

# Allband Communications Cooperative

## Terms & Conditions – November 2014



Allband Communications Cooperative Internet, including, but not limited to any service features that may be listed below, available, or provided as part of the service offering customer has elected to receive (e.g., electronic mail, portal components, home networking, etc.), ("Service") is an Internet access service. This Service Agreement ("Agreement") states the terms and conditions under which Allband Communications Cooperative and its subsidiaries (collectively "We" or "Allband") will provide the Service to a subscriber ("You" or "Customer"). By using the Service, Customer agrees to be bound by the terms of this Agreement and the Acceptable Use Policy ("AUP") as each may be amended from time to time.

ALLBAND REGULARLY UPDATES AND AMENDS THIS AGREEMENT, THE AUP, AND THE CUSTOMER PRIVACY STATEMENT. CUSTOMER SHOULD CONSULT ALLBAND'S WEBSITE TO BE SURE CUSTOMER REMAINS IN COMPLIANCE.

### SPECIFICS OF MEMBERSHIP:

- a. With an application for membership, applicant will pay to the Cooperative a non-refundable sum of \$20.00, which, if the Cooperative accepts the membership application, will constitute the Applicant's membership fee. Upon acceptance of this application, a certificate of membership and bylaws will be issued to Applicant; it being understood that membership is not transferable nor is the membership fee applicable toward the payment of any bill. Membership is offered only to entities that receive local exchange telephone service from Allband Communications Cooperative.
- b. A subscription to one of Allband's local exchange telephone services (Advanced, Basic or Seasonal) is required to become and remain an active member of the Cooperative. Allband does not offer (Internet-only) services.
- c. Applicant, by paying the membership fee and becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative and it is expressly understood that under the law his/her private property cannot be attached for any such debts or liabilities.
- d. Applicant will comply with and be bound by the provisions of the Articles of Incorporation and By-Laws of the Cooperative, and such rules and regulations as may, from time to time, be adopted by the Cooperative.

### 1. SERVICES (Including but not limited to):

SERVICE	RESIDENTIAL
Dedicated Fiber Optic Access	✓
PPPoE Authentication	✓
Email Accounts	5
Webmail User Interface	✓
Spam & Virus Email Filtering	✓
24/7/365 Live Tech Support w/Toll Free Access	✓
Email Tech Support	✓

### 2. RATES\*

RESIDENTIAL	SPEED (DOWN/UP) MBPS	PRICE/MONTH	INSTALLATION
HIGH SPEED INTERNET	3/1+	\$34.99	Included+
ADVANCED PHONE SERVICE	UNLIMITED LOCAL	\$19.90	Included+
EXTENDED AREA LOCAL CALLING	UNLIMITED	\$0.10	Included+
BASIC PHONE SERVICE	LOCAL ONLY, NO FEATURES, LD CHARGES	\$9.99	Included+



VOICEMAIL	FOR BASIC PLAN	\$3.99	Included+
CALL FORWARDING	FOR BASIC PLAN	\$3.99	Included+
SEASONAL PHONE SERVICE	911 ONLY	\$6.99	Included+
UNLIMITED LONG DISTANCE	DOMESTIC 48	\$24.99	Included+
LONG DISTANCE	DOMESTIC 48	\$0.10 PER MIN	Included+

<b>ADDITIONAL SERVICES</b>	
WIRELESS ROUTERS	\$20-\$60 (DEPENDING ON MODEL REQUESTED) – FREE INSTALL
411 DIRECTORY ASSISTANCE	\$1.99 PER CALL
TOLL FREE SERVICES	INTRASTATE: \$0.12 PER MIN, INTERSTATE: \$0.10 PER MIN
F-SECURE INTERNET SECURITY	\$2.99/Month
COVER ME PREMISE WIRING PROTECTION	\$9.99/Month
ADDITIONAL EMAIL ADDRESSES	\$1.99 PER ADDRESS PER MONTH

