

Acceptable Use of Our Unlimited Long Distance Calling (Web site – with reference on Customer Application & LD Sheet)

Marquette-Adams Communications, LLC has prepared this Acceptable Use Policy (“Policy”) as a guide for its customers to understand the intended uses of our service, and to prevent unfair use, fraud, and abuse of unlimited calling plans. Subscribers not comfortable with this policy may be asked to consider one of our alternative long distance offerings.

Normal, Reasonable Use

Our long distance plan is intended for single and not extended or multi-family residential, or multi-business long distance plan. It is engineered to process and deliver traffic profiles and utilization levels of our typical customers’ calling patterns. “Unlimited” refers to that type and level of usage. “Typical” refers to the calling patterns of at least 98% of our customers on a particular calling plan. Normal calling profiles and utilization do not include use that may arise from resale or fraudulent use. “Unlimited” does not refer to those types and levels of usage. Telephone utilization that is indicative of, or arising from, impermissible or fraudulent use, as outlined herein, may create network congestion that will manifest itself in increased busy signals for themselves and others.

Marquette-Adams Communications, LLC’s unlimited service plans and features are only for single business and not extended or multi-family residential use. This means that only the account holder, and residential family members may use Marquette-Adams Communications, LLC’s residential unlimited service plans. Residential family members include the account holder’s immediate family who reside in your personal residence. In the same manner, Business use is presumed to be that of a single, local business located in our exchange areas.

Unacceptable Use

Each of the following is not in the spirit of our unlimited plans, and is considered outside of normal single business and extended or multi-family residential subscriber use:

- resale to others, or calling by or for others who do not live with you,
- operating a call center, auto-dialing or fax/voice blasts,
- operating or connecting to multi-party conference calling,
- for our business subscribers especially, traffic without live dialog, including use as a monitor, intercom or for transcription purposes or extended data connections.

A customer’s aggregate usage may be considered outside of normal use if it exceeds minutes per month in excess of 98% IN COMBINATION with one or more of the following, including, but not limited to, excessive:

- unique numbers called;
- call lengths;
- call forwarding/transferring;
- conference calling;
- short duration calls;

- number of calls made during a month,
- number of calls made to a conference calling service during a month;
- number of calls made during business hours;
- number of calls terminated and re-initiated consecutively, which, in the aggregate, result in excessive call lengths during a specific time frame; or
- other abnormal calling patterns indicative of an attempt to evade enforcement of this Reasonable Use Policy.

Based on such a combination, Marquette-Adams Communications, LLC may determine that abnormal, unreasonable or impermissible usage is occurring when compared to typical customers on the same calling plan, and may take appropriate steps described below to enforce this Policy and the Terms of Service.

You may not use our service or devices in any way that is illegal, fraudulent, improper or inappropriate. You may not use any automated means to manipulate our service or use our service to violate any law, rule, regulation or any third party's intellectual property or personal rights.

We reserve the right to review your account and take further action, including, but not limited to, immediate suspension of your Marquette-Adams Communications, LLC service if account usage is beyond normal standards for typical customers on the same calling plan, impermissible or detrimental to other customers' ability to use the service or adversely affects our operations. We may assess abnormal usage based on comparisons to the usage patterns and levels of our other customers on the same plan(s). If we determine that you are engaging in abnormal or impermissible usage, we will use commercially reasonable efforts to inform you and may provide you with the opportunity to correct the improper usage. If we afford you the opportunity to correct your abnormal usage patterns and you fail to immediately conform to normal use, we may exercise our right to transfer your service to a more appropriate plan, charge applicable rates for that plan, implement other limitations or suspend or terminate your service with or without notice. If we believe that our service has been used for an unlawful purpose or in violation of this acceptable use policy, we may immediately terminate your service with or without notice and/or forward the relevant communication and other information to the appropriate authorities for investigation and prosecution. We reserve all of our legal rights.

Changes

We reserve the right to change this Policy at any time. Changes shall become effective when a revised Policy is posted to our website.