



## Internet Terms & Policies

# Internet Terms & Conditions

### TERMS OF SERVICE FOR INTERNET SERVICE

THESE TERMS OF SERVICE CONTAIN IMPORTANT INFORMATION REGARDING YOUR USE OF INTERNET SERVICE PROVIDED BY BRETTON WOODS TELEPHONE COMPANY, INC. (BWTC) AND ITS OPERATING AFFILIATES (“WE”, “US” OR “BWTC”). THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT THAT DESCRIBES THE TERMS AND CONDITIONS PURSUANT TO WHICH BWTC WILL PROVIDE ITS CUSTOMERS (“YOU” OR “CUSTOMER”) WITH THE SERVICE AND ANY RELATED SOFTWARE AND EQUIPMENT.

#### *PLEASE READ THEM CAREFULLY*

These Terms of Service include the Service plan applicable to the Service, as well as BWTC’s Acceptable Use Policy (“AUP”) and Privacy Policy, all of which may be updated from time-to-time by BWTC (collectively, “Agreement”). This Agreement is entered into between you and BWTC and applies to all Internet services and related data transport services provided to you directly by BWTC or indirectly through resale or agent arrangements that BWTC has made with third parties. The “Service” is defined collectively hereunder to include, but is not limited to, broadband DSL, high-speed Internet, fiber Internet, and data services that are provided over a wireless data network and other products and services provided to you under the Service plan applicable to your Service. The Service also includes (i) any software provided to you for use in connection with the Service which is owned by BWTC or its third party licensors, providers and suppliers (“Software”); (ii) any equipment provided to you by BWTC or its third party providers or suppliers, including without limitation modems, gateways, routers and other equipment (“Equipment”); (iii) any content provided by BWTC or its third party licensors or suppliers that is accessible on the Service, including without limitation images, photographs, animations, video, audio, music, and text in any format (“Content”); and (iv) any subscription services, technical support services, email, domain name server (DNS) and other ancillary services provided to you by BWTC or its providers or suppliers including, without limitation, the ancillary services set forth on Attachment A hereto. The Service does not include voice telephony or video services.

These Terms of Service, BWTC’s AUP and Privacy Policy, and other policies applicable to the Service are posted online at [www.bwtc.net](http://www.bwtc.net) (“Website”). Your acceptance of the Service indicates your agreement to comply with these Terms of Service, the specific terms of your Service plan (including the plan’s duration and any applicable early termination fees), the AUP and Privacy Policy, and all other policies that relate to your use of the Service. You agree with and are deemed to have accepted this Agreement upon the earlier of: (a) submission of your

order; (b) your accepting the Terms of Service electronically; (c) your use of the Service; or (d) retention of any Equipment BWTC provides beyond thirty (30) days following delivery.

#### 1. TERM OF AGREEMENT.

The term of this Agreement will either be month-to-month or for a specified yearly term (depending on the Service plan you select) (the “Term”). If no Term is selected, then the Term shall be one year. The Term begins when you accept this Agreement and ends when either you or BWTC terminates this Agreement as permitted herein. If you change Service plans, your Term and monthly rate may change (depending on the plan you select), but all other provisions of this Agreement will remain in effect unless otherwise noted.

#### 2. MODIFICATIONS TO THIS AGREEMENT.

From time to time BWTC will make modifications to this Agreement and the policies relating to the Service. You will be provided notice of such modifications by: a) posting modifications to the Website; and/or b) sending an email to your primary email address on file. By entering into this Agreement, you agree to visit BWTC’s website periodically to review any such modifications. Increases to the monthly price of the Service shall be effective thirty (30) days after notice is provided. Modifications to any other terms and conditions of Service shall be effective on the date noted in the posting and/or email. By continuing to use the Service after modifications are effective, you accept and agree to abide by all modifications that have been made.

#### 3. AUTHORIZED USER, ACCOUNT USE, AND RESPONSIBILITIES.

3.1 Acknowledgement of Authority. You acknowledge that you are eighteen (18) years of age or older and that you have the legal authority to enter into this Agreement. You agree promptly to notify BWTC whenever your personal or billing information changes.

