

FTC-I.Net

TERMS AND CONDITIONS

ACCEPTABLE USE POLICY:

I. INTRODUCTION

FTC's Acceptable Use Policy is intended to help enhance the use of the Internet by preventing unacceptable use. All users of FTC's Internet services (the "Services") - those who access some of our Services but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Services ("Subscribers") - must comply with this Policy. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary web sites. In accordance with our Internet Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this Acceptable Use Policy (AUP). FTC may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this Policy may result in the suspension or termination of either your access to the Services and/or your FTC account or other actions as detailed in Section 3. This Policy should be read in conjunction with our Internet Service Agreement and other policies.

2. VIOLATIONS OF FTC'S ACCEPTABLE USE POLICY

The following constitute violations of this Policy:

a. Illegal use. Using FTC-I.Net Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder. Customer agrees to use the service in a manner consistent with any and all applicable laws.

b. Harm to Minors. Using FTC-I.Net Services to harm, or attempt to harm, minors in any way.

c. Threats. Using FTC-I.Net Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.

d. Harassment. Using FTC-I.Net Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.

e. Fraudulent Activity. Using FTC-I.Net Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as but not limited to "pyramid schemes," "Ponzi schemes," and "chain letters."

f. Forgery or Impersonation. Adding, removing or modifying identifying network header information in any effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is allowed.

g. Unsolicited Commercial E-mail/Unsolicited Bulk E-mail. Using FTC-I.Net Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited. Use of FTC-I.Net for any unsolicited advertising is prohibited. FTC reserves the right to notify all customers via e-mail relative to service

enhancements and service interruptions for maintenance purposes.

h. Unauthorized Access. Using FTC-I.Net Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of FTC's information or property.

i. Copyright or Trademark Infringement. Using FTC-I.Net Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. FTC is registered under the Digital Millennium Copyright Act of 1998.

j. Collection of Personal Data. Using FTC-I.Net Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

k. Reselling the Services. Reselling FTC-I.Net Services without FTC's authorization.

l. Network Disruptions and Unfriendly Activity. Using FTC-I.Net Services for any activity which has adversely affected or may adversely affect the ability of other people or systems to use FTC Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Subscriber's responsibility to ensure that their network is configured in a secure manner. A Subscriber may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Subscriber may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

m. Multiple Logins. Unauthorized multiple logins are prohibited.

n. Exceeding Web Site Size and Traffic Limitations. All FTC-I.Net Subscribers receive free web space for use with their FTC Internet access account. The site may become unavailable at FTC's discretion if the used space is excessive or being abused. Unavailability includes but may not be limited to the inability to access the site publicly or to publish to or modify the site's contents via certain Web creation tools.

o. Mailbox Size and E-mail Left on Server. FTC may delete any message that is more than 30 days old. If your space usage is excessive you may be contacted by FTC to reduce your usage. You should be able to avoid any lost e-mail due to this by removing e-mail from the server and checking your e-mail frequently for excessive accumulation.

p. Password. A safe and secure password is required.

q. Harmful Activity. Any activity deemed harmful by FTC.

3. REPORTING VIOLATIONS OF FTC'S AUP FTC requests that anyone who believes there is a violation of any portion of this Policy direct the information to Abuse Department, at: abuse@FTC-I.Net. If available, please provide the following information:

The IP address used to commit the alleged violation

- The date and time of the alleged violation including the time zone or offset from UTC
- Evidence of the alleged violation

Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

FTC may take any one or more of the following actions in response to complaints:

- issue warnings: written or verbal
- suspend the Subscriber's account
- terminate the Subscriber's account
- bill the Subscriber for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

4. REVISIONS TO THIS ACCEPTABLE USE POLICY FTC reserves the right to revise, amend, or modify this Policy, our Internet Service Agreement, and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service Agreement.

INTERNET SERVICE AGREEMENT:

Read This Internet Service Agreement Carefully Before Using Our Internet Services.

