



Pigeon Telephone Acceptable Use Policy

Why is Pigeon Telephone providing this Policy to me?

Pigeon Telephone's goal is to provide its customers who use its services with high quality customer service and ensure the integrity of Pigeon Telephone's phone services. To help accomplish this, Pigeon Telephone has adopted this Acceptable Use Policy (the "Policy"). This Policy outlines acceptable use of the phone services obtained from Pigeon Telephone (the "Service"). This Policy is in addition to any other agreement between Pigeon Telephone and you. For the purposes of this Policy, Pigeon Telephone refers to Pigeon Telephone Company and also to any of its affiliates.

What obligations do I have under this Policy?

All Pigeon Telephone customers and others who use the Service (the "customer," "user," or "you,") must comply with this Policy. Failure to comply with this Policy could result in the consequences set out in this Policy. If you do not agree to comply with this Policy, you must immediately stop all use of the Service and notify Pigeon Telephone so that it can close your account.

How will I know when Pigeon Telephone changes this Policy, who do I contact if I have questions, and how do I report violations this Policy?

Pigeon Telephone may revise this Policy periodically. If it does so, it will post a new version at <https://www.pigeontelephone.com/policies>. Pigeon Telephone will use reasonable efforts to make customers aware of any changes to this Policy, which may include sending e-mail announcements or posting information on the Pigeon Telephone website. Revised versions of this Policy are effective immediately upon posting. Accordingly, you should read any Pigeon Telephone announcements you receive, regularly visit the Pigeon Telephone website, and review this Policy to ensure that your activities conform to the most recent version of this Policy. You can send questions regarding this Policy to Pigeon Telephone, and report any violations, at <https://www.pigeontelephone.com/contact>.

1. PROHIBITED ACTS

What activities does Pigeon Telephone prohibit?

You cannot use the Service for: (a) any illegal activity, (b) any action that infringes the rights of others, and (c) actions that interfere with or diminish the use and enjoyment of the Service by others. Further details are below.

Pigeon Telephone's Services are for normal, reasonable use and consistent with the types and levels of usage by typical customers on the same calling plan. Unless otherwise authorized by Pigeon Telephone, prohibited use of the Service includes, but are not limited to, using the Service to:

- engage in communications falling outside the range of normal use;
- engage in an excessive number of calls terminated and re-initiated consecutively, which, in the aggregate result in excessive call lengths during a specific time frame;
- engage in other abnormal calling patterns indicative of an attempt to evade enforcement of this Policy;
- operate as a call center, reseller, fax messaging service, or telemarketing firm;



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- impersonate any person or entity, or perform any other similar fraudulent activity;
- initiate, perpetuate, or in any way participate in any pyramid or other illegal scheme;
- initiate unsolicited telemarketing calls, or any form of “robocall”, to any entity without their specific consent as defined by the FCC;
- restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other person to use or enjoy the Service;
- interfere with telecommunications service to any user;
- undertake or accomplish any unlawful purpose;
- act in any manner or for any purpose that is fraudulent, malicious, deceptive, dishonest, abusive, obscene, threatening, harassing, tortious, improper, defamatory, libelous, slanderous, indecent, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, or otherwise in violation of any law;
- intentionally send or transmit unsolicited or “junk” or “spam” advertisements, communications, or messages (commercial or otherwise) without consent through voicemail;
- to intentionally engage in blasting or broadcasting bulk communications, advertisements, or messages (e.g., sending hundreds of messages simultaneously), through voicemail;
- to perform auto-dialing or “predictive” dialing (i.e., non-manual dialing or using a software program or other means to continuously dial or place out-bound calls) in violation of applicable law;
- to transmit any communication that would violate any applicable law, including but not limited to the Telephone Consumer Protection Act, the Junk Fax Prevention Act of 2005, or the rules governing the Do Not Call Registry Rules; or
- to transmit misleading or inaccurate caller ID information with the intent to defraud, cause harm, or wrongfully obtain anything of value, including by creating a false caller ID identity or by otherwise attempting to mislead others as to the identity of the caller or the origin of any communication.

2. CUSTOMER CONDUCT AND FEATURES OF THE SERVICE

What obligations do I have under this Policy?

You are responsible for your own compliance with this Policy. You are also responsible for any use or misuse of the Service that violates this Policy – even if it was committed by someone else with access to your Service account. You must take steps to ensure that others do not use your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of your Service login and password.

3. VIOLATION OF THIS ACCEPTABLE USE POLICY

What happens if you violate this Policy?

Pigeon Telephone reserves the right to immediately suspend or terminate your Service account and terminate the any customer agreements if you violate the terms of this Policy or the Customer Agreement.

How does Pigeon Telephone enforce this Policy?

Pigeon Telephone does not routinely monitor the activity of individual Service accounts for violations of this Policy.



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However, in an effort to promote good citizenship, Pigeon Telephone will respond appropriately if it becomes aware of inappropriate use of the Service or any violation of this Policy. Pigeon Telephone has no obligation to monitor the Service. However, Pigeon Telephone may monitor usage to: (i) operate the Service; (ii) identify violations of this Policy; or (iii) protect the Service, and Pigeon Telephone users.

Before pursuing suspension or termination and where practicable, Pigeon Telephone prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action.

However, if the Service is used in a way that Pigeon Telephone believes violates this Policy, Pigeon Telephone may take any responsive actions it deems appropriate under the circumstances with or without notice. These actions include, but are not limited to, the immediate suspension or termination of all or any part of the Service. Neither Pigeon Telephone nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions.

The actions described above are not Pigeon Telephone's exclusive remedies. Pigeon Telephone may take any other legal or technical actions it deems appropriate with or without notice. Pigeon Telephone reserves the right to investigate suspected violations of this Policy, including the gathering of information from the users involved and the complaining party, if any. During an investigation, Pigeon Telephone may suspend any Services. You expressly authorize and consent to Pigeon Telephone and its suppliers cooperating with: (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other service providers or other telephone facilities in order to enforce this Policy.

The failure of Pigeon Telephone to enforce this Policy is not a waiver of its right to do so at any time. If any part of this Policy is held invalid or unenforceable, that declaration does not invalidate the remaining parts. You agree to indemnify, defend, and hold harmless Pigeon Telephone and its affiliates, suppliers, and agents against all losses, claims, judgments, damages, and expenses (including reasonable attorneys' fees) resulting from any violation of this Policy. Your indemnification obligation will survive any termination of any customer agreement.

Revised and effective: June 16, 2023

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