

# Terms & Conditions

## GENERAL

- Access to the Internet or other applicable data networks is non-transferable. Use of Surry Telephone Membership Corp./Piedmont Communications Internet Access is expressly limited to Customer and Customer's immediate family or direct employees. The sharing or resale of Internet/Data access is strictly prohibited and shall be cause for immediate termination of service.
- Customer is responsible for all equipment and software necessary to connect to Surry Telephone Membership Corp./Piedmont Communications Internet Services.
- Customer agrees to use the service in a manner consistent with any and all applicable laws.
- Use of Surry Telephone Membership Corp./Piedmont Communications Internet Services for unsolicited advertising is prohibited.
- Customer is responsible for all use of account(s) and confidentiality of password(s). Surry Telephone Membership Corp./Piedmont Communications Internet Services will suspend access or change access to Customer's Account(s) immediately upon notification by Customer that a password has been lost, stolen or otherwise compromised.
- Customer's use of Surry Telephone Membership Corp./Piedmont Communications Internet Services constitute Customer acceptance of Terms and Conditions.

## BILLING

- Customer is responsible for all local or long-distance telephone charges for connecting directly to Surry Telephone Membership Corp./Piedmont Communications Internet Services or indirectly via an intermediate access provider.
- Customer agrees to pay Surry Telephone Membership Corp./Piedmont Communications Internet Services all charges relating to use of Customer's Account(s). Customer recognizes that there is a 30 day minimum subscription period.
- Sales and use taxes, and all other applicable taxes and levies which are applicable to the provision of services shall be borne by Customer, regardless of whom the taxes and levies are or were imposed upon.
- Surry Telephone Membership Corp./Piedmont Communications Internet Services reserves the right to change prices on 30 days' notice.
- All invoices are due upon receipt and payable within thirty (30) days unless other arrangements have been made in advance.
- Surry Telephone Membership Corp./Piedmont Communications Internet Services reserves the right to suspend access to service for Customer's Account(s) upon an indication of credit

problems including delinquent payments. A reconnection charge will apply after payment of any outstanding balance.

## **OWNERSHIP/COPYRIGHT**

- Information available on Surry Telephone Membership Corp./Piedmont Communications Internet Services is the property of Surry Telephone Membership Corp./Piedmont Communications Internet Services. Customer shall not redistribute, reproduce, or commercially exploit such information without express written permission of its owner.
- Customer submitting information owned by Customer for publication on Surry Telephone Membership Corp./Piedmont Communications Internet Services grants Surry Telephone Membership Corp./Piedmont Communications Internet Services non-exclusive permission to distribute the information product worldwide. Customer retains all rights Customer may have to such information.

## **WARRANTY DISCLAIMER**

Surry Telephone Membership Corp./Piedmont Communications Internet Services are provided on an “as is, as available” basis. Surry Telephone Membership Corp./Piedmont Communications Internet Services disclaims any and all warranties with regard to the services (whether express or implied), including without limitation

- any implied warranties of merchantability, fitness for a particular purpose, infringement or title
- any warranty of quality, functionality, operability, use or performance of the services
- any warranty of the accuracy, completeness or validity of the data or information communicated through the services
- any warranty of the continuous availability of the services, or that the services will be uninterrupted or error free.

## **LIMITATIONS OF LIABILITY**

Under no circumstances and under no legal theory (whether tort, contract or otherwise) shall Surry Telephone Membership Corp./Piedmont Communications Internet Services be liable for any indirect, special, incidental or consequential damages whatsoever (including, without limitation, damages for business interruption, computer failure or malfunction, loss of profits, goodwill or information, or any other pecuniary loss or damage) arising out of or relating to Surry Telephone Membership Corp./Piedmont Communications Internet Services (including, without limitation, use or inability to use the services), even if Surry Telephone Membership Corp./Piedmont Communications Internet Services has been advised of the possibility of such damages.

Under no circumstances shall Surry Telephone Membership Corp./Piedmont Communications Internet Services cumulative liability to customer exceed the service charges paid by customer to Surry Telephone Membership Corp./Piedmont Communications Internet Services for the services during the six (6) months immediately preceding the event for which liability is claimed.