I. INTRODUCTION

Farmers Telephone Cooperative, Inc. (FTC) provides its Internet services, as they may exist from time to time, to users who pay a monthly service fee to subscribe to the services ("Subscribers") as well as to those who access some of our services but do not have accounts ("Visitors"). By establishing an account or using the services, you agree to be bound by this Agreement and to use the services in compliance with this Agreement, our Acceptable Use Policy and other policies. If you do not agree to the terms and conditions of this Agreement, including any future revisions, you may not use the services and if you are a current Subscriber, you must terminate your use of the services under Section 9.

2. SUBSCRIPTION REQUIREMENTS.

Subscribers must be at least 18 years old. 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. FTC is not responsible for any long-distance, toll or other telecommunications charges you incur. Toll-free (800 #) and international costs are extra. FTC reserves the right to change prices and institute new fees at any time upon 30 days prior notice.

3. PAYMENT OBLIGATIONS OF A SUBSCRIBER.

(a) Subscribers must *(i)* provide FTC with accurate and complete billing information, including legal name, address, telephone number, and credit card/billing information, and *(ii)* report to FTC all changes to this information within thirty (30) days of the change. Subscribers are responsible for any charges to their account and recognize that there is a 30 day minimum subscription period. Service Connection fees are non-refundable. **(b)** All invoices are due upon receipt and payable within ten (10) days unless other arrangements have been made. Subscribers having questions regarding charges to an account should contact FTC's Customer Service Department at 888-218-5050. All charges are considered valid unless disputed in writing within sixty (60) days of the billing date. Adjustments will not be made for charges that are more than 60 days old. **(c)**

Charges are billed to Subscribers' credit cards or debit cards, as applicable, each month for the basic service and any additional usage or services. FTC is not responsible for any charges or expenses (e.g. for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by FTC. **(d)** If paying by check, payments are due within 30 days after the month in which the charges are incurred. **(e)** If you pay for services through a prepayment plan, automatic billing described above shall only apply to the charges not paid for through the prepayment plan. **(f)** If you purchase services through a reseller who in turn pays FTC, the reseller must pay all amounts owing for your account. If the reseller fails to pay FTC any amounts due whether or not you have paid the reseller, your account will be subject to suspension or cancellation until you or the reseller has paid all amounts due. **(g)** Delinquent accounts may be suspended or canceled at FTC's sole discretion; however, charges will continue to accrue until the account is canceled. FTC may bill an additional charge to reinstate a suspended account.

4. SUBSCRIBER'S ACCOUNT, PASSWORD, AND SECURITY.

Upon registration, Subscribers receive a username, password, and account designation. You and members of your household or business, if you have purchased a business account, are the only authorized users of your FTC account and must comply with this Agreement. You must keep your password confidential so that no one else may access the services through your account. You must notify FTC immediately upon discovering that your password has been lost, stolen, or otherwise compromised. FTC may change its dial-up access numbers at any time. FTC reserves the right to direct Subscribers to use certain numbers to access the service or to restrict use of specific access numbers. Usernames, passwords and email addresses are FTC's property and FTC may alter or replace them at any time. The benefits or rights conferred are non-transferable. Use of FTC-I.Net is expressly limited to Customer and Customer's immediate family or direct employees. Account sharing is strictly prohibited and shall be cause for immediate termination of service.

5. MONITORING THE SERVICES.

FTC has no obligation to monitor the services, but may do so and disclose information regarding use of the services for any reason if FTC, in its sole discretion, believes it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the services properly; or protect itself and its Subscribers. FTC may immediately remove your material or information from FTC's servers, in whole or in part, which FTC, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