<b>BILLING RELATED FEES</b>	
LATE FEE	\$5.00 & 1.5% PER MONTH
RE-CONNECT FEE FOR NON-PAYMENT	\$50.00 PER INSTANCE
SERVICE CHARGE (SEE PARTS D & E BELOW)	\$15.00 PER CALL, \$7.50 PER ADDITIONAL REQUEST
RETURNED CHECK FEE	\$30.00 PER CHECK
RESTORAL FEE (STANDARD)	\$15.00 PER INSTANCE
TRAVEL CHARGE (SEE PARTS D & E BELOW)	\$25.00 PER VISIT
LABOR (TWO TECHS)	\$80.00 PER HOUR (30 MIN MINIMUM)

\*Unlimited long distance calls to continental 48 states. Toll applies to Alaska, Hawaii, and International calling.

+By providing your social security number, you understand that you give permission to Allband to perform a credit check and charge a security deposit if deemed necessary. If a security deposit is deemed necessary, Allband will review the customer's account on an annual basis to determine if the customer has had no more than 3 months with past due balances within the most recent 12 months. If the customer has had 3 months or less that have not had a past due balance, the customer will receive a credit on their next bill to refund the security deposit. If the customer has had more than 3 months that have had a past due balance, the security deposit will remain on the account. If the customer is in default and has been disconnected due to



non-payment, the customer surrenders the security deposit to Allband. If the customer disconnects service for any other reason and the account is paid in full, Allband will refund the security deposit.

a) Subject to the terms and conditions of the Company, Applicant will purchase from the Company telecommunications services used on his/her premises and supplied by the Company. Applicant agrees that he/she will pay for such service (and equipment, if applicable) at the rates and charges fixed by the Company in accordance with the lawful orders and directives of the Federal Communications Commission and the Michigan Public Service Commission (MPSC). Applicant will pay a minimum monthly amount as set forth in this agreement. Bills shall be payable immediately upon receipt and past due if not paid by the 20th day of the billing month or after any payment date previously established by agreement between Applicant and the Company. If the bill is not paid when past due, the Company will apply a late payment charge of \$5 and a 1.5% Interest rate each month on the unpaid balance. When the bill becomes past due, the Company may start procedures for disconnection for non-payment. The procedure will include a written ten (10) day notice of disconnection of service, stating the date and time payment must be received in the Company's business office, a \$5 late fee and a \$10 late letter charge for such notice. If the subscriber does not pay the balance of the bill owing, plus any applicable late charges, or make arrangements with the Company to make payments, service will be disconnected. Before reconnection, the customer must pay a \$50 reconnect fee. Applicable Service Connection Charges, as set forth in the Rate Schedule of the current terms, will apply to each re-connection of service on paid delinquent accounts.

b) Returned Checks. Allband may charge a \$30 service fee for all returned checks.

c) Taxes, Fees and Government Charges. Customer agrees to pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes), arising under this Agreement, including, without limitation, applicable state property taxes. A copy of the Customer's tax exemption document, if applicable, must be provided to Allband to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees.

d) Service Fees: If Customer leases equipment from Allband, additional monthly charges will apply. Allband may also charge a monthly support maintenance fee or a per instance support charge, depending on Customer location, for technical support services related to the Service including, but not limited to, repairs or for any Service features. Allband may change the amount of the standard monthly fee or any applicable monthly maintenance fee upon thirty (30) days written notice. Allband will identify any per instance support charges to Customer prior to providing any technical support that would result in such charge(s). Subject to applicable law, Customer must notify Allband of any billing errors or other requests for refund within thirty (30) days of the date on which the error occurred.

e) Site Visits and Repairs. If Customer's misuse, abuse or modification of the Services, Equipment or Network facilities supplied by Allband necessitates a visit to the Customer site for inspection, correction or repair, Allband shall charge Customer a site visit fee as well as charges for any Equipment or Network repair or replacement necessary to restore Service.

f) Charges for Online Services, Internet Transactions or Toll Charges For Dial-Up Service: Through use of the Service, Customer may access certain information, products, and services of others, for which there is a charge. These include, for example, certain on-line services such as America Online. Customer agrees that Customer is solely responsible for all fees or charges for these on-line services, products or information.

g) Credit Inquiries: Customer authorizes Allband to make inquiries and to receive information about Customer's credit experience from others, to enter this information in Customer file, and to disclose this information concerning Customer to appropriate third parties for reasonable business purposes.

h) Payment by ACH Transfer: If Customer makes payment by check, Customer authorizes Allband and its agents to collect this item electronically.

