt to resell any aspect of the Service without the prior written consent of DCT; (b) use, or attempt to use, any Service for any unlawful, improper, fraudulent, harassing, excessive, harmful, or abusive purpose and Customer shall at all times be responsible for ensuring compliance with the delivery of its calling party identifying information, including but not limited to calling party name and calling party number; (c) use the Services in conjunction with an auto dialer, dial-up internet service provider, or other similar type of businesses. Customer shall indemnify and hold DCT harmless for any costs incurred by DCT relating to such improper use, including, but not limited to, any fines imposed upon Company by a governmental or regulatory body. If DCT suspects a violation of this provision, DCT may: (i) Commence legal action; (ii) suspend or terminate Service(s) immediately and without prior notice; (iii) suspend or terminate service(s) provided to Customer under any other agreement with us; and (iv) cooperate with law enforcement in prosecuting offenders. DCT may terminate Customer's Service or change Customer's rate plan at any time if DCT determines, in DCT's sole discretion, that Customer's use of the Service is excessive, unusually burdensome, or unprofitable to DCT. Any use of the Services or any other action that causes a disruption in the network integrity, or threatens or compromises the security of DCT, its vendors, or the Services, whether directly or indirectly, is prohibited.

- 2. Access to Other Networks.** Any time you access another network through the DCT Service, you must comply with that network's rules and policies. You agree to indemnify DCT and hold DCT 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.** DCT provides access to various forms of content that are available over the Internet. DCT does not screen in advance any specific information available over the Internet. DCT reserves the right (but does not assume the responsibility) to block or limit access to general categories of content that DCT deems in its sole discretion to be harmful, offensive, or otherwise in violation of this DCT Acceptable Use Policy. DCT 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 DCT Service you acknowledge receiving this warning and will not hold DCT responsible for language, opinions, discussions or graphics which may be viewed on the Internet. DCT has no obligation to monitor the Internet or any service offered via the Internet, including a DCT Service; however, you agree that DCT has the right to monitor electronically, from time to time, and to disclose any information as DCT, in its sole discretion deems necessary to satisfy any law, to operate its Services properly, or to protect itself or its subscribers.

4. **Additional Information regarding Use of the DCT Internet Service.** As a user of the DCT Internet Service, you may be assigned IP addresses. These addresses are controlled by DCT and may be provided to you during the time that you use the DCT Internet Service. Any IP addresses assigned to you are controlled by DCT 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 DCT Internet Service. **IMPORTANT NOTE: IF YOU VIOLATE THIS ACCEPTABLE USE POLICY, YOUR ACCOUNT MAY BE SUSPENDED OR TERMINATED WITHOUT NOTICE, AND WITHOUT A REFUND, AT THE SOLE DISCRETION OF DCT.**

5. **Miscellaneous.** DCT reserves the right to modify this Acceptable Use Policy from time to time, which shall become effective upon posting to the DCT Web site or its successor site. Continued use of a DCT Service constitutes acceptance of modifications made to this Acceptable Use Policy. In addition to any other available remedies, DCT may suspend your access to services and/or terminate your account without refund for any DCT Service immediately and without notice if you engage in any conduct or activities that DCT, in its sole discretion, believes are in violation of this Acceptable Use Policy. If you engage in any activities which cause damage to DCT, its customers, or its suppliers, DCT 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 DCT, and DCT hereby reserves all such rights and remedies which may be available to it at law or in equity.

6. **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 DCT 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 Ohio, without regard to its conflicts of law provisions. Any cause of action you may have with respect to the DCT Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. **YOU ACKNOWLEDGE THAT YOU HAVE READ THIS ACCEPTABLE USE POLICY, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

Agreed To and Accepted:	
Customer Name:	
Customer Address:	
Customer Contact Name:	Title:
Customer Signature:	Date: