

Internet Terms of Service

ETC Communications, hereinafter referred to as ETC, will provide its Internet access service (the "Internet Service") to You ("Subscriber") in accordance with these terms and conditions, which terms and conditions incorporate and include the Acceptable Use Policy ("AUP") and the ETC Privacy Policy, as they may be changed from time to time (collectively, the "Terms of Service"), all of which may be found at www.etcnow.com/Terms.

Subscriber's use of the Internet Service shall be deemed acknowledgment that Subscriber has read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop their use of the Internet Service and notify ETC Customer Service at 800.660.6826 to terminate the account. This is a binding legal document (the "Agreement").

ETC updates and amends Terms of Service. Subscriber should consult www.etcnow.com/Terms to be certain of compliance.

1. Equipment: To use the Internet Service, Subscriber should meet minimum computer, device, and system recommendations as identified by ETC.

a. Computer Equipment: The personal computer or device that Subscriber uses to access the Internet Service must meet minimum configuration standards. Please refer to ETC's System Recommendations for the current specifications. The minimum configuration standards may change, and ETC will make reasonable efforts to support previously acceptable configurations; however, ETC is not obligated to continue to provide such support. ETC may supply equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Subscriber acknowledges that such equipment may require updates and/or changes to the software resident in the equipment and that Subscriber maybe required to perform such updates and/or changes. Notwithstanding, Subscriber hereby authorizes ETC to perform updates and/or changes, on-site or remotely from time to time as ETC deems necessary, in ETC's sole discretion.

b. ETC does not provide technical assistance for third-party hardware or software, including but not limited to home networks or gaming systems. Any questions concerning third-party hardware or software should be directed to the manufacturer of that product. ETC is not responsible for the operation or support, maintenance or repair of any equipment, software or services that Subscriber elects to use in connection with the Internet Service.

c. Subscriber will not connect any equipment, other than equipment authorized by ETC, to the modem outlet. Subscriber understands that failure to comply with this restriction may cause damage to the ETC's equipment and subject Subscriber to liability for damages and/or prosecution. Subscriber may not alter, modify or tamper with the equipment or the Internet Service, or permit any other person, not authorized by ETC, to do the same.

d. Service Location: Subscriber is responsible for necessary preparations at the Service Location(s) for delivery and installation of Internet Service, including moving Subscriber's equipment, furniture, and furnishings. Subscriber is required to provide ETC with floor space, rack space, other space, and commercial power for the installation and operation of Internet Service.

2. Network Interface: When ETC installs the Internet Service, Subscriber will need a network interface card or adapter providing an Ethernet connection. Alternatively, subscriber may connect to a home networking device (commonly referred to as a router or gateway).

3. Cable Modem/Other Charter Equipment: Subscriber will obtain a modem from ETC. Subscriber must return modem and any other equipment provided by ETC, not purchased, at the end of Internet Service.

4. Security: Subscriber acknowledges and agrees that when using the Internet Service to access the Internet or any other online network or service, there are certain risks that may enable other Internet users to gain access to or use of Subscriber's equipment. Subscriber is responsible for taking and should take all appropriate security measures when using the Internet Service. Subscriber assumes sole

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responsibility for Subscriber's equipment used in conjunction with the Internet Service and for providing and configuring any "firewall" or security measures for use with the Internet Service to prevent damage from viruses, malware, or other similar malicious items, and Subscriber, not ETC, shall be solely responsible in any manner for the effectiveness of these blocking and filtering technologies. ETC does not warrant that others will be unable to gain access to Subscriber's computer(s) and/or data even if Subscriber utilizes blocking and filtering technologies, nor does ETC warrant that the data or files will be free from computer viruses or other harmful components. ETC has no responsibility and assumes no liability for the protections Subscriber may employ nor for any damages that may arise from accessing the Internet. Subscriber shall not permit or enable any use of Subscriber's account or account passwords by any person not a member of Subscriber's household. Subscriber is responsible for any misuse of the Internet Service that occurs through Subscriber's account whether by a member of Subscriber's household or unauthorized third-party.

