

INTERNET SERVICE AGREEMENT

This Glenwood Telephone Company Legal Agreement (“Agreement”) between you (the “Customer”, “user”, “you”, “your”), and Glenwood Telephone Company (GTC), for delivery of Internet Access Services (“Services”). GTC offers both Dial-up and High-Gear DSL Service, and both shall be referred to hereinafter as the “Service”.

By activating Service with GTC, you acknowledge that you have read and agree to the terms of this Agreement. Services provided under this agreement are subject to Federal Communications Commission (“FCC”) regulation and are provided under the Tariff of the National Exchange Carrier Association (“NECA”). Those tariffs and regulations may change from time to time and supersede the terms listed herein.

1. INTRODUCTION

By applying for and accepting Services from GTC the Customer consents to and accepts all terms and conditions in this Agreement, our Acceptable Use Policies, and all other use policies (collectively, the “Terms of Service” (TOS)). Customers are defined as any person or entity using GTC Services. GTC may modify this Agreement at any time and any modification becomes effective immediately by notice of posting on GTC's home page (<http://www.gtconline.com>), by electronic mail, or by conventional mail. You may terminate your service as allowed in Section 8 if you cannot or will not accept any of these conditions. Your continued use of Services following the posting of any revisions to the TOS constitutes your acceptance of those revisions.

2. LEGAL AUTHORITY

In order to purchase Services you must be an adult of at least 18 years of age, and by accepting the Services you are agreeing to also accept these TOS as a Customer Account Holder, confirming you are indeed at least 18 years of age. All Services must be approved by the Primary Customer Account Holder.

If you are a business, and subscribing as a legal entity, you confirm (through your duly authorized representative) that your business is a corporation, partnership, or another legal entity duly formed (and incorporated if applicable) whom is in good standing where required to do business with all legal authority and power to accept these TOS.

3. THE SERVICE

Services are offered as a “best effort” service. GTC does not guarantee DSL circuit availability, reliability, quality, or minimum response time to repair a DSL circuit should there ever be a disruption of service. GTC only repairs DSL circuits during normal business hours,

nor on any Holidays. No minimum level of speed is guaranteed. DSL Technology cannot be used through a PBX or Key System.

Local access dial-up numbers may not be available in all areas. You are solely responsible for determining if use of a particular dial-up number will cause you to incur long-distance, toll, or other charges. ISP is not responsible for any long-distance, toll or other charges you incur.

3.1 Modifications to the Service. GTC reserves the right to modify or discontinue Services, either on a temporary or permanent basis, whenever it deems necessary with or without notice (this includes any function or features of the Services). Modifications can include different technologies, rates, and or charges. No notification is necessary when modifications will not negatively affect speeds or Customer Premise Equipment (“CPE”). When notification is necessary (e.g. a planned or unplanned service outage), GTC may post notification on its website or via Customer email. It is the Customer's responsibility to check for notification via our website or their GTC email address for such notification from time to time.

3.2 Privacy & Security : DSL includes a virtual private circuit to your premises. Privacy and security cannot be guaranteed and we shall not be liable to you for any lack of privacy you experience while using the Service.

3.3 Username and Password : Customers are required to choose an unique name for their account (“Username”), as well as a password when applying for Service. Customer agrees to keep all Username, passwords, IP addresses, and computer names strictly confidential, and furthermore Customers are solely responsible for any liability or damages resulting from their failure to maintain confidentiality. Customer is also completely and fully responsible, as well as liable for all activities originating on Customers account or IP address. If a Customer feels unauthorized activity has taken place Customer must immediately notify GTC of any breach of security, such as a loss, theft, Public Use, unauthorized usage or disclosure of their Username and Password.

3.4 IP Address Assignment : Customer by default will be provided with a dynamic IP address, however Customer may request a static IP address. Static IP address assignment setup requires a \$50 initial setup fee. Additional IP addresses can be requested at an additional monthly fee of \$100 per IP address per month.

3.5 Support & Customer Service : GTC provides free basic Customer support care for Service purchased from GTC which are covered under these TOS.