3.2 Responsibility for Use. You are responsible for all use of your Service and account, whether by you or someone using your account with or without your permission, including all secondary or sub-accounts associated with your primary account, and to pay for all activity associated with your account. You agree to comply with all applicable laws, regulations and rules regarding your use of the Service and to only use the Service at the registered installation location.

3.3 Restrictions on Use. The Service is a consumer grade service and is not designed for or intended to be used for any commercial purpose. You may not resell the Service, use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial). You also may not exceed the bandwidth usage limitations that we may establish from time to time for the Service. Violation of this section may result in bandwidth restrictions on your Service or suspension or termination of your Service.

#### 4. PRIVACY POLICY.

Personal information you provide to BWTC is governed by BWTC’s Privacy Policy, which is posted on the Website and is subject to change from time to time.

## 5. AVAILABILITY OF AND CHANGES TO SERVICE.

5.1 Service and Bandwidth Availability and Speed. The Service you select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed, and some locations may not qualify for the Service even if initial testing showed that your line was qualified. We will provision Service using the maximum bandwidth rate available to your location based on our standard qualification procedures unless you have selected a level of service with a lower maximum rate. Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available to each device connected to the network will vary depending upon the number, type and configuration of devices using the Service and the type of use (e.g., streaming media), among other factors. The speed of the Service will vary and the actual data transfer or “throughput” may be lower than your modem sync-rate based on many factors including, but not limited to, network or Internet congestion, the distance and quality of the inside wire used to extend from the network internet device (NID) to the jack location where your modem is based, the quality and distance of the Local Area Network (LAN) wired connection from the modem to your device, your device’s processing power or other limitations or configurations, the number of devices or data streams simultaneously using the connection, and spectral interference, if you are connecting to a modem using a wireless network. BWTC and BWTC’s suppliers reserve the right, at any time, with or without prior notice to you, to restrict or suspend the Service to perform maintenance activities and to maintain session control. The Company may periodically perform broadband speed and latency testing to ensure service quality and comply with Federal Communications Commission requirements, including those described at <https://www.fcc.gov/performance-testing-carriers-receiving-high-cost-universal-service-fund-support>. For Customers that subscribe to the lease modem or gateway program, troubleshooting and related support is limited to diagnosing the cause or suspected cause of any modem or gateway performance issues and excludes any troubleshooting and support of your computer or other device and any wiring (whether or not directly or indirectly related to the modem or gateway). Any available technical support beyond diagnosing the cause or suspected cause is a chargeable service. In order to properly troubleshoot a modem or gateway performance issue, BWTC may require that you replace the current wiring to ensure proper compliance with the modem or gateway specifications or industry standard guidelines for optimum performance as part of the troubleshooting process and prior to any repair or replacement of a modem or wireless gateway.

5.2 Changes to Service or Features. We reserve the right to change any of the features, Content or applications of the Service at any time with or without notice to you. This includes the portal services we may make available as part of the Service or for an additional charge.

5.3 Force Majeure. If the performance of any obligation of BWTC or its suppliers or providers hereunder is interfered with by reason of any circumstance beyond our reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, cable cuts, power surges or interruptions or failures of electrical service, changes in laws or regulations or other actions of governmental authorities, or the act or omission of any third party, we shall be excused from such performance to the extent of such interference, provided that BWTC shall use

reasonable commercial efforts under the circumstances to avoid or remove such causes of nonperformance.

## 6. SOFTWARE LICENSES AND THIRD PARTY SERVICES.

6.1 We may provide you, for a fee or at no charge, Software for use in connection with the Service. We reserve the right periodically to update, upgrade or modify the Software remotely or otherwise and to make related changes to the settings and software on your computer, tablet or other device or your Equipment, and you agree to permit such changes and access to your device and Equipment. You may use the Software only in connection with the Service and for no other purpose.