- Surry Telephone Membership Corp./Piedmont Communications Internet Services is not responsible for any damages or injuries arising from Customer's use of Surry Telephone Membership Corp./Piedmont Communications Internet Services or inability to use Surry Telephone Membership Corp./Piedmont Communications Internet Services.
- Surry Telephone Membership Corp./Piedmont Communications Internet Services is not responsible for undelivered e-mail. There is no guarantee of message receipt or delivery. Return receipts may be requested, but there is no guarantee that the recipient's e-mail system will honor such requests.
- Surry Telephone Membership Corp./Piedmont Communications Internet Services is not obligated to store the contents of Customer's e-mail messages and is not obligated to produce copies of e-mail messages to Customer.
- Surry Telephone Membership Corp./Piedmont Communications Internet Services is not responsible for Customer's personal files residing on Surry Telephone Membership Corp./Piedmont Communications Internet Services system. Customer is responsible for independent backup of all such data. If Customer exceeds the published space limitation for personal files (Web space, e-mail, FTP, etc.), Surry Telephone Membership Corp./Piedmont Communications Internet Services will notify the Customer via e-mail to reduce the file storage space. If Customer fails to reduce the storage space within the specified time period, Surry Telephone Membership Corp./Piedmont Communications Internet Services reserves the right to delete files from the Customer's personal space without further notice.
- Customer is hereby warned that some sites accessible via Surry Telephone Membership Corp./Piedmont Communications Internet Services allow posting, viewing, retrieval, and/or electronic mailing of materials that may be considered obscene, offensive, inaccurate, incomplete, defamatory, harmful or objectionable. Surry Telephone Membership Corp./Piedmont Communications Internet Services is not responsible for Customer's inadvertent or deliberate access to such material and cannot prevent access of such materials.

## **OPERATION**

- Surry Telephone Membership Corp./Piedmont Communications Internet Services reserves the right to change its services without notice including but not limited to access procedures, hours of operation, menu structures, commands, documentation, and services offered.

- Surry Telephone Membership Corp./Piedmont Communications Internet Services reserves the right to delete Customer's personal files which have not been accessed for more than one (1) month.
- Customer understands that Surry Telephone Membership Corp./Piedmont Communications Internet Services may be interrupted for several reasons, including but not limited to malfunctions, maintenance, improvement or as required to protect network resources in the event of malfunctions or misuse. Customer understands that it may not receive advance notification of any such interruption of service.
- Surry Telephone Membership Corp./Piedmont Communications Internet Services shall not be liable for any delay in or failure to perform the services caused by circumstances entirely beyond its control such as those occasioned by acts of God or other causes or which it could not have reasonably foreseen or any other cause which similarly impedes the providing of service.
- Surry Telephone Membership Corp./Piedmont Communications Internet Services reserves the right in its sole discretion to delete any information entered into Surry Telephone Membership Corp./Piedmont Communications Internet Services computer systems by Customer. Surry Telephone Membership Corp./Piedmont Communications Internet Services and its authorized representatives shall have the right, but shall not be obligated, to edit publicly viewable information.
- Customer hereby agrees that any material submitted for publication on Surry Telephone Membership Corp./Piedmont Communications Internet Services through Customer's Account(s) does not violate or infringe upon any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene, objectionable, or libelous.
- Surry Telephone Membership Corp./Piedmont Communications Internet Services, at its sole judgment, may immediately suspend Customer's access to the service upon any breach of any of the Terms and Conditions by Customer, including, but not limited to, refusal or failure to pay for services provided or disruptive online behavior.
- Surry Telephone Membership Corp./Piedmont Communications Internet Services reserves the right to terminate access to service for any Customer Account(s) which have been inactive for six (6) months or longer.
- Surry Telephone Membership Corp./Piedmont Communications Internet Services may modify these Terms and Conditions upon notice published online. Customer's use of Info Avenue after such notice shall constitute Customer acceptance of such modifications.

### **Fair Access Policy**

Surry Telephone Membership Corp./Piedmont Communications Connect reserves the right to engage in reasonable network management practices, to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Some of the

reasonable network management practices that Surry Telephone Membership Corp./Piedmont Communications Connect will use may include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology, and/or (iii) a modification of or a limitation on a customer's data throughput speed or data consumption, or in extreme cases, disconnection of broadband services. Below is the allowed amount of data consumption allowed per broadband package:

6Mb/1Mb

10Mb/1Mb

15Mb/3Mb

25Mb/3Mb

50Mb/5Mb

100Mb/10Mb

500Mb/30Mb

1Gig/50Mb