

SKYLINE MEMBERSHIP CORPORATION/SKYBEST COMMUNICATIONS, INC. ACCEPTABLE USE POLICY FOR INTERNET SERVICES

SkyLine Membership Corporation and its wholly-owned subsidiary SkyBest Communications, Inc. (“SkyLine/SkyBest”) have adopted this Acceptable Use Policy (“AUP”) to outline the acceptable use of SkyLine/SkyBest’s Broadband Internet service (“Broadband Service”). This AUP is in addition to any restrictions contained in the SkyLine/SkyBest Agreement for Residential Broadband Services (the “Subscriber Agreement”) available at www.skybest.com. Please refer to the Network Management Frequently Asked Questions (“FAQs”) at www.skybest.com, which include explanations of how SkyLine/SkyBest implements and applies many of the provisions contained in this AUP. All capitalized terms used in this AUP that are not defined here have the meanings given to them in the Subscriber Agreement.

You, the customer, must comply with this AUP. Your failure to do so could result in the suspension or termination of your Broadband Service account. If you do not agree to comply with this AUP, you must immediately stop all use of the Broadband Service and notify SkyLine/SkyBest so that it can close your account.

SkyLine/SkyBest may revise this AUP from time to time by posting a new version on the company’s website at www.skybest.com (the “SkyLine/SkyBest website”). SkyLine/SkyBest will use reasonable efforts to make customers aware of any changes to this AUP, which may include sending email announcements or posting information on the SkyLine/SkyBest website. Revised versions of this AUP are effective immediately upon posting. Accordingly, customers of the SkyLine/SkyBest Broadband Internet Service should read any SkyLine/SkyBest announcements they receive and regularly visit the SkyLine/SkyBest website and review this AUP to ensure that their activities conform to the most recent version. You can send questions regarding this AUP to, and report violations of it at www.skybest.com. To report illegal content on the Internet, visit www.ftc.gov.

I. Prohibited Uses and Activities

In general, this AUP prohibits uses and activities involving the Broadband Service that are illegal, infringe upon the rights of others, and interfere with or diminish the use and enjoyment of the Broadband Service by others.

A. Network and Usage Restrictions

No user of the Broadband Service, Customer Equipment, or the SkyLine/SkyBest Equipment may, individually or in combination with another:

1. restrict, inhibit or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Broadband Service (except for safety and security

functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send or retrieve information;

2. restrict, inhibit, interfere with or otherwise disrupt performance of the Broadband Service or cause a performance degradation;
3. regardless of intent, purpose or knowledge, to the Broadband Service or any SkyLine/SkyBest (or SkyLine/SkyBest supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any SkyLine/SkyBest (or SkyLine/SkyBest supplier) facilities used to deliver the Broadband Service;
4. resell the Broadband Service or otherwise make available to anyone outside the Premises the ability to use the Broadband Service (for example, through Wi-Fi or other methods of networking), in whole or in part, directly or indirectly. The Broadband Service is for single residential or business use only, and you agree not to use the Broadband Service for operation as an Internet service provider or for any other purpose that resells or shares the Broadband service (whether or not for profit);
5. connect the SkyLine/SkyBest Equipment to any computer outside of your Premises;
6. interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; and
7. accessing and using the Broadband Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Broadband Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Broadband Service plan that expressly permits you to do so.

B. Conduct and Information Restrictions

No user of the Broadband Service, Customer Equipment, or the SkyLine/SkyBest Equipment may, individually or in combination with another:

1. avoid incurring charges for or otherwise being required to pay for usage of the Broadband Service;
2. invade another person's privacy, stalk, harass or otherwise violate the rights of other persons;
3. undertake or accomplish any unlawful purpose. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libelous, obscene, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense, or otherwise violate any local, state, federal or non-U.S. law, order or regulation;
4. post, store, send, transmit or disseminate any information or material which a reasonable person could deem to be unlawful;

5. upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the Broadband Service or otherwise that is protected by copyright or other proprietary right, without obtaining any required permission of the owner;
6. collect, or attempt to collect, personal information about third parties without their consent;
7. transmit unsolicited bulk or commercial messages commonly known as “spam;”
8. send voluminous copies of the same or substantially similar messages, empty messages or messages which contain no substantive content, or send very large messages or files that disrupts a server, account, blog, newsgroup, chat or similar service;
9. initiate, perpetuate or in any way participate in any pyramid or other illegal scheme;
10. participate in the collection of voluminous amounts of email addresses, screen names or other identifiers of others (without their prior consent), a practice sometimes known as spidering or harvesting, or participate in the use of software (including “spyware”) designed to facilitate this activity;
11. collect responses from unsolicited bulk messages;
12. falsify, alter or remove message headers;
13. falsify references to SkyLine/SkyBest or its network, by name or other identifier, in messages;
14. impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”);
15. violate the rules, regulations, terms of service, or policies applicable to any network, server, computer database, service, application, system or website that you access or use;

C. Technical Restrictions

No user of the Broadband Service, Customer Equipment, or the SkyLine/SkyBest Equipment may, individually or in combination with another:

1. use the Broadband service or facilities for web hosting, email hosting or other unusually highbandwidth consumption unless you have made special subscription arrangements with SkyLine/SkyBest and the usage does not otherwise violate law or regulation;
2. access any other person's computer or computer system, network, software or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks or accounts without express permission to do so;
3. use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;

4. copy, distribute or sub-license any proprietary software provided in connection with the Broadband Service by SkyLine/SkyBest or any third party, except that you may make one copy of each software program for back-up purposes only;
5. distribute programs that make unauthorized changes to software (cracks);
6. use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, Web hosting, file sharing and proxy services and servers;
7. use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
8. service, alter, modify or tamper with the SkyLine/SkyBest Equipment or Broadband Service or permit any other person to do the same who is not authorized by SkyLine/SkyBest;

II. Customer Conduct and Features of the Broadband Service

A. Customer Obligations

In addition to being responsible for your own compliance with this AUP, you are also responsible for any use or misuse of the Broadband Service that violates this AUP, even if it was committed by a friend, family member or guest with access to your Broadband Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorized access to the Broadband Service by, for example, strictly maintaining the confidentiality of your Broadband Service login and password. In all cases, you are solely responsible for the security of any device you choose to connect to the Broadband Service, including any data stored or shared on that device. It is also your responsibility to secure the Customer Equipment and any other Premises equipment or programs not provided by SkyLine/SkyBest that connect to the Broadband Service from external threats such as viruses, spam, malware and other methods of intrusion.

B. SkyLine/SkyBest's Rights

SkyLine/SkyBest reserves the right to refuse to transmit or post, and to remove or block, any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of this AUP, or otherwise harmful to SkyLine/SkyBest's network or customers using the Broadband Service, regardless of whether this material or its dissemination is lawful so long as it violates this AUP. Neither SkyLine/SkyBest nor any of its affiliates, suppliers or agents has any obligation to monitor transmissions or postings (including, but not limited to, email, file transfer, blog, newsgroup and instant message transmissions) made on the Broadband Service. However, SkyLine/SkyBest and its affiliates, suppliers and agents have the right to monitor these transmissions and postings on occasion for violations of this AUP and to disclose, block or remove them in accordance with this AUP, the Subscriber Agreement and applicable law.

C. Service Restrictions

All of SkyLine/SkyBest's network and system services are provided according to scheduled fees for each type of service. You agree to use such services in accordance with the terms set forth below.

1. Email and Web-Hosting Services

- (i) Unsolicited Email Prohibited** - You may not use SkyLine/SkyBest-hosted email addresses for the purpose of sending unsolicited email. You may not use or cause to be used SkyLine/SkyBest's equipment, network connectivity or other resources to originate, deliver, relay or otherwise transmit unsolicited email messages. You may not engage in any of the foregoing prohibited activities by using the service of any other provider, third-party agent, e-mail service or address forwarding service, in such a way that SkyLine/SkyBest's network addresses or SkyLine/SkyBest-hosted web or email services are in any way identified as being associated with the sending of unsolicited email.
- (ii) Unauthorized use or forging, of mail header information** (e.g. "spoofing") is prohibited.
- (iii) Fraudulent Activity Prohibited** – You may not use the SkyLine/SkyBest email and webhosting services to make fraudulent offers to sell or buy products, items and services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," or "chain letters." You may not use techniques to hide or obscure the source of any email or other communications.
- (iv) SkyLine/SkyBest reserves the right to suspend or delay delivery of email to Customer** utilizing the SkyLine/SkyBest email services and/or the virtual domain email if the volume of email being redirected, stored or delivered on the Customer's behalf is deemed excessive.