5. Monitoring the Internet Service and Privacy: ETC does not actively monitor Subscriber's use of Internet Services under normal circumstances. ETC does exercise editorial control over the content of any web, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary websites. However, in accordance with our Internet AUP, ETC may remove any materials that, in its sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. ETC may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Subscriber's violation of this AUP may result in the suspension or termination of either Subscriber's access to the Services and/or Subscriber's ETC account or other actions as detailed in AUP. Internet AUP should be read in conjunction with Terms of Service.

6. Copyright Infringement: Subscriber will not use, or allow others to use, the Internet Service to send or receive, or otherwise use any information which infringes the patents, trademarks, copyrights, trade secrets or proprietary rights of any other person or entity. This includes, but is not limited to, digitization of music, movies, photographs or other copyrighted materials or software. Subscriber must obtain appropriate authorization from such other person or entity prior to sending, receiving or using such materials. Subscriber represents and warrants that Subscriber is and will be the author and copyright owner and/or an authorized licensee with respect to any hosted content, and Subscriber further represents and warrants that no hosted content violates or will violate the trademark, copyright, domain name or intellectual property rights of any third party. ETC assumes no responsibility, and Subscriber assumes all risks regarding the determination of whether material is in the public domain or may otherwise be used for such purposes.

In accordance with the Digital Millennium Copyright Act (DMCA), any notices of copyright infringement by a subscriber to ETC's service or on a server hosted by ETC should be directed to: DMCA Compliance, Ellijay Telephone Company, P.O. Box O, 224 Dalton Street, Ellijay, GA 30540, DMCAcompliance@etcmail.com;. ETC reserves the right to suspend or terminate the accounts of repeat copyright infringers.

7. Term: Internet Service shall continue until such time as terminated by Subscriber, which shall be effective upon notice, or terminated by ETC for breach (including nonpayment) of this Agreement or a violation of the AUP. ETC will not be responsible for the return of data stored on ETC's servers, such as web and e-mail servers if Subscriber's account is suspended or terminated.

8. Disclaimer of Warranties and Limitation of Liability.

- a) Internet Service is provided on an "as is" and "as available" basis. ETC does not warrant that the Internet Service will be uninterrupted, error free or free of viruses, worms, spam, pop-up advertising, spyware, adware, denial of service attacks or other harmful components. ETC makes no express warranties and waives all implied warranties including, but not limited to, warranties of title, noninfringement, merchantability and fitness for a particular purpose regarding any merchandise, information or service provided through ETC or the Internet generally. ETC makes no warranties that any data or files Subscriber sends or receives via the Internet Service will be transmitted in uncorrupted form, within a reasonable time, or free from unauthorized access by

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others or that other users will be unable to gain access to Subscriber's computer. No advice or information given by ETC or its representatives shall create a warranty.

- b) Email-Spam: Subscriber acknowledges and understands that ETC utilizes anti-spam electronic mail software and that such security technology is a feature of the Internet Service that may block incoming and outgoing electronic mail. ETC does not warrant that such feature will block all unwanted mail/spam or that all mail that is blocked constitutes unwanted mail/ spam.
- c) Bandwidth: Subscriber understands and agrees that ETC does not guarantee that any specific amount of bandwidth on the ETC's network or that any speed or throughput of Subscriber's connection to the ETC network will be available to Subscriber. Subscriber understands and agrees that the speed of the Internet Service provided at Subscriber's site will vary depending upon a number of factors, including Subscriber's computer system(s) and associated equipment (e.g., Subscriber-sourced Wi-Fi routers/access points, etc.), Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond ETC's control, and system failures, modifications, upgrades and repairs.

9. Limitation of Liability/Exclusive Remedy: ETC and its employees are not liable for any costs or damages arising directly or indirectly from Subscriber's use of Internet Service, including any indirect, incidental, exemplary, multiple, special, punitive, or consequential damages. ETC shall have no liability whatsoever for any claims, losses, actions, damages, suits, or proceedings resulting from: other Users accessing Subscriber's computer; security breaches; eavesdropping; denial of service attacks; interception of traffic sent or received using the services; your reliance on or use of the equipment or services, or the mistakes, omission, interruptions, deletion of files, errors, defects, delays in operation, transmissions, or any failure of performance of the equipment or services; the use of the equipment or services by you or a third party that infringes the copyright, patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights, proprietary rights or contractual rights of any third party; the accuracy, completeness and usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through the service or the internet. The foregoing limitation applies to the acts, omissions, negligence and gross negligence of ETC, its officers, employees, agents, contractors or representatives which, but for this provision, would give rise to the cause of action against ETC in contract, tort, or any other legal doctrine.

