

This Acceptable Use Policy ("AUP") describes actions that Skyetel prohibits when any party uses its Services. By ordering or using Skyetel's Services, you, the Customer or Service Recipient, agree to the terms of this AUP. Each Customer must review and comply with this AUP and all applicable laws, but this AUP is not intended to be interpreted as, relied upon, or used as a substitute for legal advice or considered to be an exhaustive list of all laws and regulations applicable to your use of Skyetel's Services. There may also be other state and foreign laws that apply to your use of Skyetel's Services. You agree not to use, and not to encourage or allow any End User to use, Skyetel's Services in prohibited manners, including but not limited to the following:

- Using the Services to engage in or encourage any illegal, abusive, or other activities that interfere with the business or activities of Skyetel or any third party.
- Attempting to bypass or disable any security mechanism on any of the Services or using the Services in any other manner that poses a security or service risk.
- Reverse-engineering the Services for any improper purpose.
- Using the Services in any manner that may subject Skyetel or any third party to liability, damages, or danger.
- Launching or facilitating, whether intentionally or unintentionally, a denial of service attack on any of the Services or any other conduct that adversely impacts the availability, reliability, or stability of the Services.
- Transmitting any material that contains viruses, trojan horses, worms or any other malicious or harmful programs.
- Engaging in any unsolicited advertising, marketing or other activities that violate applicable marketing laws and regulations, including, without limitation, the Telephone Consumer Protection Act, the CAN-SPAM Act of 2003, the implementing rules and regulations of the Federal

Communications Commission or the Federal Trade Commission and comparable state laws.

- Using the Services in connection with any unsolicited or harassing calls or messages (commercial or otherwise), including unsolicited or unwanted phone calls, SMS or text messages, voice mail, or faxes, including calls or text messages to telephone numbers who have not given the requisite consent, or who have revoked their consent, to be called or sent messages by you.
- Using the Services to receive, send or otherwise process Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996, as amended, unless you have signed a Business Associate Agreement with Skyetel or your use of the Services fits within an exception for requiring a Business Associate Agreement.
- Using the Services to engage in, or in connection with, fraudulent activity.
- Violating or facilitating the violation of any local, state, federal, or foreign law or regulation, including laws and regulations regarding the transmission of data or software.
- Using the Services to transmit any material that infringes the intellectual property rights or other rights of third parties.
- Using the Services to transmit any material that is libelous, defamatory, discriminatory, or otherwise malicious or harmful to any person or entity.
- Creating a false identity or forged email address or header, or phone number, or otherwise attempting to mislead others as to the identity of the sender or the origin of a message or phone call, including failing to comply with the Truth in Caller Identification Act and implementing regulations.
- Using the Services, or any component of the Services, in any manner not authorized by Skyetel.

You understand and agree that this list of prohibited uses is meant to be illustrative and should not be considered exhaustive. All determinations related to violations of this Acceptable Use Policy will be made by Skyetel in its sole, reasonable discretion. Skyetel reserves the right to change or modify the terms of the AUP at any time, effective immediately when posted to the Skyetel website. Customer's use of the Skyetel Services after changes to the AUP are posted to the Skyetel website shall constitute acceptance of any changed or additional terms. If you have a complaint about abuse or a breach of this AUP please contact a Skyetel representative.