The Broadband Service may not be used to communicate or distribute e-mail or other forms of communications in violation of Section I of this AUP. As described below in Section III of this AUP, SkyLine/SkyBest uses reasonable network management tools and techniques to protect customers from receiving spam and from sending spam (often without their knowledge over an infected computer).

SkyLine/SkyBest is not responsible for deleting or forwarding any email sent to the wrong email address by you or by someone else trying to send email to you. SkyLine/SkyBest also is not responsible for forwarding email sent to any account that has been suspended or terminated. This email will be returned to the sender, ignored, deleted or stored temporarily at SkyLine/SkyBest's sole discretion. In the event that SkyLine/SkyBest believes in its sole discretion that any subscriber name, account name or email address (collectively, an "identifier") on the Broadband Service may be used for, or is being used for, any misleading, fraudulent or other improper or illegal purpose, SkyLine/SkyBest (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, SkyLine/SkyBest may at any time reserve any identifiers on the Broadband Service for SkyLine/SkyBest's own purposes. In the event that a Broadband Service

account is terminated for any reason, all email associated with that account (and any secondary accounts) will be permanently deleted as well.

2. Instant, Video and Audio Messages

Each user is responsible for the contents of his or her instant, video and audio messages and the consequences of any of these messages. SkyLine/SkyBest assumes no responsibility for the timeliness, mis-delivery, deletion or failure to store these messages. In the event that an Broadband Service account is terminated for any reason, all instant, video and audio messages associated with that account (and any secondary accounts) will be deleted as well.

III. Network Management and Limitations on Data Consumption

SkyLine/SkyBest manages its network with the goal of delivering a fast, safe and uncompromised broadband Internet experience to all of its customers. But, high-speed bandwidth and network resources are not unlimited. Managing the network is essential for the promotion of best possible Broadband Internet experience by all of SkyLine/SkyBest's customers. The company uses reasonable network management practices that are consistent with industry standards. SkyLine/SkyBest tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company's network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

All broadband Internet service providers manage their networks. Many of them use the same or similar tools that SkyLine/SkyBest does. If the company didn't manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion and other risks and degradations of service. By engaging in responsible network management, including enforcement of this AUP, SkyLine/SkyBest can deliver the best possible broadband Internet experience to all of its customers. Visit SkyLine/SkyBest's website at www.skybest.com for more information.

A. Network Management

SkyLine/SkyBest uses various tools and techniques to manage its network, deliver the Broadband Service and ensure compliance with this AUP and the Subscriber Agreement. These tools and techniques are dynamic, like the network and its usage, and they can and do change frequently. SkyLine/SkyBest's network management practices may include (i) identifying spam and preventing its delivery to customer email accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily lowering the priority of traffic for users who are the top contributors to current network congestion, and (iv) using other tools and techniques that SkyLine/SkyBest may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

B. Network Usage and Data Consumption Restrictions

You acknowledge that all of the SkyLine/SkyBest Broadband services are intended for periodic, active use of email, user newsgroups, transfers via FTP, Internet chat, Internet games and browsing of the Internet. You must comply with all current bandwidth, data storage and other limitations on the SkyLine/SkyBest Broadband Services established by SkyLine/SkyBest and SkyLine/SkyBest suppliers. The excessive use or abuse of SkyLine/SkyBest's network resources by one customer may have a negative impact on all other Customers. Accordingly, you may not use the SkyLine/SkyBest Broadband Services or take any action, directly or indirectly, that will result in excessive consumption or utilization of the system or network resources, or which may weaken network performance, as determined in SkyLine/SkyBest's sole discretion. Such prohibited actions include, but are not limited to: using the SkyLine/SkyBest Broadband Services to host a Web server site which attracts excessive traffic at your location, continuously uploading or downloading streaming video or audio, using net hosting, continuous FTP uploading or downloading, or acting in a manner that negatively affects other users' ability to engage in real-time exchanges and use of the SkyLine/SkyBest Broadband Services.

Residential Broadband Service is for personal and non-commercial residential use only. Therefore, SkyLine/SkyBest reserves the right to suspend or terminate residential Broadband Service accounts where data consumption is not characteristic of a typical residential user of the Broadband Service as determined by SkyLine/SkyBest in its sole discretion.