3.6 Email Limits and Retention : Customer acknowledges GTC limits the maximum number of days email messages are retained by the Service; the maximum number of email messages sent or received by a Customer on the Service, and the maximum size of any email message sent or received by a Customer on the Service. Usernames, passwords and email addresses are GTC's property and GTC may alter or replace them at any time.

3.7 THIRD PARTY SERVICES

Some subscriber data, including contact information, usage levels and signal quality may be made accessible to third-party organizations for account management and billing purposes, to support and troubleshoot individual subscriber accounts and to resolve wider network issues.

4. EQUIPMENT & SOFTWARE

While GTC will provide the CPE (hereafter defined as the router/modem and filters), however Customer must provide all equipment and devices needed to receive the Service, and Customer is responsible for any compatibility issues which may occur. Any equipment other than the CPE is not the responsibility of GTC, furthermore GTC will not provide support for, nor provide maintenance or management of such equipment and devices.

4.1 Installation : Customer may request GTC to provide installation of CPE, however there will be a Professional Installation Charge specified by GTC at the time you enroll in the Service, or upon transfer of Service. If a installation appointment is scheduled and Customer Account Holder, or anyone else that is authorized to permit installation is present at the scheduled time, where no notification is provided to GTC at least 24 hours in advance, Customer agrees to pay a No-Show Charge of \$100. Customer authorizes GTC and its employees to enter Customer's premise in order to install, maintain, inspect, repair, or remove the equipment. If Customer schedules an installation appointment Customer is affirming they have the right to do so , and authorizes us to enter their premises.

Outside Wiring : Almost all Customer's have an unused copper wire pair to their premises. If a new copper wire pair is required the Customer is notified and must, at their expense, have GTC install an additional pair to the premises at Glenwood Telephone Company tariffed rates. After the new pair is installed the Application for the Service is resubmitted for processing. There is no fee for a service call to check or repair the DSL connection to the outside NID ("The Drop").

Inside Wiring : Inside wiring is not required if there is an unused copper wire pair between the location where the CPE equipment (namely the DSL router / modem) is installed, and the Telephone Company NID device. A single copper pair must be installed at the NID to the jack which will be used by the CPE device, unless this is a Public Housing or Low Income Housing Unit. If a new copper wire pair must be installed, the rate for installation is figured at Glenwood Telephone Company labor rates. If the drop has been determined in working condition and a service call is requested the service call rate will be figured at \$60 an hour plus materials.

4.2 System Compatibility : Some Automatic Reporting Systems, such as home security systems, medical alert systems, and door bell answering services, which dial local law enforcement, fire departments, and medical assistance, may cause problems with GTC Services. Customer waives any and all claims against GTC for interference or disruption Services may cause with third party system devices. Professional installation may be required if Customer uses such devices, furthermore if Customer has five or more devices connected to their phone line Professional Installation may also be required due to degradation of DSL signal a NID filter may be required.

4.2.1 Commercial Power : Alternative power sources, such as generators, may cause interference with Service due to the introduction of noise and power fluctuations. No service credits will be issued by GTC for any service interruptions or degradation directly or indirectly caused by Customers use of non-commercial power sources.

4.3 Router / Modem : The DSL installation fee includes initial setup and pre-configuration of

the DSL router / modem. If Customer, Customer's staff, or consultants make any changes to the DSL modem then GTC is not responsible for monitoring the DSL circuit, nor any service outages or problems that may result. GTC does not recommend installation of a Firewall or VPN software in routers that have not been upgraded to handle these features or functions without performance degradation. Customer is responsible for all DSL circuit performance problems that result from installation or VPN software or hardware that are not approved by GTC (See 4.3.1 for a list of approved equipment). A fee of \$20 is charged if GTC must reconfigure the DSL modem, a \$125 per hour fee is charged if modem is not an approved device (Exhibit A).