### 3. EQUIPMENT AND MATERIALS

a) To use the Service, Customer must have a personal computer, an Ethernet network interface, and operating system software meeting Allband's then-applicable minimum requirements

b) Allband does not provide technical assistance for third-party hardware or software, including but not limited to home networks other than the Allband Home Networking Service or gaming systems. Any questions concerning third-party hardware or software should be directed to the manufacturer of that product. Allband has no responsibility for the operation or support, maintenance or repair of any equipment, software or services that Customer elects to use in connection with the Services.

c) Customer will not connect any equipment, other than equipment authorized by Allband, to the Allband Network. Customer understands that failure to comply with this restriction may cause damage to the Allband network and subject Customer to liability for damages and/or criminal prosecution. Customer may not alter, modify or tamper with the Equipment or the Service, or permit any other person to do the same that is not authorized by Allband.

d) Customer shall:

i. Safeguard Allband-provided Equipment against others;

ii. Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;

iii. Not hire nor permit anyone other than personnel authorized by Allband acting in their official capacity to perform any work on the Equipment; and

iv. Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Allband while purchasing services from Allband Communications Cooperative. Any unauthorized connection or other tampering with the Services, Equipment, any system or its components shall void all applicable warranties.

e) Software: At the time of installation of the Service, Allband may provide Customer with common Allband or third-party software (e.g., a browser and plug-ins) to enable and enhance the Service. Allband does not support third-party software. If Customer has any questions concerning third-party software, Customer should contact the software manufacturer directly. Any and all software provided by Allband is the property of Allband and/or its suppliers and licensors. Allband hereby grants Customer a nonexclusive, nontransferable license to use and to install on Customer's computer system(s) the software for use solely in connection with the Service. Customer's license to use any software provided by Allband and its suppliers and licensors is contingent upon Customer's compliance with all use and other restrictions contained in this Agreement and the Acceptable Use Policy ("AUP"). It is a material breach for Customer to copy, duplicate, reverse engineer or in any way modify, change, tamper with or interfere with any software provided to Customer by Allband. Upon any termination or expiration of this Agreement or the disconnection of Customer's Service, this license will terminate and Customer agrees to then destroy all copies of the software that were delivered to Customer (including by erasing and deleting the software from



Customer's computer system). Customer hereby represents and warrants to Allband that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Allband network.

f) Security: Customer acknowledges and agrees that when using the Service to access the Internet or any other online network or service, there are certain security risks that may enable other Internet users to gain access to or use of Customer's equipment. Customer is responsible for taking and should take all appropriate security measures when using the Service. Customer is responsible for any misuse of the Service that occurs through Customer's account whether by a member of Customer's household or an authorized or unauthorized third-party.

g) Email: Customer may access their Allband e-mail account at [mail.allband.org](mailto:mail.allband.org), or by using the user's software application (e.g. Outlook, Outlook Express, and Apple Mail).

h) Applicant, if a landowner, hereby agrees to grant to the Company the right and easement to construct, operate, repair and maintain on his/her premises and in or upon all streets, roads, or highways abutting said premises, its telecommunications distribution and service lines and appliances and also the right to cut or trim trees necessary to keep clear all parts of the telecommunications system.

#### 4. GENERAL SUBSCRIBER RESPONSIBILITIES AND WARRANTIES

Customer warrants that he or she is at least 18 years of age.