Common activities that may cause excessive data consumption in violation of this AUP include, but are not limited to, numerous or continuous bulk transfers of files and other high-capacity traffic using (i) file transfer protocol ("FTP"), (ii) peer-to-peer applications and (iii) newsgroups. You must also ensure that your use of the Broadband Service does not restrict, inhibit, interfere with or degrade any other person's use of the Broadband Service, nor represent (as determined by SkyLine/SkyBest in its sole discretion) an excessive burden on the network. In addition, you must ensure that your use of the Broadband Service does not limit or interfere with SkyLine/SkyBest's ability to deliver and monitor the Broadband Service or any part of its network.

If you use the Broadband Service in violation of the restrictions referenced above, that is a violation of this AUP. In these cases, SkyLine/SkyBest may, in its sole discretion, suspend or terminate your Broadband Service account or request that you subscribe to a version of the Broadband Service (such as a commercial grade Broadband service, if appropriate) if you wish to continue to use the Broadband Service at higher data consumption levels. SkyLine/SkyBest may also provide versions of the Broadband Service with different speed and data consumption limitations, among other characteristics, subject to applicable Broadband Service plans.

SkyLine/SkyBest's determination of the data consumption for Broadband Service accounts is final.

IV. Violation of this Acceptable Use AUP

SkyLine/SkyBest reserves the right to immediately suspend or terminate your Broadband Service account and terminate the Subscriber Agreement if you violate the terms of this AUP or the Subscriber Agreement.

SkyLine/SkyBest does not routinely monitor the activity of individual Broadband Service accounts for violations of this AUP, except for determining aggregate data consumption in connection with the data consumption provisions of this AUP. However, in the company's efforts to promote good citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Broadband Service. SkyLine/SkyBest has no obligation to monitor the Broadband Service and/or the network. However, SkyLine/SkyBest and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions and content in order to, among other things, operate the Broadband Service; identify violations of this AUP; and/or protect the network, the Broadband Service and SkyLine/SkyBest users.

SkyLine/SkyBest prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. SkyLine/SkyBest also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without SkyLine/SkyBest's intervention. However, if the Broadband Service is used in a way that SkyLine/SkyBest or its suppliers, in their sole discretion, believe violates this AUP, SkyLine/SkyBest or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Broadband Service (including but not limited to newsgroups). Neither SkyLine/SkyBest, nor its affiliates, suppliers or agents, will have any liability for any of these responsive actions. These actions are not SkyLine/SkyBest's exclusive remedies and SkyLine/SkyBest may take any other legal or technical actions it deems appropriate with or without notice.

SkyLine/SkyBest reserves the right to investigate suspected violations of this AUP, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on SkyLine/SkyBest's servers and network. During an investigation, SkyLine/SkyBest may suspend the account or accounts involved and/or remove or block material that potentially violates this AUP. You expressly authorize and consent to SkyLine/SkyBest and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) and system administrators at other Internet service providers or other network or computing facilities in order to enforce this AUP. Upon termination of your Broadband Service account, SkyLine/SkyBest is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).

The failure of SkyLine/SkyBest or its suppliers to enforce this AUP, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this AUP is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. You agree to indemnify, defend and hold harmless SkyLine/SkyBest and its affiliates, suppliers and agents against all claims and expenses (including reasonable attorney fees) resulting from any violation of this AUP. Your indemnification will survive any termination of the Subscriber Agreement.

V. Copyright and Digital Millennium Copyright Act Requirements

SkyLine/SkyBest is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Broadband Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Broadband Service (or any part of the Broadband Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is SkyLine/SkyBest's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Broadband Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who SkyLine/SkyBest, in its sole discretion, believes is infringing these rights. SkyLine/SkyBest may terminate the Broadband Service at any time with or without notice for any affected customer or user.

The Digital Millennium Copyright Act ("DMCA"), signed into law on October 28, 1998, amended the United States Copyright Act, Title 17 of the U.S. Code, to provide in part certain limitations on the liability of online service providers (OSPs) for copyright infringement. Subsection 512(c) of the Copyright Act provides limitations on service provider liability for storage, at the direction of a user, of copyrighted material residing on a system or network controlled or operated by or for the service provider, if, among other things, the service provider has designated an agent to receive notifications of claimed infringement by providing contact information to the Copyright Office and by posting such information on the service provider's website in a location accessible to the public. In accordance with the DMCA, SkyLine/SkyBest has filed with the United States Copyright Office the necessary agent of notification information. The DMCA permits copyright owners to notify SkyLine/SkyBest if they believe a SkyLine/SkyBest customer has infringed their work(s). When SkyLine/SkyBest receives a notice from a copyright owner, SkyLine/SkyBest will notify the identified customer of the alleged infringement claim by providing them a copy of the notice. SkyLine/SkyBest responds expeditiously to notices of claimed copyright infringement and will take the necessary steps to terminate users or account holders who are "repeat infringers" as required by law.