6.2 Certain Software may be accompanied by an end user license agreement (“EULA”) from BWTC or a third party. Your use of the Software is governed by the terms of that EULA and by this Agreement, where applicable. You may not install or use any Software that is accompanied by or includes a EULA unless you first agree to the terms of the EULA. Violation of the terms or conditions of the EULA may, in our discretion, result in the termination of your Service.

6.3 For Software not accompanied by a EULA, you are hereby granted a revocable, non-exclusive, non-transferable license by BWTC or its applicable third party licensor(s) to use the Software (and any modifications, updates and upgrades thereto). You may not make any copies of the Software. You agree that the Software is confidential information of BWTC or its third party licensors and that you will not disclose or use the Software except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by BWTC or its third party licensors. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that BWTC or its third party licensors continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any modifications, updates and upgrades to it. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

6.4. Your license to use the Software or any ancillary subscription services will remain in effect until terminated by BWTC or its third party licensors, or until your Service is terminated. Upon termination of your Service, you must cease all use of and immediately delete the Software from your computer or other device.

## 7. PRICING, CHANGES TO SERVICE PLANS AND PAYMENT.

7.1 Prices and Fees; Billing. You agree to pay the monthly fees applicable to your Service, and to pay: (a) applicable taxes, (b) surcharges, (c) recovery fees, (d) telephone charges, (e) activation fees, (f) installation fees, (g) set-up fees, (h) Equipment charges, (i) lease charges, (j) ETFs, and (k) other recurring and nonrecurring charges. The taxes, fees and other charges detailed in (a)–(d) above may vary on a monthly basis. Surcharges and recovery fees are not taxes and are not required by law but are set by us and may change. You also agree to pay any

additional charges or fees applied to your account, including interest and charges due to insufficient credit or insufficient funds. Non-recurring charges such as set up, activation and installation fees and Equipment charges will be included in your first bill. Monthly Service recurring charges will be billed in arrears. Promotional rates may reflect a fixed discount on the monthly base rate for the service and base rates may be subject to change during the Term. Customer shall be liable for the undepreciated list price for any unreturned Equipment. For Customers participating in a lease program, BWTC will repair or replace any damaged leased Equipment (e.g., Internet modem or wireless gateway) at no cost to you; however, BWTC does reserve the right to charge you for the undepreciated list price of the Equipment, not repair the Equipment, or terminate the Service for damaged Equipment that is caused, in BWTC's sole discretion, by the intentional or repeated careless or negligent acts or omissions of you or a third party. All lease charges for any Equipment are per month, per device. Any Equipment received may be new, repaired, or refurbished. You must subscribe to the Service to participate in the lease modem program. Shipping charges will be incurred by you for the mailing of damaged Equipment, Equipment needing repair, or when returning Equipment, unless BWTC provides you with a pre-paid shipping label. If installation of Equipment is completed by BWTC, an installation charge will also apply to you, unless otherwise agreed to by BWTC or waived as part of a promotion or plan. Based on your election and subject to our approval, BWTC or its agent will bill you directly, or bill your charge card or local BWTC telephone bill (where available). IF YOU ELECT TO BE BILLED ON YOUR BWTC PHONE BILL, BY USING THE SERVICES YOU AGREE TO HAVE ALL SERVICE CHARGES INCLUDED ON YOUR PHONE BILL. Billing for Service will automatically begin on the date provisioning of your Service is complete ("Service Ready Date"). We may, at our election, waive any fees or charges. If you wish to cancel your Service, you may do so by calling BWTC at 1-603-278-9911. Upon cancellation of Service, the customer must return any leased BWTC modem or wireless gateway within 10 business days to avoid additional charges for the Equipment.

7.2 Discontinuation of Service for Nonpayment. We may discontinue Service without notice if you fail to make payment when due for either telephone or Internet Service charges, or if your payment method (i.e., personal check, credit or debit card) is refused for any reason.