Customer agrees that the subscription is personal to Customer and agrees not to assign, transfer, resell or sublicense Customer's rights as a subscriber unless specifically allowed by this Agreement. The Service and the Allband Equipment shall be used only by Customer and by members of Customer's immediate household living with Customer at the same address. Customer acknowledges that Customer is executing this Agreement on behalf of all persons who use the Allband Equipment and/or Service by means of the Customer Equipment. Customer agrees that Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement, whether such breach results from Customer's use of the Service or by another using Customer's computer.

The identifying information that Customer has provided and will provide to Allband during the term of this Agreement, including without limitation Customer's legal name, address, telephone number(s), the number of computers on which the Service is being accessed and payment data (including without limitation information provided when authorizing recurring payments) is accurate, complete and current. Customer agrees to promptly notify Allband, in accordance with the terms of this Agreement, upon the occurrence of any change in the status of Customers' account (e.g., change in individuals authorized to use Customer's account) or if there is any change in the information that Customer has provided to Allband. Failure to provide and maintain accurate information constitutes a breach of this Agreement.

Customer agrees that Customer is responsible for anyone using Customer's computer system, password or name or user name in connection with the Service and for ensuring that anyone who does use the Service through Customer's computer or access to the Service does so in accordance with the terms and conditions of this Agreement. Customer agrees to take all reasonable measures necessary to ensure the Service is not used by another without Customer's consent.

Allband requires Customer to comply with the terms of Allband's Acceptable Use Policy ("AUP"). A copy of that Acceptable Use Policy can be found on Allband's website and is incorporated into this Agreement by reference. Please review the AUP regularly as Allband updates and amends that policy.

Customer shall be responsible for procuring and installing patches, any and all anti-virus and firewall software/ hardware and operating system patches, up-dates, or supplements that may be necessary for (i) the protection and maximum functionality of Customer's computer and related equipment and (ii) the protection of Allband's network and other customers. For purposes of clarification, Allband hereby disclaims any and all responsibility and liability for any damages that may arise from Customer's failure to procure or install the aforementioned security software and/or hardware.

#### 5. MONITORING THE SERVICES AND PRIVACY

Allband is concerned with issues of privacy. Allband has no obligation to monitor content. However, Customer agrees that Allband has the right to monitor the Service (including but not limited to, content and Customer equipment as it may affect the Service from time to time) in accordance with this Agreement, the AUP and its Policy. A copy of the Privacy Policy can be found on Allband's website at and is incorporated into this Agreement by reference.

Customer also authorizes Allband to make inquiries and to receive information about Customer's credit history from others and to utilize such information in its decision regarding its provision of the Service to Customer. In addition, Customer agrees that Allband may collect and disclose information concerning Customer and Customer's use of the Service in the manner and for the purposes set forth here and in Allband's Internet Service Privacy Statement.

In order to protect the privacy of Customer's account information, Allband may require that Customer use a security code or other method to confirm Customer's identity when requesting or otherwise accessing account information, making changes to the Service or performing other functions related to the Service through Allband's customer service representatives. Customer may also choose to designate an authorized user of Customer's account (an "Authorized User"), who will be able to access Customer's account information and make changes to Customer's account. Once established, an Authorized User will be required to authenticate his/her identity in the same manner as Customer.

#### 6. LIMITED WARRANTY – WIRELESS ROUTER

In the event Customer purchases a wireless router from Allband in conjunction with the Service, Allband provides a limited one (1) year warranty against any defect in materials or workmanship of the router purchased directly from Allband, as long as this router is plugged into a power surge protected socket. This limited warranty shall supersede any and all manufacturer warranties. In the event there is a problem with the router that cannot be corrected either over the telephone or onsite, Allband will replace the equipment with either a new or refurbished unit at Allband's option. In addition, Allband does not guarantee that the equipment it replaces will be the same make or model as the originally purchased equipment. This warranty expressly excludes defects in the router caused by acts of nature, such as, but not limited to, lightning damage; damage from misuse or neglect; water damage; loss of programming or data; or installation. To obtain warranty service, please contact your local Allband office for assistance.

