

ghSKYtalk Voice Acceptable Use Policy

This Acceptable Use Policy ("AUP" or "Policy") describes actions by Users that are prohibited by GREEN HILLS COMMUNICATIONS, INC., and/or Green Hills Telephone Corporation and its affiliates and subsidiaries (Green Hills Companies).

"Users" means any user or Customer of any and all Green Hills Companies(GHC) provided services ("Service" and/or "Services") that are provided by GHC pursuant to any applicable customer agreement, including, without limitation, any applicable terms of service and/or supplements to any applicable agreement(s) which Users must accept as a Condition to receiving any Services from GHC.

This Acceptable Use Policy is subject to change from time to time with such changes effective upon posting at www.greenhills.net. Users should refer to such website to ensure review and compliance with then-current version.

1. Services may be used only for lawful, proper and appropriate purposes.
2. Users must use any Service only in a manner that, in GHC's sole discretion, is consistent with the purposes of such Services. Users will not engage in any legal or illegal activity that either (i) harms GHC, the network operated by GHC, the Services and/or any User or (ii) interferes with the network operated by GHC and/or the provision or use of the Services by GHC or any User.
3. Services may not be used for illegal, improper, and/or inappropriate purposes, which include but are not limited to:
 - (a) using the service to violate any law, rule, or regulation; or
 - (b) engaging in threatening, abusive, harassing, defamatory, libelous, deceptive or fraudulent behavior;
 - (c) posting multiple messages similar in content to Usenet or other newsgroups, listservs, forums, e-mail mailing lists or other similar groups or lists;
 - (d) calling, messaging, storing, posting or transmitting harassing, threatening or abusive materials, e-mail or information;
 - (e) posting or transmitting any information or software that contains a virus, worm, cancelbot or other harmful component;
 - (f) without permission from the owner of a system or network, doing any of the following: (I) accessing the system or network, (ii) monitoring data or traffic, (iii) probing, scanning, and/or testing firewalls, (iv) testing the vulnerability of a system or network or (v) breaching the security or authentication routines of a system or network;
 - (g) relaying e-mail in an anonymous fashion or forging any TCP-IP packet header;
 - (h) mail bombing, flooding, overloading, attacking or otherwise interfering with a system or network;
 - (i) sending unsolicited calls, messaging, e-mailings (including, without limitation, commercial advertising and informational announcements) if such unsolicited activities could reasonably be expected to or do in fact provoke complaints;
 - (j) operating a server in connection with the Services in an "open relay" configuration (a configuration whereby

a mail server processes email messages where neither the sender nor the recipient is a local user);

(k) falsifying User or other identifying information provided to GHC or to other Users of the Services;

(l) use of any Services in violation of any trademark, copyright, or any other intellectual property protection law or provision, or AUP policy of any third party provider;

(m) use of any Services for the purposes of engaging in an activity in connection or conjunction with any pornographic and/or adult entertainment industry purpose, regardless of whether such activity is lawfully permitted;

(n) auto-dialing or predictive-dialing (sometimes referred to as "robo-dialing");

(o) continuous or extensive chat line or conference call participation,

(p) use of free conference calling or similar services that GHC in its sole discretion deems to participate in traffic stimulation practices or schemes that result in excessive charges;

(q) use of an open telephone line as a monitoring, intercom or similar service;

(r) repetitive and/or continuous messaging or calling to the same destination or number if such activity could reasonably be expected to or in fact does provoke complaints;

(s) long duration calls (defined as calls to the same number in excess of four continuous or cumulative hours within a 24-hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party;

(t) use of call Services which do not consist of uninterrupted live human voice dialog by and between natural human beings;

(u) restricting or inhibiting any other User or any other person from using and enjoying the Services and/or the Internet; or

(v) engaging in any of the foregoing activities by using the services of another provider or third party and channeling such activities through an account provided by GHC, or otherwise involving the Services or any GHC account in any way with or without another provider or third party for the purpose of facilitating the foregoing activities.