7.3 Late Fees. If any portion of your bill is not paid by the due date, we may charge you a late fee on unpaid balances and may also terminate or suspend your Service without notice. If your charges are billed by BWTC, the late fee will be equal to the late payment charge that the local exchange carrier applies. If we use a collection agency or legal action to recover monies due, you agree to reimburse us for all expenses we incur to recover such monies, including attorneys' fees.

7.4 Deposits. We may require that you provide us with a refundable deposit ("Customer Deposit") prior to the provision of Service(s). We may also require an additional deposit after activation of the Service if you fail to pay any amounts when due. If you fail to pay for the Service when due, we may use the deposit to satisfy amounts due without giving you notice.

## 8. TERMINATION OR SUSPENSION OF SERVICE.

### 8.1 Termination of Service.

8.1.1 Month-to-Month Accounts. If you are on a month-to-month Term Plan, either you or BWTC may terminate this Agreement at any time by giving notice to the other as set forth in this

Agreement. Termination will be effective upon your notice to BWTC. Activation or set-up fees paid at the initiation of your Service, if any, are not refundable

8.1.2 Term Plans; Early Termination Fee. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, IF YOUR SERVICE IS TERMINATED BY YOU OR BY BWTC BEFORE COMPLETING YOUR TERM PLAN, THEN YOU AGREE TO PAY US THE EARLY TERMINATION FEE AS SET FORTH IN THE PRICING PLAN YOU HAVE CHOSEN. If you terminate Service at your location, your existing Term Plan cannot be carried over to a new Service location.

8.1.3 Termination and/or Suspension by BWTC. BWTC reserves the right to change, limit, terminate, modify or temporarily or permanently cease providing the Service or any part of it with or without prior notice in accordance with this Agreement or if you violate any terms of this Agreement. If BWTC terminates your Service under this Paragraph 8.1.3, you must immediately stop using the Service and you will be responsible for the applicable fees and/or Equipment charges set forth in Sections 7 and 8. If your Service is reconnected, a reconnection fee may apply.

8.2 Deletion of Data upon Termination. YOU AGREE THAT IF YOUR SERVICE IS TERMINATED FOR ANY REASON, WE HAVE THE RIGHT TO IMMEDIATELY DELETE ALL DATA, FILES AND OTHER INFORMATION (INCLUDING EMAILS, ADDRESS BOOK AND WEB STORAGE CONTENT) STORED IN OR FOR YOUR ACCOUNT WITHOUT FURTHER NOTICE TO YOU.

8.3 Return of Equipment upon Termination. If your Service is terminated for any reason and you received Equipment at no charge from BWTC or it is leased, you must return the Equipment to BWTC or you will be charged for the Equipment within 10 business days following termination.

## 9. MANAGEMENT OF YOUR DATA AND COMPUTER.

9.1 Your Responsibilities Regarding Management of Your Computer and Data. You acknowledge that the installation, inspection, maintenance, repair, and/or removal of Equipment and Software could result in service outages or potential damage to your device, computer network and/or the contents thereof. ACCORDINGLY, you agree that you are solely responsible for obtaining, maintaining and updating all Equipment and Software necessary to use the Service, and for management of your information, including but not limited to back-up and restoration of your data. YOU AGREE THAT BWTC IS NOT RESPONSIBLE FOR THE LOSS OF YOUR DATA OR FOR THE BACK-UP OR RESTORATION OF YOUR DATA REGARDLESS OF WHETHER THIS DATA IS HOSTED OR MAINTAINED ON OUR SERVERS, A THIRD-PARTY'S SERVERS OR YOUR DEVICE(S). YOU SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON BWTC'S OR ANY THIRD PARTY'S SERVERS.

9.2 Content and Data Management by BWTC: We reserve the right to: (a) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple BWTC servers for back-up and maintenance purposes; and (b) block or remove any unlawful content you store on or transmit to or from any BWTC server. We do not guarantee the protection of your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access.