#### 7. DISCLAIMER OF WARRANTY AND LIMITED LIABILITY



a) No Warranty: CUSTOMER AGREES THAT CUSTOMER USES THE SERVICE AND ANY SOFTWARE AND EQUIPMENT SUPPLIED BY ALLBAND AT CUSTOMER'S SOLE RISK. THE SERVICE AND ALLBAND EQUIPMENT ARE PROVIDED ON AN "AS-IS BASIS" AND EXCEPT TO THE LIMITED EXTENT SPECIFICALLY STATED IN SECTION 5, IF APPLICABLE, WITHOUT WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. ALLBAND DOES NOT WARRANT UNINTERRUPTED USE OF SERVICE. ALLBAND DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR FREE OF ANY VIRUSES, WORMS, SPAM, POP-UP ADVERTISING, SPYWARE, ADWARE OR OTHER HARMFUL COMPONENTS, EVEN IF COUNTERMEASURES HAVE BEEN DEPLOYED. ALLBAND DOES NOT WARRANT THAT ANY DATA OR FILES CUSTOMER SENDS OR RECEIVES VIA THE SERVICE WILL BE TRANSMITTED IN UNCORRUPTED FORM, WITHIN A REASONABLE TIME, OR FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL BE UNABLE TO GAIN ACCESS TO CUSTOMER'S COMPUTER. THIS INCLUDES, BUT IS NOT LIMITED TO, INCIDENTS OF FILE SHARING, PRINT SHARING OR USE OF OTHER MEANS THAT ENABLE INTERNET USERS TO GAIN ACCESS TO CUSTOMER'S EQUIPMENT OR TO MONITOR CUSTOMER'S ACTIVITY AND CONDUCT WHILE USING THE SERVICE.

CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT ALLBAND UTILIZES ANTI-SPAM SOFTWARE AND THAT SUCH SECURITY TECHNOLOGY IS A FEATURE OF THE SERVICE THAT MAY BLOCK INCOMING AND OUTGOING ELECTRONIC MAIL. ALLBAND DOES NOT WARRANT THAT SUCH FEATURE WILL BLOCK ALL UNWANTED MAIL/SPAM OR THAT ALL MAIL THAT IS BLOCKED CONSTITUTES UNWANTED MAIL/ SPAM. CONSISTENT WITH OTHER STATEMENTS SET FORTH IN THIS SECTION, ALLBAND DOES NOT WARRANT THAT SUCH FEATURE WILL BE ERROR-FREE.

In addition, in its sole discretion, Allband may make available to Customer security software, such as anti-virus software, firewall software, "pop-up" advertising blocking software, parental control software, anti-spyware or anti-adware software for Customer's use on Customer's computer system(s) in conjunction with the Service. Any such security software provided by Allband to Customer is intended to provide only a minimal level of protection to Customer's computer system(s). CUSTOMER UNDERSTANDS AND AGREES THAT ALLBAND AND ITS THIRD-PARTY SUPPLIERS OF ANY SUCH SECURITY SOFTWARE DO NOT GUARANTEE ITS ACCURACY, EFFICACY OR PERFORMANCE. CUSTOMER UNDERSTANDS AND AGREES THAT ALLBAND AND ITS THIRD-PARTY SUPPLIERS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM(S) OR THE INFORMATION STORED ON IT THAT MAY RESULT FROM THE SECURITY SOFTWARE OR ITS NON-PERFORMANCE.

When Customer uses the Service and/or accesses Allband web sites, Customer may encounter links allowing Customer to visit web sites operated or owned by third parties ("Third Party Site(s)"). Allband provides these links as a convenience and they are not under the control or ownership of Allband. The presence of a link to any Third Party Site is not an endorsement by Allband of the Third Party Site, an acknowledgment of any affiliation with its operators or owners, or a warranty of any type regarding any information or offer on the Third Party Site. Customer's use of any third party site is governed by the various legal agreements and policies posted at that web site.

