



RTI Acceptable Use Policy

THIS POLICY STATES IMPORTANT REQUIREMENTS REGARDING YOUR USE OF RTI'S SERVICES AS WELL AS YOUR RELATIONSHIP WITH RTI. PLEASE READ THIS POLICY CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OURS.

IF YOU DO NOT AGREE TO COMPLY WITH THIS POLICY, YOU MAY NOT USE RTI'S SERVICES AND YOUR SERVICES WILL BE TERMINATED.

Introduction

It is RTI's intent to provide our customers with excellent internet service. In order to accomplish this objective, we have adopted this Acceptable Use Policy (the "Policy"). This Policy outlines the acceptable uses of RTI Internet service.

RTI may revise this Policy from time to time without notice by posting an updated version of this document on www.rtc.net. All revised versions of this Policy are effective immediately upon posting. In the event of a conflict between any subscriber or customer agreement and this Policy, the terms of the subscriber or customer agreement shall govern.

Prohibited Uses and Activities

You agree not to use the Service(s), or any RTI equipment, or allow others to use the Service(s) or equipment, to do any of the following:

(i) undertake any unlawful, fraudulent, or criminal purpose; (ii) post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be offensive, indecent, pornographic, harassing, threatening, invasive of privacy, vulgar, hateful, defamatory, racially or ethnically offensive, or otherwise inappropriate, regardless of whether such information or material or its dissemination is unlawful; (iii) access any other person's computer authentication or security of any host, network, or account; (iv) use or distribute tools designed or used for compromising security; (v) engage in unauthorized port scanning; (vi) interfere with the ability of any other person to use or enjoy the Services, or engage in activities designed to degrade, or have the effect of degrading, service to RTI users or others; (vii) upload, post, publish, transmit, reproduce, create derivative works of, distribute, or engage in any activity that infringes upon, or assist others in infringing upon, the intellectual property rights (including

rights granted by US copyright law) of any person or entity, including RTI; (ix) run programs, equipment, or servers that provide network content or any other services to anyone outside of your local area network (also commonly referred to as public services or servers); (x) participate in the collection of personal information, responses from unsolicited messages or other identifiers of others (without prior consent); (xi) impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, falsify, alter or remove any packet or message header (or any part thereof, including references to RTI or the RTI network in the header, list a RTI IP address in any unsolicited bulk email message, or perform any other similar fraudulent activity; (xii) connect RTI equipment to any computer or network device outside of your premises; (xiii) violate the rules, regulations, or policies applicable to any network, service, computer database, or website that you access; (xiv) damage the name or reputation of RTI, its affiliates, or subsidiaries; (xv) use any name or part of RTI, its affiliates, or subsidiaries in any manner not expressly authorized in writing by RTI; (xvi) use the service for any commercial, retail or enterprise business use, unless you subscribe to RTI Business plans.

Electronic Mail

RTI provides email to Internet customers. RTI does not store or save any emails, email accounts or instant messages. RTI is not responsible for forwarding email sent to any account that has been suspended or terminated. In the event that RTI believes in its sole discretion that any subscriber name, account name, or e-mail address (collectively, an "Identifier") on the Service may be used for, or is being used for, any improper or illegal purpose, RTI (i) reserves the right to block access to and prevent the use of any such Identifier and (ii) may at any time require any customer to change his or her Identifier. In addition, RTI may at any time reserve any Identifier on the Service for RTI's own purposes.

Network, Bandwidth, Data Storage and Other Limitations

You may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the Service with a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits otherwise.

Copyright Infringement

RTI is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Owners of copyrighted works may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. In accordance with the DMCA and other applicable laws, it is RTI's policy to reserve the right to terminate the Service(s) of any user who infringes upon the intellectual property rights of another, including repeat infringers, or who RTI believes, in its sole discretion, is infringing upon such rights.

General

Although RTI has no obligation to monitor the Services and/or its network, RTI reserves the right at any time to monitor bandwidth, usage, transmissions, and content from time to time in order to operate the Services, identify violations of this Policy or your customer or subscriber agreement, or protect the network, the Services and RTI users.

If the Services are used in a way that RTI, in its sole discretion, believes violates this Policy or your customer or subscriber agreement, RTI may take any responsive actions it deems appropriate, including refusing to transmit or post, or removing or blocking, any information or materials, in whole or in part. Neither RTI nor its affiliates, subsidiaries, suppliers, officers, directors, employees or technicians will have any liability for any of these responsive actions. These actions are not RTI's exclusive remedies and RTI may take any other legal or technical action it deems appropriate.

The failure of RTI 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.

The provisions of this Policy are not meant to be exhaustive. Generally, any conduct that violates law, regulation, or the accepted norms and ethics of the Internet community or the community at large, whether or not expressly mentioned in this Policy, is prohibited.

Internet Provisions

RTI does not endorse or in any way vouch for any content on or made available through the Service. Any content on or made available does not constitute or reflect the views or approval RTI or any of its directors, officers, employees, subsidiaries or affiliates.

Upon termination of your Service(s), RTI is authorized to delete any files, programs, data and e-mail messages associated with your account.

You acknowledge that content on or made available through the Service might consist of, include and/or provide access to images, sound, messages, text, services or other content and material that may be unsuitable for minors and that may be objectionable to many adults. You acknowledge that RTI is not responsible for any such content or material and agree that access to same through use of the Service is at your sole risk. The reliability, availability, legality, performance and other aspects of resources accessed through the Service are beyond RTI's reasonable control. You acknowledge that safeguards relative to copyright, ownership, appropriateness, reliability, legality and integrity of content may be entirely lacking with respect to the Internet and content accessible through it.