9.3 Your Responsibilities Regarding Security. Unless otherwise prohibited by law, you agree that you are solely responsible for maintaining the security of your computer or other device and the security of your data, including without limitation, encryption of data and protection of your User ID, password and personal and other data. WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE AND FIREWALL SOFTWARE. IT IS ALSO YOUR RESPONSIBILITY TO SECURE YOUR NETWORK.

9.4 Monitoring of Network Performance by BWTC. We automatically measure and monitor network performance and the performance of your Internet connection and our network. We also will access and record information about your computer or other device and your Equipment's profile and settings and the installation of Software we provide. You agree to permit us to access your computer or other device and your Equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Service. You also consent to our monitoring of your Internet connection and network performance, and to our accessing and adjusting your device's settings, as they relate to the Service, Equipment, Software, or other services, which we may offer from time to time. We do not share information collected for the purpose of network performance monitoring or for providing customized technical support outside of BWTC or its authorized vendors, contractors and agents.

## 10. LIMITATIONS ON USE OF THE SERVICE.

10.1 You acknowledge and agree that BWTC (a) is not responsible for invalid destinations, transmission errors, or the corruption of your data; and (b) does not guarantee your ability to access all websites, servers or other facilities or that the Service is secure or will meet your needs.

10.2 You acknowledge that the Service will allow access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. You agree that the supervision of use of the Service by children is your responsibility and that we are not responsible for access by you or any other users to objectionable or offensive content. WE STRONGLY RECOMMEND THE USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE.

10.3 You understand and agree that if you type a nonexistent or unavailable Uniform Resource Locator (URL), or enter a search term into your browser address bar, BWTC may present you with an advanced web search page ("AWS Page") containing suggested links based upon the query you entered in lieu of your receiving an NXDOMAIN or similar error message. BWTC's provision of the AWS Page may impact applications that rely on an NXDOMAIN or similar error message and may override similar browser-based search results pages.

10.4 You are not authorized to use any BWTC name or mark as a hypertext link to any BWTC web site or in any advertising, publicity or in any other commercial manner without the prior written consent of BWTC.

10.5 You agree that BWTC assumes no responsibility for the accuracy, integrity, quality completeness, usefulness or value of any Content, advice or opinions contained in any emails, message boards, chat rooms or community services, or in any other public services or social networks, and that BWTC does not endorse any advice or opinion contained therein, whether or

not BWTC provides such service(s). BWTC does not monitor or control such services, although we reserve the right to do so.

10.6 You represent that when you transmit, upload, post or submit any Content, images or data using the Service you have the legal right to do so and that your use of such data or content does not violate the copyright or trademark laws or any other third party rights. In accordance with the Digital Millennium Copyright Act of 1998 (DMCA) and other applicable law, it is the policy of BWTC, in appropriate circumstances and in our sole judgment, to terminate Service provided to any Customer who infringes third party intellectual property rights, including repeat infringers. Our Copyright Infringement policy is posted on the Website.

10.7 Websites linked to or from the Service are not reviewed, controlled, or examined by BWTC and you acknowledge and agree that we are not responsible for any losses you incur or claims you may have against the owner of third party websites. The inclusion of any linked websites or content from the Service, including websites or content advertised on the Service, does not imply endorsement of them by BWTC.

## 11. WARRANTIES AND LIMITATION OF LIABILITY.

11.1 YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE SUPPLIED HEREUNDER IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS, WITH ALL FAULTS. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT AND AS OTHERWISE SPECIFICALLY SET FORTH IN ANY MANUFACTURER WARRANTY FOR ANY EQUIPMENT PROVIDED BY BWTC (BUT ONLY IF SUCH WARRANTY IS INCLUDED WITH SUCH EQUIPMENT). BWTC (AND THEIR OFFICERS, EMPLOYEES, PARENT, SUBSIDIARIES, AND AFFILIATES) AND THEIR THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. ALSO, THERE IS NO WARRANTY OF WORKMANLIKE EFFORT OR LACK OF NEGLIGENCE. NO ADVICE OR INFORMATION GIVEN BY BWTC OR THEIR REPRESENTATIVES SHALL CREATE A WARRANTY WITH RESPECT TO ADVICE PROVIDED.