CUSTOMER UNDERSTANDS AND AGREES THAT ALLBAND DOES NOT GUARANTEE THAT ANY PARTICULAR AMOUNT OF BANDWIDTH ON THE ALLBAND NETWORK OR THAT ANY SPEED OR THROUGHPUT OF CUSTOMER'S CONNECTION TO THE ALLBAND NETWORK WILL BE AVAILABLE TO CUSTOMER. Customer understands and agrees that the speed of the Service provided at Customer's site will vary depending upon a number of factors, including Customer's computer system(s) and associated equipment, Internet traffic, and other factors such as system capacity limitations, governmental actions, events beyond Allband's control, and system failures, modifications, upgrades and repairs.

Customer understands that Allband may use various tools and techniques in order to efficiently manage its networks and to ensure compliance with Allband's AUP ("Network Management Tools"). These may include detecting malicious traffic patterns and preventing the distribution of viruses or other malicious code, and managing network resources through techniques such as limiting the number of peer-to-peer sessions Customer can conduct at the same time, limiting the aggregate bandwidth available for certain usage protocols such as peer-to-peer and newsgroups, and such other Network Management Tools as Allband may from time to time determine appropriate.

Customer further understands and agrees that, to allocate bandwidth across all of its users, Allband may employ traffic-management technology which technology may materially slow the uploading of certain files.

b) Limitation of Liability/Exclusive Remedy: ALLBAND'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE SERVICE OR ITS SOFTWARE AND EQUIPMENT, OR ANY BREACH BY ALLBAND OF ANY OBLIGATION ALLBAND MAY HAVE UNDER THIS AGREEMENT, SHALL BE CUSTOMER'S ABILITY TO TERMINATE THE SERVICE OR TO OBTAIN THE REPLACEMENT OR REPAIR OF ANY DEFECTIVE SOFTWARE OR EQUIPMENT PROVIDED BY ALLBAND TO CUSTOMER. IN ADDITION, ALLBAND SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH, OR THE DEGRADATION OR INTERRUPTION OF, ANY SERVICES, FOR ANY LOST DATA OR CONTENT, IDENTIFY THEFT, FOR ANY TV, MONITOR OR SCREEN BURN-IN, PIN MISALIGNMENT, UNEVEN TV, MONITOR OR SCREEN WEAR, STUCK PIXELS, PHOSPHOR BURN, FILES OR SOFTWARE DAMAGE, REGARDLESS OF CAUSE. ALLBAND SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT, SOFTWARE, WIRING OR THE PROVISION OF SERVICES.

FOR CERTAIN PRODUCT OFFERINGS, ALLBAND MAY OFFER A LIMITED 30-DAY, NO RISK MONEY-BACK GUARANTEE. ANY SUCH LIMITED GUARANTEE IS SUBJECT TO THE SPECIFIC CONDITIONS INCLUDED WITH THE OFFER. IN NO EVENT SHALL ALLBAND LIABILITY TO CUSTOMER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO ACCESS AND USE THE SERVICE FOR A PERIOD OF THREE MONTHS. CUSTOMER HEREBY RELEASES ALLBAND FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

IN NO EVENT SHALL ALLBAND BE LIABLE FOR ANY BREACH OF WARRANTY, DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, LOST PROFITS, OR PUNITIVE DAMAGES WITH REGARD TO THE INSTALLATION, OUTAGE, MAINTENANCE, USE, FAILURE OR REMOVAL OF THE SERVICE, EVEN IF DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF ALLBAND, ITS EMPLOYEES OR AGENTS.

CUSTOMER ACKNOWLEDGES AND AGREES THAT ALLBAND HAS SET ITS PRICING FOR THE SERVICE AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. CUSTOMER UNDERSTANDS AND AGREES THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS IN THE AGREEMENT WILL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

c) Right of Entry and Damage to Customer's Home or Business Computer During Installation: Customer agrees to permit Allband to enter Customer's home and property at reasonable times to install, connect, disconnect, repair or inspect the equipment used to provide the Service. If Customer is not the owner of the premises upon which the Service is to be installed or serviced, Customer represents and warrants that Customer has obtained the consent of the owner of the premises for Allband personnel and/or its agents to enter the premises for the purposes described above. Allband will not enter Customer's home to install or repair Customer's Service unless an adult is present in Customer's home at the time of the service call. Customer authorizes any other adult resident or guest at Customer's residence to grant Allband access to Customer's premises, if Customer is not at home when