ETC shall not be liable for damages for failure to furnish, or the degradation or interruption of, any services, for any lost data or content, identify theft, for any TV, monitor or screen burn-in, monitor or screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. ETC shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of the Internet Service.

10. Mailbox: Subscriber agrees that ETC owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. ETC may also limit the number of new email addresses available per account. Subscriber agrees that if Subscriber does not access an ETC mailbox for a period of 90 days, ETC may delete mailbox and contents. Subscriber may reestablish mailbox if requested and still available. Subscriber understands that upon disconnecting from ETC's Internet service, ETC may suspend the account and delete the contents of the mailbox, if any, at that time. In no event will ETC be responsible for maintaining, and ETC will not guarantee storage of, electronic mail for any period of time. ETC also reserves the right to enforce email storage limits.

11. Network Security and Management: Subscriber agrees that ETC is entitled to practices as described in Network Management Policy. Subscriber agrees that ETC may take other actions, in its sole discretion, to manage or protect its network or to benefit the greatest number of its subscribers as identified in AUP.

12. WiFi: ETC WiFi Router rental is a charged service available to Subscribers and provides wireless access to the ETC Internet Service within the Subscriber's network. ETC's WiFi Router comes programmed with certain default settings and configurations for Subscriber's network. ETC does not guarantee the security of the ETC WiFi Router and Subscriber's connection to the Internet Service via the

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Subscriber's network. Subscriber understands and agrees that Subscriber is solely responsible for the security of their network. The ETC WiFi Router may collect and maintain certain information regarding access to and use of the Subscriber's network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by ETC to provide Internet Service and support. Subscriber acknowledges and agrees that ETC shall have access to the network name and password associated with the ETC WiFi Router in order to provide support and diagnostic services. ETC reserves the right to modify the network name and password for all provided ETC WiFi Routers in order to safeguard Internet security, the security and privacy of Subscriber's information, where required by law, and/or for other good cause to provide, upgrade and maintain the Internet Service, and protect the network, other users of the Internet, or our subscribers. Subscriber acknowledges ETC WiFi Routers are ETC's property.

13. Indemnification: Subscriber agrees to indemnify and hold harmless ETC, its members, affiliates, officers and employees from any claims brought against ETC related to Subscriber's use of the Internet Service or the violation of the AUP or the Privacy Policy, including, but not limited to, claims that Subscriber's use of the Internet Service infringed on the patent, copyright, trademark or other intellectual property right of any third party, claims arising from any breach or alleged breach by Subscriber of this Agreement or the AUP, or any claim resulting from Subscriber's negligence. Subscriber agrees to pay any attorneys' fees incurred by ETC in bringing any action related to the Internet Service or a breach of the terms of this Agreement.

14. Force Majeure: ETC shall not be liable for any failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over ETC, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

15. Amendment: ETC reserves the right to amend this Agreement at any time with or without prior notice. Notice of modifications to this Agreement may be given by posting such changes on ETC's website at www.etcnow.com/Terms, by email or by conventional mail, and will be effective immediately upon posting or sending. The Subscriber's continued use of the Internet Service following notice of such change, modification or amendment shall be deemed to be the Subscriber's acceptance of any such modification. If Subscriber does not agree to any modification of this Agreement, Subscriber must immediately cease using the Internet Service and notify ETC that Subscriber is terminating the Internet Service. In addition, this Agreement is subject to change in compliance with applicable law.

16. Entire Agreement: This Agreement shall be posted at www.etcnow.com/Terms and are the only terms and conditions that govern the Internet Service. No undertaking, representation or warranty made by any agent or representative of ETC in connection with the sale, installation, maintenance or removal of the Internet Service shall modify or amend this Agreement.