11.2 BWTC DOES NOT WARRANT OR GUARANTEE THAT SERVICE CAN BE PROVISIONED TO YOUR LOCATION, OR THAT PROVISIONING WILL OCCUR ACCORDING TO A SPECIFIED SCHEDULE, EVEN IF WE HAVE ACCEPTED YOUR ORDER FOR SERVICE. THE PROVISIONING OF SERVICE IS SUBJECT TO NETWORK AVAILABILITY, CIRCUIT AVAILABILITY, LOOP LENGTH, THE CONDITION OF YOUR TELEPHONE LINE AND WIRING INSIDE YOUR LOCATION, AND YOUR COMPUTER/DEVICE CONFIGURATION AND CAPABILITIES, AMONG OTHER FACTORS. IN THE EVENT YOUR LINE IS NOT PROVISIONED FOR ANY REASON, NEITHER YOU NOR BWTC SHALL HAVE ANY DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN YOUR OBLIGATION TO RETURN ANY BWTC-PROVIDED EQUIPMENT).

11.3 BWTC DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY BWTC WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. BWTC SHALL NOT BE LIABLE FOR LOSS OF YOUR DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF YOUR EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE.

11.4 IN NO EVENT SHALL BWTC OR BWTC'S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

11.5 THE LIABILITY OF BWTC, OR (SUBJECT TO ANY DIFFERENT LIMITATIONS OF LIABILITY IN THIRD PARTY END USER LICENSE OR OTHER AGREEMENTS) THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS, FOR ALL CATEGORIES OF DAMAGES SHALL NOT EXCEED A PRO RATA CREDIT FOR THE MONTHLY FEES (EXCLUDING ALL NONRECURRING CHARGES, REGULATORY FEES, SURCHARGES, FEES AND TAXES) YOU HAVE PAID TO BWTC FOR THE SERVICE DURING THE SIX (6) MONTH PERIOD PRIOR TO WHEN SUCH CLAIM AROSE, WHICH SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY REGARDLESS OF THE TYPE OF CLAIM OR NATURE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULL EXTENT PERMITTED BY LAW, AND ARE NOT INTENDED TO ASSERT ANY LIMITATIONS OR DEFENSES WHICH ARE PROHIBITED BY LAW.

11.6 ALL LIMITATIONS AND DISCLAIMERS STATED IN THIS SECTION 11 ALSO APPLY TO BWTC'S THIRD PARTY LICENSORS, PROVIDERS AND SUPPLIERS, AS THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

11.7 THE REMEDIES EXPRESSLY SET FORTH IN THIS AGREEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. YOU MAY HAVE ADDITIONAL RIGHTS UNDER CERTAIN LAWS (SUCH AS CONSUMER LAWS), WHICH DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, OUR EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

## 12. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless BWTC from and against all liabilities, costs and expenses, including reasonable attorneys' and experts' fees, related to or arising from your use of the Service (or the use of your Service by anyone else), (a) in violation of applicable laws,

regulations or this Agreement; (b) to access the Internet or to transmit or post any message, information, software, images or other materials via the Internet; (c) in any manner that harms any person or results in the personal injury or death of any person or in damage to or loss of any tangible or intangible (including data) property; or (d) claims for infringement of any intellectual property rights arising from or in connection with use of the Service.

### 13. NOTICES.

Notices by you to BWTC required under this Agreement must be provided at the following address and shall be deemed given upon receipt by BWTC:

Bretton Woods Telephone Company, Inc.  
171 Mt. Washington Hotel Rd.  
Bretton Woods, NH 03575

If you send us an email, you agree that the User ID and/or alias contained in the email is legally sufficient to verify you as the sender and the authenticity of the communication. Email communications to BWTC, however, do not constitute “notice” as contemplated by this Section 13.