6. WEB SITE USAGE.

Our site on the World Wide Web with its home pages in the domain FTC-I.NET or any other site operated by FTC (the "Web Site") is a complimentary information service offered by FTC at no charge to users. We may provide links on the Web site to other Web sites which are not under our control. In general, any Web site which has an address (or URL) which does not contain ftc-i.net is such a Web site. These links are provided for convenience only and are not intended as an endorsement by FTC of the organization or individual operating the Web site or a warranty of any type regarding the Web site or the information on the Web site. You may provide a hypertext link to our Web site on another Web site, provided that: **(a)** the link must be clearly marked "FTC", **(b)** the link must "point" to the URL <http://www.ftc-i.net>, or www.ftc-i.net and not to any other pages within the Web site, **(c)** the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademark(s), **(d)** the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by FTC, **(e)** the link, when activated by a user, must display this Web site full-screen and not within a "frame" on the linked Web site, and **(f)** FTC may, in its sole discretion, revoke consent to link to our web site at any time. Other hypertext links to the Web site must be approved in writing by FTC. Some portions of the Web Site are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by

FTC. FTC assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold FTC 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 FTC from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Web site is posted at your own risk. FTC will have no liability arising from use of that information. You shall not use the Web site to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Web site. Your posting of material on the Web site or providing material to FTC to use on the Web site will be deemed to be a grant by you to FTC of a license to the material to include the material on the Web site and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as may be reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

7. TERM OF AGREEMENT.

Use of the services constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the services or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the services and, if you are a Subscriber, to terminate your account.

8. TERMINATION.

You may terminate your account at any time and for any reason by providing notice of intent to terminate to FTC by: Registered or certified mail, return receipt requested, addressed to FTC, Inc., Customer Service, 1101 East Main Street, Kingstree, SC 29556; or telephone calls directed to Customer Service at 888-218-5050. Email termination of your basic Internet access account will not be accepted. To terminate Web Hosting and/or Business Services, you must call 800-671-0670. Your termination will only be complete upon your receipt of a cancellation confirmation number from FTC. Charges to your account will stop accruing the day FTC provides you with a cancellation confirmation number. Based on your billing cycle, charges accrued prior to your termination may apply after you receive a cancellation confirmation. Email cancellation requests will not be accepted. If your account included space on FTC's servers, anything stored on this space will be deleted upon termination. Without prior notice, FTC may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if FTC, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. FTC may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the address you provided for the services. Sections 3, 4, 10, and 11 of this Agreement shall survive termination of this Agreement.

9. JURISDICTION.

This Agreement is governed by South Carolina law without regard to conflict of law provisions. The federal and state courts located in South Carolina alone have jurisdiction over all disputes arising out of or related to this Agreement and the services. You consent to the personal jurisdiction of such courts sitting in South Carolina with respect to such matters or otherwise between you and FTC, and waive your rights to removal or consent to removal.

10. MISCELLANEOUS.

FTC may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies and agreements, at any time and in any manner. Notice of any revision, amendment, or modification will be posted on FTC's Web site (<http://www.ftc-i.net>) and/or on Subscriber's start pages and/or by email and/or in our various publications and mailings to Subscribers.

FTC reserves the right to notify all customers via e-mail relative to service enhancements and service interruptions for maintenance purposes.

FTC-I.Net shall not be held liable for any delay in or failure to perform the services caused by circumstances beyond its control such as acts of God or other causes that it could not have reasonably foreseen or any other cause that similarly impedes the provision of service. Customer understands service could be interrupted for several reasons, including but not limited to malfunctions or maintenance. Scheduled outages will be publicized online. FTC-I.Net's maintenance window is Sunday morning from 1:00am until 5:00am.

11. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY FTC, FTC DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. FTC HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. FTC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FTC MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH FTC OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY FTC OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. FTC AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, FTC'S CUMULATIVE LIABILITY TO ANY SUBSCRIBER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE LESSER OF YOUR SERVICE PERIOD OR BEFORE A ONE-YEAR PERIOD. NEITHER FTC-I.NET NOR ITS PROVIDERS ARE RESPONSIBLE FOR ANY DAMAGES ARISING FROM CUSTOMER'S ABILITY OR INABILITY TO USE FTC-I.NET.