Remedies

1. GHC reserves the right, at its sole discretion, to determine if a Service is being used for any of the foregoing purposes or activities.
2. Violation of this Policy may result in civil or criminal liability, and GHC in its sole discretion, in addition to any remedy that it may have at law or in equity, may immediately terminate permission for the User to use the Services, or any portion of the Services, and may charge User any applicable rates and cancellation or termination fees. In addition, GHC may investigate incidents that are contrary to this Policy and provide requested information to third parties who have provided notice to GHC stating that they have been harmed by a User's failure to abide by this Policy or the policies listed above. GHC may bring legal action to enjoin violations and/or collect damages caused by any violation of any part of this Policy.
3. Any violations or attempted violations of this Policy by any User (or any third party on behalf of any User) will constitute a violation of this Policy by the User and a material breach of any applicable customer

agreement, including, without limitation, any applicable terms of service and/or supplements to any applicable agreement(s).

4. GHC's failure to enforce this policy in every instance in which it might have application does not amount to a waiver of GHC's rights.

5. IN NO EVENT WILL GHC BE LIABLE TO ANY USER OR THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES FOR ACTIONS TAKEN OR NOT TAKEN PURSUANT TO THIS POLICY, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR DATA, OR OTHERWISE, EVEN IF GHC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY IN FAVOR OF GHC IS IN ADDITION TO ANY LIMITATIONS SET FORTH IN ANY WRITTEN AGREEMENT BETWEEN GHC AND ANY APPLICABLE USER AND WILL APPLY WHETHER THE ACTION IN WHICH RECOVERY IS SOUGHT IS BASED IN CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), OR ANY APPLICABLE LAWS.

Customer Agreements

1. Nothing in this Policy will limit or be deemed a waiver of any rights or protections of GHC pursuant to any written agreement between GHC and any applicable User. This Policy will be read in connection with any such written agreement and not in conflict with any such agreement. This Policy, in connection with any such agreement, supersedes any other oral or written representations or agreements made by GHC and/or its representatives regarding the Services.

2. Subject to any arbitration, forum or choice of law provisions of any written agreement between GHC and any applicable User, (i) this Policy will be governed by, construed under and enforced in accordance with the laws of the State of Missouri without reference to its choice of law principles; and (ii) in the event any party brings a civil action or initiates legal proceedings of any kind related to this Policy (except for actions to enter or collect on judgments), Users consent to the exclusive personal jurisdiction and venue of the federal and state courts located in Jefferson City, Missouri.

3. If any provision of this Policy is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Policy will not be affected thereby.

Fraud Advisory:

Through our membership with the Communications Fraud Control Association, GHC has access to a comprehensive list of over 60,000 terminating international numbers confirmed as dialer locations and/or international revenue share fraud.

Our Customer Support Operations department has completed placing blocks on these terminating numbers in an attempt to prevent any fraudulent termination to these locations. In addition, GHC has included blocking terminating ANIs that have been verified as fraudulent by customers utilizing our network.

Through trending of recent fraudulent activity on the GHC network, we have also identified countries as highly fraudulent regions, with limited legitimate calling, and have blocked these country codes on our network. If your customers need to place legitimate calls to one of these terminating countries, please contact your dedicated account representative and we can work with you to open this terminating location for a limited time frame.

Country	Country Code
Zimbabwe	263
Sierra Leone	232
Liechtenstein	423
Ivory Coast	225
Sao Tome	239
Eritreas	291
East Timor	670
Somalia	252

While it is impossible to eliminate the risk of toll fraud, we believe this action can assist with minimizing future financial impact to your company. You and your customers should still take fraud precautions to ensure proper security measures are in place on all end-user equipment. GHC will continue to monitor for fraudulent activity on our network and notify you of large, financially impacting circumstances as they occur.

As your long distance provider, GHC is committed to assisting you with identifying potential fraudulent activity that may affect your operations and finances. In our Network Operations Center, we have systems in place to monitor outbound International and Domestic anomalies, trends and activity directed to and from known fraudulent areas. GHC reserves the right to take action it deems necessary to reduce or eliminate fraud/abuse; however, you remain solely responsible for taking any action necessary to reduce or eliminate fraud/abuse.

As additional terminating countries and ANIs with high fraudulent activity are identified, they will be blocked as well. If you have any questions or need clarification on blocked destinations, please contact your dedicated account representative.