



Customer Service Agreement

16 May 2001

By subscribing to digital subscriber line ("DSL") service of Ayersville Telephone Company ("ATC"), I am agreeing to the following terms and conditions. By utilizing the DSL service of ATC, I agree not to use the DSL service of ATC for any purpose which violates U.S., state or local laws. I agree not to use DSL service of ATC to interfere with or disrupt network users, services or equipment.

Such interference or disruption includes, but is not limited to:

1. distribution of unsolicited advertising or spamming;
2. propagation of computer worms or viruses;
3. disruption of service provided to others;
4. Use of the network to make unauthorized entry to other computational, information or communication devices or resources.

ATC provides its DSL service to you, subject to the following Customer Agreement ("Agreement"). This is a legal agreement between you and ATC for the use of the DSL Internet access service and related features (the "Service"). If you do not agree to the terms and conditions in this Agreement, do not register for or use the Service. By using the Service, you signify your agreement with the terms and conditions of this Agreement. If you do not agree to all of the terms and conditions of this Agreement, contact ATC to cancel service immediately.

THE SERVICE: The Service consists of DSL connectivity to the Internet, as well as access or connectivity to any of the online resources which may be provided by ATC or be available from other service providers participating in or connected to ATC's Service, including without limitation, personal web pages available through ATC. Unless explicitly stated otherwise, any new features that enhance the current Service shall be subject to the terms and conditions of this Agreement. Some of the additional services may be provided without charge to users of ATC's Service, but separate charges may be applicable to some of these other services. These charges may appear on your bill from ATC, or they may be billed to you separately by the providers of such services. Some other providers may also have additional registration or eligibility requirements in order to use their services. You acknowledge and agree that ATC is not responsible and shall not be 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 content, goods or services available on or through their respective providers.

SPEED: Due to DSL technology characteristics, the maximum DSL Internet access speed deliverable to you cannot be finally determined until time of installation. In the event the ordered DSL service speed is not deliverable to you, you shall automatically receive and accept the appropriate DSL service which we offer, at the applicable lower rate, unless the ordered service speed is already the lowest then offered by us or we are unable to offer service at any speed, in which case no service shall be provided, and the Service Agreement for DSL access shall be terminated with no liability to Customer or ATC. Speeds are not guaranteed by ATC due to factors that may affect the actual speed delivered, including loop length, condition of facilities, and limitations in network design.

TERM AND TERMINATION: This Agreement for the use of the Service will be in effect from the date your application is accepted by ATC. This Agreement and your use of the Service may be terminated by you by written notice to ATC (via e-mail, fax or U.S. mail). This Agreement and your use of the Service may be terminated by ATC at any time with or without notice to you for any reason, including, without limitation, for lack of use, nonpayment of fees, or if ATC believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Pursuant to the Digital Millennium Copyright Act of 1998, ATC will terminate service to repeat copyright infringement offenders. ATC may also in its sole discretion and at any time discontinue providing the service, or any part thereof, with or without notice to you. The provisions of this customer agreement and all obligations of and restrictions on you and any user of your account with respect to the Service shall survive any termination of this Agreement.

SERVICE RATES; PAYMENT OF FEES; PENALTIES: The rates and charges for the Service shall be as set forth in your Acknowledgment package or otherwise in accordance with ATC's rate schedule as in effect from time to time, a copy of which will be available on-line on the Service or otherwise shall be provided to you upon request. Rates and charges, and other terms and conditions of the Service, are subject to change by ATC from time to time by notice to you provided on the Service or otherwise. ATC's accounting cycle begins on the fifteenth day of each calendar month. You will be invoiced directly by ATC for the previous thirty days' usage of the Service. Charges for accounts that are terminated, either by you or by ATC, are prorated to the date of disconnection. You agree to pay the applicable fees as set forth on your invoice by the due date, and to pay any interest or late fees incurred for late payment of the required fees. In the event you do not pay the fees invoiced to you by the due date, the Service will be inaccessible to you until you pay all fees owed to ATC as well as a reconnection fee. If you return a modem purchased from ATC within 30 days of activation of the Service, a 15% restocking charge will be applied. Returns of modems purchased from ATC after 30 days of activation of the Service is prohibited.