Notices by BWTC to you (including notice of modifications to this Agreement under Section 2) shall be deemed given when: (a) transmitted to your primary email address on file; (b) mailed via the US mail, overnight courier or hand-delivered to your address on file; or (c) when posted to the Website.

### 14. GENERAL PROVISIONS.

14.1 All obligations of the parties under this Agreement, which, by their nature, would continue beyond the termination of this Agreement, including without limitation, those relating to Limitation of Liability and Indemnification, shall survive such termination.

14.2 BWTC will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes, work slow-downs or other labor-related activity, or an inability to obtain necessary equipment or services.

14.3 You may not assign or otherwise transfer this Agreement, or your rights or obligations under it, in whole or in part, to any other person. Any attempt to do so shall be void. We may freely assign all or any part of this Agreement with or without notice and you agree to make all subsequent payments as directed.

14.4 This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state of New Hampshire, without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Each party hereby irrevocably consents to non-exclusive personal jurisdiction and venue in the state and federal courts located in the state in which the Service is provided to you with respect to any claim arising out of or related to this Agreement.

14.5 In any action or proceeding arising in connection with this Agreement, to the fullest extent allowed by law, the parties agree to knowingly, voluntarily, and intentionally waive their right to

a jury trial and any right to pursue any claim related to this Agreement on a class or consolidated basis or in a representative capacity, to the extent permitted by law.

14.6 Except as otherwise required by law, any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

14.7 Use, duplication or disclosure by any Government entity is subject to restrictions set forth, as applicable, in subparagraphs (a) through (d) of the Commercial Computer-Restricted Rights clause at FAR 52.227-19, FAR 12.212, DFARS 227.7202, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor/manufacturer is BWTC or its licensors and suppliers. The use of Software and documentation is further restricted in accordance with the terms of this Agreement.

14.8 BWTC's failure at any time to insist upon strict compliance with any of the provisions of this Agreement shall not be construed to be a waiver of such terms in the future. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.

14.9 This Agreement, including all policies referred to herein and posted on the Website, constitutes the entire agreement between you and BWTC with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. No changes by you to this Agreement shall be effective unless agreed to in a writing signed by an authorized representative of BWTC. References to "BWTC," "we" and "us" and to "you" and "Customer" include our respective subsidiaries, affiliates, agents, employees, predecessors-in-interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of the Service under this Agreement or prior agreements between us or our predecessors-in-interest.

## Attachment A

### TERMS OF SERVICE FOR ANCILLARY INTERNET SERVICES

THESE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION REGARDING YOUR USE OF BWTC'S ANCILLARY INTERNET SERVICES.

*PLEASE READ THEM CAREFULLY*

If you subscribe to any of the following services, the terms of service below apply to your use of the service(s) in addition to the terms of the Terms of Service for Internet Service.

#### 1. EMAIL AND EMAIL MESSAGING SERVICE.

1.1 Email Service. Use of BWTC email service is subject to BWTC's email and anti-spam policies, which include important information about limitations on use of the email service such as the storage capacity and deletion of stored messages. More information is available at on the Website and these email policies are incorporated herein by reference.

1.2 Email Security. BWTC reserves the right in our sole discretion to provide the level of security we deem appropriate to safeguard our network and customers, and other Internet users,

against Internet threats or abuses, including viruses, spam and phishing threats. These security measures may include, but are not limited to, the use of firewalls and blocklists to block potentially harmful or abusive emails or attachments, anti-spam filters, anti-virus and anti-spyware software, and blocking selected ports. Such activities may result in the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account. Such activities may result in the blocking, filtering or non-delivery of legitimate and non-legitimate email sent to or from your email account. By using any BWTC-provided email service, you agree that delivery and receipt of email is not guaranteed and to BWTC's use of such Internet and email security measures we in our sole discretion deem appropriate.

1.3 Email Aliases. BWTC will issue email aliases (alternate email addresses) based upon availability. You will surrender your alias by changing it or if your account is terminated for any reason and we will not forward emails addressed to that alias. If your Service is reinstated we cannot guarantee your alias will still be available to you.