A. Procedure for Submitting a Copyright Infringement Claim

SkyLine/SkyBest has registered a designated agent to receive notices of claimed copyright infringement with the U.S. Copyright Office. Under the DMCA, copyright owners have the right to notify SkyLine/SkyBest if they believe a SkyLine/SkyBest customer has infringed the copyright owner's work(s). If you believe a SkyLine/SkyBest' customer has utilized your work in a way that constitutes copyright infringement, you may file a Notification of Claimed Infringement with SkyLine/SkyBest' designated copyright agent. The DMCA provides the following procedure for parties to follow who wish to file a Notification of Claimed Infringement with SkyLine/SkyBest.

To serve a Notification of Claimed Infringement on SkyLine/SkyBest send your Notification to:

SkyLine Telephone Membership Corporation
Attn: DMCA Agent
PO Box 759
West Jefferson, NC 28694
Telephone Number: 336-877-1350
Facsimile Number: 336-877-2020
Email address: aup.abuse@skyline.org

To be effective under the DMCA, the Notification of Claimed Infringement must be a written communication provided to SkyLine/SkyBest' designated copyright agent and must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of the infringed copyright.
2. Identification of the copyrighted work or works claimed to have been infringed.
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 the infringing IP address, time, date, and the time zone to permit SkyLine/SkyBest to locate the appropriate account.
4. Information reasonably sufficient to permit SkyLine/SkyBest to contact the complaining party (e.g., the address, telephone number, or email address).
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.
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.

Upon receipt of a Notification of Copyright Infringement from a copyright owner that contains the required information described in 1 through 6 above, SkyLine/SkyBest will notify the customer of the alleged infringement and remove or disable access to the material that is alleged to be infringing if hosted on a SkyLine/SkyBest domain. No personally identifiable information or customer information is shared with the copyright owner unless required by law.

If SkyLine/SkyBest receives more than one Notice of Copyright Infringement on the customer's part, the customer may be deemed a 'repeat copyright infringer.' SkyLine/SkyBest reserves the right to terminate the accounts of 'repeat copyright infringers.'

B. Procedure to File a DMCA Counter-Claim

If you have received a notice of copyright infringement and you believe that a copyright holder has accused you in error, you may file a DMCA Counter-Claim with SkyLine/SkyBest's designated copyright agent.

To be effective, a Counter-Claim must be a written communication provided to SkyLine/SkyBest's designated copyright agent and must include the following information:

1. A physical or electronic signature of the subscriber.

2. The subscriber's name, address, and telephone number.
3. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
4. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
5. A statement that the subscriber consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the party who submitted the takedown notice or an agent of such party.

Upon receipt of a DMCA Counter-Claim, SkyLine/SkyBest will provide the complaining party with a copy of the DMCA Counter-Claim. When SkyLine/SkyBest receives a Counter-Claim that meets the requirements of the DMCA, SkyLine/SkyBest will process the Counter-Claim in accordance with the requirements of the DMCA.

Notification Process

1 st Warning	Acknowledgement	Email or letter sent to customer explaining the issue and how to prevent it in the future. Call to customer to confirm acknowledgement of infringement claim.
2 nd Warning	Mitigation	Port deactivation. Call to customer to acknowledge understanding of infringement claims and DMCA policy. Port reactivated upon acknowledgement.
3 rd Warning	Mitigation	Port suspension. Any additional infringement claims result in account termination.

- Each Warning will "roll up" all infringement notices received in a 1 week period.
- Warning process starts over after 12 months without an infringement notice.
- If appeal is successful the warning process starts over or reverts to previous Warning in the process.

C. Note to Claimants and Agents:

- Complaints that are received and cannot be determined to be an actual subscriber of SkyLine/SkyBest will be discarded.
- Complaints sent to any addresses other than the specified addresses in our filing with the US Copyright Office or our DMCA Policy will be discarded.

NOTE: The information under this section is provided to you for informational purpose only, and is not intended as legal advice. If you believe your rights under United States copyright law have been infringed, you should consult with your attorney.