4.3.1 Approved CPE Equipment : The following is a list of GTC approved CPE equipment, and their replacement cost(s):

- BEC 7402TM (replacement cost - \$90.00)
- BEC 7402GTM (replacement cost - \$100.00)
- BEC 5200W (replacement cost - \$70)
- Siemens 4200 (replacement cost - \$70.00)
- Motorola 2247-62-10NA (replacement cost - \$70.00)
- Billion BiPAC 7402NX (replacement cost - \$399.00)

4.3.2 Upgrades : If a customer who has a modem in good working condition would like to upgrade their modem to another modem listed under Section 4.3.1 the costs for the upgrade will be determined as half the price of a new modem, with the sole exception being the Billion BiPAC 7402NX which will be same cost as the replacement price. In order to obtain upgrade pricing customer must bring the modem in good working condition along with the power cord(s) and ethernet cables.

4.4 CPE Warranties : Any GTC provided CPE equipment will be either a new or fully inspected, tested, or repackaged unit(s). The CPE equipment is provided AS IS WITH NO WARRANTY. We are not the manufacturer of your CPE equipment and we make no warranties regarding the service of your equipment, whether expressed or implied, including any warranties of merchantability, suitability, or fitness for a particular purpose of any type or character. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED.

STATEMENTS REGARDING OR DESCRIPTIONS OF THE SERVICE OR YOUR UNIT, IF ANY, BY GTC, OR OUR EMPLOYEES ARE INFORMATIONAL ONLY AND ARE NOT MADE OR GIVEN AS A WARRANTY OF ANY KIND.

4.5 Wireless Services : Customer may request a wireless DSL modem / router at time of installation at no charge. When a customer elects to use a modem with Wireless built in we will pre-configure the wireless with WPA/WPA2 Security or WEP Security as per customer request. WE DO NOT RECOMMEND USE OF WIRELESS WITHOUT ENCRYPTION SET UP, furthermore if customer opts for no encryption installed GTC will not be held liable in any way for unauthorized use, or malicious activity due to not maintaining proper security measures on Customer's network.

5. SERVICE RATES & CHARGES

Customer agrees not to use the Service provided by GTC in a manner prohibited by federal or state law. Customer is deemed to accept the Service upon receipt of the modem, or first connection to our Services, whichever comes first.

5.1 Credit History : GTC at its sole discretion will verify credit history based on GTC customer payment history to determine Activation Fees and Equipment Fees (collectively known as Installation Charges”), if any. A Bad Credit History with GTC (defined as any balance brought forward from previous month's invoice for past 6 months, or disconnection of any services for non-payment during the last 12 months), or Customers with no credit History with GTC are eligible for Services with the following stipulations :

\$100 Activation Fee due at the time of Application.

\$100 Equipment Fee due at time of Application.

5.2 Initial Payment : Service Activation and Equipment Fees, if any, along with the first month of service is due and payable upon GTC's receipt of the Customer's Application for Services.

5.3 Period Charges :

5.3.1 The fee for the period is due on or before the first day of the current period of service. If payment is not received by the 10th of the month in which payment for the period is due then the amount due for that month shall be the month-to-month price for the service. GTC reserves the right to suspend service if payment is past due on the 20th of the month. If DSL Service is suspended, the total amount due and a reconnection fee of \$100 must be paid before Service is restored, for Dial-up Customers a reconnection fee of \$10 plus the total amount due must be paid before Service is restored.

5.3.2 Customer agrees that (a) time is of the essence; (b) in the event of such failure, you shall pay GTC 5 dollars + interest at the rate of one and a half percent (1.5%) per month (of any portion of thereof), or the maximum rate allowable by law, whichever is less, on any amount not paid when due. If we accept late or partial payments or payments marked “Paid in Full” or similar notations, it will not waive any of our rights hereunder nor will it constitute an accord and satisfaction. We may charge you a returned check fee as required by law for any check returned for insufficient funds. Questions about or objections to any charges must be in writing and must be received by GTC for Customer no later than the payment due date or any objection shall be waived.

5.4 Taxes : Any applicable sales, use, excise, public utility or other taxes, fees or charges imposed by GTC as a result of providing the Service to Customer is added to Customer charges when imposed or required by law. If you are exempt from payment on any such taxes, you may provide GTC with an original Tax Exempt Document (you cannot receive credit for any taxes already paid by you).

