

KyLinVoice Fair Residential Use Policy

A. You understand and acknowledge that the KyLinVoice is for normal residential or personal, noncommercial, non-professional use. You further agree and acknowledge that KyLinVoice's residential service is intended for use by you and your immediate family only. If your Plan allows you to extend the Services or feature(s) to one or more mobile devices, land or VoIP numbers, such use is also considered to be use under the same Plan and subject to KyLinVoice's Fair Residential Use Policy.

B. Impermissible Use(s)

i. Each of the following is considered to be outside of normal residential use:

- (i) use by or for others who are not members of Customer's immediate family residing in Customer's home;
- (ii) business use of any type, including home office businesses;
- (iii) operating a customer care, support or call center;
- (iv) resale to others;
- (v) auto-dialing or fax/voice blasts;
- (vi) telemarketing;
- (vii) all other non-residential uses.

ii. Monthly usage which is 30% higher than the average usage by KyLinVoice residential customers is considered unusual and excessive usage and is subject to evaluation by KyLinTV. In addition, usage involving specific numbers called, average call durations, forwarding and transferring, conferencing and unusually short duration calling may, constitute impermissible use(s) of the Services.

C. Enforcement of Fair Residential Use Policy

KyLinTV reserves the right to review and evaluate all customer accounts and to take action if an account does not comply with this Fair Residential Use Policy or involves impermissible, detrimental or unlawful use. KyLinTV may assess abnormal usage based on comparisons to the usage patterns and levels of our other customers. We reserve the right immediately to either suspend your Service and offer you an alternative plan or terminate your Service with or without notice if we determine, in our sole and absolute discretion, that your use of the Service or the Equipment is, or at any time was, inconsistent with normal residential usage patterns or constitutes Impermissible Use(s) set out above. In addition, you will be required to pay our higher rates for commercial service for all periods in which your use of the Services or the Equipment was inconsistent with normal residential use or constitutes Impermissible Use(s) set out above. If your use is determined to be unlawful, KyLinTV

will immediately suspend or terminate the Services with or without notice. KyLinTV may notify all proper authorities of any illegal use of the Services and will cooperate with all such authorities regarding investigation and prosecution. KyLinTV hereby reserves all of its legal rights.