Allband makes a service visit. Customer acknowledges and agrees that installation or repair of the Service or Customer's cable system may require Allband personnel and/or its agents to open Customer's computer. Allband neither represents, warrants, nor covenants that such modifications will not disrupt the normal operation of Customer's computer. Allband shall not be liable for any damage, loss or destruction to Customer's home or Customer's computer equipment whatsoever during installation or repair, including but not limited to any damage to, or loss or destruction of, any hardware, software, files or data. Allband is also not responsible for returning Customer's computer to its original configuration. If Customer is not the owner of the premises, Customer shall indemnify and hold Allband harmless from and against any claims of the owner of the premises arising out of the performance of this Agreement.

d) **Damage to Equipment Owned by Allband:** All equipment provided by Allband shall remain its sole property throughout the term of this Agreement, unless expressly stated otherwise. Customer agrees that Customer will not sell, transfer, lease, assign or otherwise encumber any equipment leased by Allband to Customer. Customer agrees to pay the full retail cost for the repair or replacement of any lost, stolen, damaged or unreturned Equipment, together with any costs incurred by Allband in obtaining or attempting to regain possession of leased equipment.

e) **Force Majeure:** Customer agrees that Allband will not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of service, directly or indirectly caused by circumstances beyond its control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Service.

f) **Mailbox Deactivation:** Customer agrees that Allband owns any and all mailboxes associated with the Service and may reclaim such mailboxes at any time for any reason. Allband may also limit the number of new email addresses that can be created within a 24 hour time period. Customer agrees that if Customer does not access an Allband mailbox for a period of six months, Allband may deactivate the mailbox. Customer understands that Allband will delete the contents of the mailbox, if any, at that time. If after that time, Customer does not access such Allband mailbox for an additional period of three months, Allband shall have the right to reassign such mailbox.

g) **Mail Storage:** If Customer elects to store electronic mail on Allband's server(s), such electronic mail is subject to deletion three days after Customer first retrieves such electronic mail. Regardless of the retrieval protocol used by Customer, in no event will Allband be responsible for maintaining, and Allband will not guarantee storage of, such electronic mail for any period of time. Allband also reserves the right to enforce email storage limits.

h) **Network Security and Management:** Customer agrees that Allband may block traffic to and from any source, including, without limitation, the deletion of any electronic mail, as it deems necessary to secure its network and/or eliminate spam. Allband may take other actions, in its sole discretion, to manage or protect its network or to benefit the greatest number of its subscribers, including, but not limited to, traffic prioritization and protocol filtering, and in some instances, suspend or terminate access by Customer to the network. Allband may take these actions, with or without notice, in situations where Allband believes, in its sole discretion, that Customer may harm the Allband network or disrupt the performance of the Service for other users or where Customer is transmitting or is otherwise connected with what Allband considers in its sole discretion to be spam. Customer agrees that Allband is entitled to damages if Customer is transmitting or is otherwise connected with spam. Customer agrees Allband is entitled to actual damages, however, if actual damages cannot be reasonably calculated, Customer agrees to pay Allband liquidated damages of five dollars (U.S. \$5.00) for each piece of spam transmitted from or otherwise connected with Customer's account.

### 8. INDEMNIFICATION

Customer agrees to indemnify and hold harmless Allband, its parents, subsidiaries, members, affiliates, officers and employees from any claims brought against Allband related to Customer's use of the Service or the violation of the Acceptable Use Policy or the Privacy Policy, including, but not limited to, claims that Customer's use of the Service infringed on the patent, copyright, trademark or other intellectual property right of any third party, claims arising from any breach or alleged breach by Customer of this Agreement or the AUP, or any claim resulting from Customer's negligence. Customer agrees to pay any attorneys' fees incurred by Allband in bringing any action related to the Service or a breach of the terms of this Agreement.