INTERNET SERVICES AND IP ADDRESSES: Providing Internet services (web/mail/news/chat/etc. servers) with ATC DSL service is expressly forbidden. IP assignments are not guaranteed or permanently assigned, and may be changed at the sole discretion of ATC. One private IP address is provided per DSL account. ATC uses IP addresses beginning with 172.16. Addresses beginning with these numbers are for the sole use of ATC. Utilization of these IP addresses by the customer for private (home/office) networks is strictly forbidden.

THE RESPONSIBILITIES OF USER: You agree not to transmit or publish on or over the Service any information, software or other content which violates or infringes upon the rights of others. You agree to comply with all applicable laws, rules and regulations in connection with the Service. You acknowledge and agree that you are aware that certain content, services or locations of the Service or of other parties that may be accessible through the Service may contain material that is unsuitable for minors (persons under 18 years of age) and that ATC does not screen or censor such content with regard to copyright, obscenity, safety, integrity or reliability. You agree to supervise usage of the Service by any minors whom you permit to use the Service.

ACCEPTABLE USE POLICIES: You acknowledge and agree that ATC has certain legal and ethical responsibilities with respect to the provision of the Services. ATC, therefore, strictly prohibits system abuse, which includes, without limitation, the following actions, a) upload, post, email or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; b) harm minors in any way; c) impersonate any person or entity, including, but not limited to, an ATC official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; d) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service; e) upload, post, email or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); f) upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; g) upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose; h) upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; i) disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; j) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; k) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law; l) "stalk" or otherwise harass another; or m) collect or store personal data about other users. ATC may take such action as it deems appropriate against you for violations of these policies, including, without limitation, removing any content that violates this Agreement, terminating this Agreement and your use of the Service, and cooperating with law enforcement officials by providing whatever information may be requested upon presentation by such officials of appropriate authorization from a court having jurisdiction over the subject matter. However, there is no promise or obligation on our part to monitor or police any such activity and ATC will have no liability to any party for any other party's violation of these policies.

LIMITATION OF WARRANTIES AND LIABILITY; DISCLAIMER OF WARRANTIES: YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. NEITHER ATC NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES ATC OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS

CUSTOMER AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER ATC NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF THE OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD ATC RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE (INCLUDING THOSE WITH WHOM ATC MAY CONTRACT TO OPERATE VARIOUS AREAS ON THE SERVICE).

YOUR REMEDIES: Your sole and exclusive remedy for any failure or non-performance of the Service (including any associated software or other materials supplied in connection with the Service) shall be for ATC to use commercially reasonable efforts to repair the Service.

LIMITATION OF LIABILITY: In the event that a court should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this Agreement fail of their essential purpose, you expressly agree that under no circumstances shall ATC's total liability to you or any party claiming by, through or under you for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by you for use of the Service under this Agreement during the twelve-month period preceding the date such claim first arose.

INDEMNIFICATION BY YOU: You shall indemnify and hold harmless ATC and any of its underlying service providers, information providers, licensors, employees or agents from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to your use of the Service, or any act, error, or omission of you or any user of your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or any injury or damage to person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

USE OF MATERIALS, MARKS AND INFORMATION: You retain any copyright, trademark, patent or other intellectual property rights in the material or the products, services, processes or technology created by you and posted or uploaded to the Service. ATC reserves the right to use and/or copy such material in the day-to-day operation of its business. You may use, copy and distribute the materials found on the Service for internal, noncommercial, informational services only. All copies that you make of the material must bear any copyright, trademark or other proprietary notice which pertain to the material being copied. Except as authorized in this paragraph, you are not being granted a license under any copyright, trademark, patent or other intellectual property right in the material or the products, services, processes or technology described therein. All such rights are retained by ATC, its affiliates and/or any third party owner of such rights. The ATC company name and logo and all related product and service names, design marks and slogans are the property of ATC. You are not authorized to use any ATC name or mark in any advertising, publicity or in any other commercial manner without the prior written consent of ATC. Any feedback, data, answers, questions, comments, suggestions, ideas or the like, which you send to ATC will be treated as being non-confidential and nonproprietary. ATC assumes no obligation to protect such information from disclosure and will be free to reproduce,

use, and distribute the information to others without restriction. ATC will also be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing and marketing products and services incorporating such information. ATC may also use your status as a subscriber to the Service for the purpose of marketing to you other ATC products and services.

ENDORSEMENTS: All product and service marks contained on or associated with the Service that are not ATC's marks are the trademarks of their respective owners. References to any names, marks, products or services of third parties or hypertext links to third party sites or information do not necessarily constitute or imply ATC's endorsement, sponsorship or recommendation of the third party, information, product or service.