5.5 Notices : Written notices to Customer shall be considered given on the date deposited in the U.S. Mail addressed to you at your last known address. Written notice to GTC shall be considered given when received at our address of record. Verbal notices shall be considered given on the date reflected on our billing system.

5.6 Method of Payment : Customer authorizes GTC to charge any amounts payable to the

Customer in connection with Customer's use of the Service on your GTC Residential or Business Local Service bill (including, but not limited to, as applicable, any termination charges, Installation Charges, and No-Show Charges).

6. TERM & TERMINATION

Customer agrees to the specified fixed term set forth in the promotional offer, if any, under which Customer purchased the Service. **Customer further agrees if Customer cancels the Service before the end of such term, Customer is subject to early cancellation fees and/or service fees (collectively "Termination charges") associated with the plan.** Customer may elect having no specified term, thereafter the term will be noted as month-to-month.

6.1 Cancellation : Customer may cancel this agreement subject to the following conditions:

(a) Cancellation must be in writing either by email webmaster@gtconline.com, faxing it to (912) 523-5329, or by U.S. Mail to P.O. BOX 235, Glenwood, GA 30428, thirty calendar days prior to the date requested for disconnection.

(b) If Customer cancels the order for Service the day before, or the day of installation, the Customer will be responsible to pay for the Installation Charges plus a restocking fee of fifteen percent (15%).

6.2 Early Termination Fee : **If a Customer who elected an initial fixed term, terminates the Service prior to the end of the fixed term, or if Customer does not honor any advance notice of the termination requirement, then the Customer will be required to pay GTC an early Termination Fee equal to the remaining payments of the fixed term or \$200, whichever is less.**

6.3 Month-to-month : The Customer may terminate Service to which they subscribe on a month-to-month basis at any time by notifying us as per section 6.1a. Customer remains liable for payment of all outstanding charges for Service(s) used and Equipment purchased prior to termination. Monthly plans are not subject to prorated refunds.

6.4 Prepayment : For dialup accounts if a Customer wishes to prepay for a year they will receive 10% off of the yearly amount, if prepaying for a six month term they will receive 5% off of a six month amount. DSL Service is not subject to a prepayment discount.

6.5 Changes in Service : There is no fee for a Customer to increase their bandwidth to a different rate plan, however the fee for decreasing to a lesser Service is \$100 of the fee in effect at the time the increase is ordered, whichever is lower. Service plan changes will go into effect immediately upon request.

7. ADDITIONAL SUBSCRIBER RESPONSIBILITIES

7.1 Accurate Information : Customer agrees to (a) provide true, accurate, current, and complete information and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If Customer provides GTC any information that is, or we have

reason to believe is untrue, inaccurate, not current, nor complete, GTC may suspend or terminate your access to our Site and refuse any and all current or future use of our Service or any portion thereof.

7.2 Restrictions on Use & Prohibition on Resale : Customer agrees not to use Service(s) provided by GTC to trunk, or facilitate public Internet access (“Hotspots”) or any other public use of the Service.

8. WEBSITE USAGE and OTHER WEB SITES

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because GTC has no control over such sites and resources, you acknowledge and agree that GTC is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that GTC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. Some portions of the Website are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by GTC. GTC assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold GTC harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify GTC from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Website is posted at your own risk. GTC will have no liability arising from use of that information. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Website. Your posting of material on the Website or providing material to GTC to use on the Website, will be deemed to be a grant by you to GTC of a perpetual, non-revocable, worldwide, non-exclusive license to the material to include the material on the Website and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

8.1 A Special Note Concerning Minors : Protecting children's privacy is especially important to us. It is our policy to comply with the Children's Online Privacy Protection Act of 1998 and all other applicable laws. GTC recommends that children ask a parent for permission before sending personal information to GTC, or to anyone else online.

GTC also recommends you supervise and monitor your children's use of the Internet.

8.2 Children's Online Privacy Protection Act : We are committed to complying with the Children's Online Privacy Protection Act. Accordingly, if you are under the age of 13, you are not authorized to provide us with personally identifying information, and we will not use any such information in our database collection activities. We appreciate your cooperation with this federally mandated requirement.

