

### Acceptable Use Policy ("AUP")

To ensure the activities of some users do not impair the ability of our customers to have access to reliable services provided at reasonable costs, you may not use our services in a manner that is unlawful, infringes on intellectual property rights, or harms or unduly interferes with the use of Evolve Cellular's network or systems. Evolve Cellular reserves the right, without notice or limitation, to limit data throughput speeds or quantities or to deny, terminate, end, modify, disconnect, or suspend Service(s) if a user engages in any of the prohibited voice or data uses detailed below or if Evolve Cellular, in its sole discretion, determines action is necessary to protect its wireless networks from harm or degradation.

**Voice Services Use and Prohibited Use:** Evolve Cellular voice Services are provided solely for live dialogue between, and initiated by, individuals for personal use and as otherwise described in this policy.

Evolve Cellular Services may **not** be used for any other purposes, including, but not limited to:

- (i) monitoring services,
- (ii) transmission of broadcasts,
- (iii) transmission of recorded material,
- (iv) telemarketing,
- (v) autodialed calls,
- (vi) other commercial uses, or
- (vii) other connections that do not consist of uninterrupted live dialogue between individuals.

**Data Services Use and Prohibited Use:** Evolve Cellular data services are provided solely for purposes of web surfing, sending and receiving email, photographs and other similar messaging activities, and the non-continuous streaming of videos, downloading of files or on line gaming.

Our data services may **not** be used:

- (i) to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading or uploading of videos or other files or to operate hosting services including, but not limited to, web or gaming hosting;
- (ii) to maintain continuous active network connections to the Internet such as through a web camera or machine-to-machine connections that do not involve active participation by a person;
- (iii) to disrupt email use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; Last updated 2/1/2013
- (iv) to transmit or facilitate any unsolicited or unauthorized advertising, telemarketing, promotional materials, "junk mail", unsolicited commercial or bulk email, or fax;
- (v) for activities adversely affecting the ability of other people or systems to use either Evolve Cellular's wireless services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user;

- (vi) for an activity that connects any device to personal computers (including without limitation, laptops and tablets), or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a service plan designated for such usage);
- (vii) to store and send files that violate copyright or other intellectual property laws or statutes or for any other criminal or illegal purpose; or
- (viii) for any other reason that, in our sole discretion violates our policy of providing service for individual use.

**Reporting Violations:** Evolve Cellular requests that any person who becomes aware of a violation of our AUP please report the information to Evolve Cellular at [abuse@EvolveCellular.com](mailto:abuse@EvolveCellular.com). If available, please provide the IP address used to commit the alleged violation and the date and time of the alleged violation. Evolve Cellular may take any appropriate action as it reasonably deems fit in its sole discretion, including, but not limited to, one or more of the following actions in response to a report: (i) issue a warning; (ii) suspend the Subscriber's newsgroup posting privileges; (iii) suspend the Subscriber's account; (iv) terminate the Subscriber's account; (v) bill the Subscriber for administrative costs and/or reactivation charges; (vi) bring appropriate legal action to enjoin violations and/or to collect damages, if any, caused by violations; or (vii) take no action.

**Notice and Procedure for Making Claims of Copyright Infringement:**

NOTE: THE FOLLOWING INFORMATION IS PROVIDED SOLELY FOR NOTIFYING THE SERVICE PROVIDERS IDENTIFIED BELOW THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. NO OTHER INQUIRIES WILL RECEIVE A RESPONSE THROUGH THIS PROCESS.

To be effective, written notification must be submitted to the following Designated Agent:

**Service Provider(s):**

Evolve Cellular Inc.  
[www.EvolveCellular.com](http://www.EvolveCellular.com)

**Designated Agent:**

Lowell Feldman  
Email: [lfeldman@evolvecellular.com](mailto:lfeldman@evolvecellular.com)  
Phone: 512-777-7700  
Fax: 512-777-7715

Send notification to:

PO Box 569  
Lockhart, TX 78644-0569 USA

The written notification must also include each of the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.