### 9. TERMINATION OF SERVICE

a) **Customer's Right to Terminate the Service:** Customer may terminate the Service at any time by calling Allband customer service. Email submissions to Allband shall not constitute effective notice. Upon termination, Customer agrees to pay any outstanding account balance and Customer will return any leased equipment to Allband within ten (10) days of termination of account. If Customer does not return leased equipment within ten (10) days of the date of termination of Customer's account, Allband reserves the right to bill customer for up to the full retail value of the leased equipment, which Customer failed to return.

b) **Allband's Right to Suspend/Terminate the Service:** The Service and all Service features are subject to availability on an ongoing basis. Customer understands that Allband may cease to offer the Service or any Service feature at any time. Allband may suspend, disconnect and/or terminate the Service at any time without prior notice if Allband believes in its sole discretion that Customer has:

- Failed to pay Customer's bill when due;
- Threatened or harassed any Allband employee or contractor;
- Violated the Acceptable Use Policy; or
- Violated any other provision of this Service Agreement.
- If Customer is disconnected for any reason and/or service is suspended in accordance with this agreement, Customer may be charged (i) a reasonable disconnection and/or a reconnection fee and/or (ii) for service during the period of suspension in accordance with applicable federal and state law.

c) **Rights Upon Termination:** In the event that Customer's account is suspended, disconnected, and/or terminated, no refund, including any fees Customer paid to Allband, will be granted; no online time or credits (for example, points in an online game) will be credited to Customer, nor can it be converted to cash or another form of reimbursement. Moreover, Allband will not be responsible for the return of data stored on Allband's servers, such as web and e-mail servers. Customer agrees that Allband has no obligation to visit Customer's home upon termination to reconfigure Customer's computer.

## Allband Communications Cooperative

### Terms & Conditions – November 2014



#### 10. MISCELLANEOUS

a) Entire Agreement: This Agreement and the schedules referenced in this agreement constitute the entire agreement with respect to the Service. This Agreement supersedes and nullifies all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Agreement.

b) No Rights or Remedies for Third Parties: This Agreement is not intended to give and does not give any rights or remedies to any person other than Customer and Allband.

c) Severability: If any term, covenant, condition or portion of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.

d) Changes to the Agreement: Allband may change, amend, alter, or modify this Agreement at any time. Allband may notify Customer of any change either by posting that change on Allband's website ([www.Allband.com](http://www.Allband.com)), by sending Customer an e-mail or by U.S. mail. If Customer continues to use the Service after such notice has been made of a change, Customer agrees that such continued use shall be deemed to be Customer's acceptance of those changes. The updated, online version of this Agreement shall supersede any prior version of this Agreement that may have been included in any materials provided by Allband. This Agreement should be read in conjunction with Allband's AUP and all other applicable policies.

e) No Assignment: Customer may not assign this Agreement, or Customer's rights or obligations under this Agreement, without Allband's prior written consent. Allband may transfer or assign any portion or all of this Agreement at any time without notice to Customer, and Customer waives any such notice, which may be required.

f) Waiver: Except as otherwise provided herein, the failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision.

g) Contact Information: Customers can contact Allband at:

Allband Communications Cooperative  
7251 Cemetery Rd.  
Curran, MI 48728  
866-500-6799  
[www.allband.org](http://www.allband.org)  
[info@allband.org](mailto:info@allband.org)

h) Charges: Charges to Customer imposed by Allband for use of the Service are as follows: Current rates for using the Service are in Allband's Pricing Schedule, which is provided to Customer with the installation kit, may be included in Allband's Services Guide and may be posted at Allband's website ([www.Allbandcomm.com](http://www.Allbandcomm.com)). Allband reserves the right to change fees, surcharges, and monthly fees or to institute new fees at any time, all pursuant to Section 4 of this Agreement.

**Allband Communications Cooperative is an Equal Opportunity Provider and Employer.**

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S. W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).