PERSONAL WEB PAGES: ATC makes personal web pages available as a feature of its ATC DSL Service as set forth in your acknowledgment package. If you subscribe to this feature the following provisions of this Section shall apply (in addition to the other provisions of this Agreement): ATC may provide a listing/link to your personal web page on its service portal or other mechanisms. By subscribing to the personal web page feature, you authorize and grant ATC the right to use your name, web site address and similar information in such listing or directory sites or applications. You may use the complete address (URL) granted to you as part of the personal web page feature (which may have names or marks of ATC embedded therein) so long as you are obtaining the personal web page feature from ATC hereunder, but only for the purpose of identifying the location of your personal web page on ATC's Service. Otherwise, you shall not utilize the name or any marks of ATC or any of its affiliates in any press releases, promotional materials or other commercial manner without the express prior written approval of ATC in each instance. Ownership of all graphics, text or other information or content materials supplied or furnished by you for incorporation into or delivery through your personal web page shall remain with you (or the party which supplied such materials to you). Ownership of any software developed or modified by ATC and all graphics, text or other information or content materials supplied or furnished by ATC for incorporation into your personal web page, shall remain with ATC (or the party which supplied such materials to ATC), and may be used only while you are obtaining the personal web page feature from ATC. The domain name and address (URL) granted to you for use with the personal web page feature shall remain the property of ATC, shall be used by you only so long as you are obtaining the personal web page feature from ATC hereunder, and may be subject to change by ATC or applicable Internet domain name registry or granting authority from time to time. ATC reserves the right to approve subscriber Uniform Resource Locator (URL's) that will be used in conjunction with an ATC registered domain name and personal web page feature. URL's registered using an ATC owned domain name are not transferable by subscribers upon account termination and will be retained by ATC. You acknowledge and agree: (i) that the primary function of ATC's personal web page feature as it relates to your personal web page is to facilitate access by end users to the information provided through your personal web page; (ii) that ATC has no proprietary, financial, or other interest in any of the content or information that may be described in or made available through your personal web page; and (iii) that you are solely responsible for the content, quality, performance, and all other aspects of the information or other content contained in or provided through your personal web page. You represent and warrant that you will own or have the right to use and offer all such information or other content in the manner in which the same will be used, offered or provided in connection with your personal web page prior to posting it on your personal web page. You shall indemnify and hold harmless ATC from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to your personal web page or an end user's use thereof, or any act, error, or omission of yours in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of a copyright, trade

name, trademark, service mark, or other intellectual property; or violation of any applicable law.

GENERAL: ATC shall not be responsible for any delay in delivery or performance of any of its duties hereunder due to acts of God, acts or omissions of any telephone network or any other occurrence commonly known as force majeure. Your right to use the Service is not transferable and is subject to any limits established by ATC. No action, regardless of form, arising out of the Service or this Agreement may be brought by you or any party claiming by, through or under you more than one year after the cause of action has arisen. This Agreement and the Service shall be governed by the laws of the State of Ohio, without regard to its conflicts of laws provisions. By using the Service, you agree that any disputes between you and ATC shall be brought exclusively in the State of Ohio or the United States District Court for the District of Ohio. If any provision or provisions hereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby. This Agreement and any modifications published by ATC over the Service constitute the entire and only agreement between you and ATC with respect to the Service and supersede all other communications and agreements with regard to the subject matter hereof. By posting updated versions of this Agreement on the Service or otherwise providing notice to you, ATC may modify the terms of this Agreement or prices for the Service, and may discontinue or revise any or all other aspects of the Service in its sole discretion and without prior notice. All such changes shall become effective upon posting of the revised Agreement on the Service. The updated, on-line version of this Agreement shall supersede any prior paper copies of this Agreement that may have been included in the Acknowledgment package, any browser software or related materials provided by ATC. You are responsible for and must provide all telephone premise wiring and other equipment, software, and services necessary to access the Service. ATC will cooperate with law enforcement officials in the pursuit of information or access to data when presented with appropriate authorization from a court having jurisdiction over the subject matter. You release and hold ATC harmless for any disclosure of information, including personally identifiable information, e-mail, confidential information or contact information, to such law enforcement officials in response to such subpoenas or court orders. ATC will cooperate with requests for information accompanying subpoenas or similar court orders for disclosure of information in civil cases.

[Wholesale Terms](#)

Questions? Comments? Feel Free to [Email](#) or Call: 395-2222