9. VENUE/CHOICE OF LAW

This Agreement , its validity, construction, and performance, shall be governed by applicable federal law, the regulations of the FCC and the laws of the State of Georgia.

10. ASSIGNMENT

Customer may not assign or transfer its rights or obligations under this agreement without the prior written consent of GTC, and any attempted assignment, without such consent, shall be invalid.

11. SEVERABILITY

If any provision of this agreement is held to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this agreement shall remain valid.

12. INDEMNIFICATION

Upon a request by GTC, you agree to defend, indemnify, and hold harmless GTC and its subsidiary and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this site. GTC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with GTC in asserting any available defenses.

13. DISCLAIMER OF WARRANTIES

EXCEPT FOR CERTAIN PRODUCTS AND SERVICE SPECIFICALLY IDENTIFIED AS BEING OFFERED BY GTC, GTC DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICE ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. GTC HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICE, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GTC DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. GTC MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH GTC OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY GTC OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. CUSTOMER ACKNOWLEDGES THAT GTC MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS DSL OR INTERNET SERVICES. GTC DISCLAIMS ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY GTC, ITS EMPLOYEES, DIRECTORS, AGENTS OR OTHER REPRESENTATIVES, SHALL CREATE OR EXPAND ANY REPRESENTATION OR WARRANTY, NOR SHALL CUSTOMER BE ENTITLED TO RELY ON ANY SUCH INFORMATION OR ADVICE.

14. DISCLAIMER OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL GTC, EMPLOYEES, SUBSIDIARIES, ITS LICENSORS OR ANY UNDERLYING SERVICE PROVIDER BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OR INABILITY TO USE THE SERVICE OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF GTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, GTC'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. UNDER NO CIRCUMSTANCES SHALL GTC BE HELD RESPONSIBLE FOR DAMAGES OR LOSS SUFFERED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO SPECIAL, ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, AS A RESULT OF CUSTOMER'S DIRECT OR INDIRECT USE OF SERVICES INCLUDING, BUT NOT LIMITED TO, ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS OF SERVICE. CUSTOMER ACKNOWLEDGES THAT DSL AND OR INTERNET ACCESS SERVICE MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE, AND FOR OTHER REASONS WITHIN AND OUTSIDE OF THE CONTROL OF GTC. UNDER NO CIRCUMSTANCES DO ANY SUCH ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICE NULLIFY OR MODIFY THIS AGREEMENT ENTERED INTO BY GTC AND THE CUSTOMER. GTC RESERVES THE RIGHT TO REFUSE OR TERMINATE SERVICE TO A CUSTOMER AT ANY TIME. THE ACCOUNT HOLDER AGREES

TO INDEMNIFY AND HOLD GTC HARMLESS FROM ANY CLAIMS, INCLUDING ATTORNEY'S FEES, RESULTING FROM THE ACCOUNT HOLDER RECEIVING GTC SERVICES, WHICH CAUSE DIRECT OR INDIRECT DAMAGE TO ANOTHER PARTY.

15. THIRD PARTY BENEFICIARY

YOU AGREE THAT ANY UNDERLYING SERVICE PROVIDER OF GTC'S SERVICE IS A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT AND AS SUCH IS ENTITLED TO ALL THE RIGHTS AND PROTECTIONS AFFORDED BY THIS AGREEMENT TO GTC DESCRIBED HEREIN.

16. MISCELLANEOUS

This Agreement, the Acceptable Use Policy, the Privacy Policy, and GTC's other user policies posted on GTC's website constitute the entire agreement between you and GTC with respect to your use of the Service. GTC may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies, at any time and in any manner. Any revision, amendment, or modification will be effective immediately after GTC posts it at website for the policy. This Agreement is governed by the law of the state in which GTC operates its main office without regard to conflict of law provisions. The federal and state courts located in said state alone have jurisdiction over all disputes arising out of or related to this Agreement and the Service. You consent to the personal jurisdiction of such courts sitting in said state with respect to such matters or otherwise between you and GTC, and waive your rights to removal or consent to removal.

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