

ADAMSWELLS INTERNET STANDARD TERMS AND CONDITIONS

AND

HIGH SPEED INTERNET (HSI-DSL/FIBER OPTIC) TERMS AND CONDITIONS

1. AdamsWells Internet services may only be used for lawful purposes. AdamsWells Internet expressly forbids the transmission of any material, the transmission of which would violate any U.S. or state regulations. Such transmissions include, but are not limited to: material protected by trade secret laws, material judged to be threatening in nature and copyrighted material. You agree to indemnify and hold harmless AdamsWells Internet from any responsibilities for the accuracy or quality of information obtained through its services.
2. AdamsWells Internet exercises no control whatsoever over the content of information passing through its systems. Additionally, no warranties of any kind, whether expressed or implied, exist for any service provided by AdamsWells Internet. AdamsWells Internet also disclaims any warranty or merchantability or fitness for a particular purpose. AdamsWells Internet will not be responsible for any damages you suffer. This includes loss of data resulting from delays, non-deliveries or mis-deliveries. Service interruptions caused via any AdamsWells Internet service is at your own risk. AdamsWells Internet specifically denies any responsibility for the accuracy, quality or suitability of information obtained through its services. AdamsWells Internet exercises no control whatsoever over the content of information passing through its systems. Additionally, no warranties of any kind, whether expressed or implied, exist for any service provided by AdamsWells Internet. AdamsWells Internet also disclaims any warranty or merchantability or fitness for a particular purpose. AdamsWells Internet will not be responsible for any damages you suffer. This includes loss of data resulting from delays, non-deliveries or mis-deliveries. Service interruptions caused via any AdamsWells Internet service is at your own risk. AdamsWells Internet specifically denies any responsibility for the accuracy, quality or suitability of information obtained through its services.
3. The above item 2 notwithstanding, you agree that should you be found liable in a court of law for any reason related to you AdamsWells Internet services, our liability is limited to the unused portion of your subscription fee.
4. You know that this system contains an unabridged copy of the information known as "UseNet", and that portions of the system may contain messages which you may find offensive. AdamsWells Internet does not censor or in any other way control the contents of this or any other on-line information, and that nearly all of the information found here originates on systems other than those under direct AdamsWells Internet control. You are further aware that AdamsWells Internet cannot confirm the proper classification of information presented in any area of the system. By giving the command(s) to view or transfer any information or file on any AdamsWells Internet system, or any system reached through the AdamsWells Internet system, you are consenting to the display or transfer of the information presented and waive all rights and claims toward AdamsWells Internet and its owners.
5. AdamsWells Internet prohibits any attempts to retrieve significantly large amounts of news and/or mail from its network outside of methods specifically endorsed by AdamsWells Internet.
6. AdamsWells Internet prohibits attempts to bypass its pricing structure by any means without the prior written consent of AdamsWells Internet/Craigville Telephone Company, Inc.
7. AdamsWells Internet defines "unlimited hours" for a monthly dial-up account as a maximum of 400 hours per month. Usage beyond 400 hours per month will be billed at \$3.00 per hour to a maximum charge of \$40.00.
8. AdamsWells Internet reserves the right to change the rates and otherwise modify any of these Terms and Conditions by notifying you 30 days in advance of the effective date of change.
9. AdamsWells Internet may discontinue any or all levels of service at its discretion. Should this occur, accounts will be refunded on a pro-rated basis.

10. You agree to indemnify and hold harmless AdamsWells Internet/Craigville Telephone Company, In. and its owners from all claims, which are a result of your usage, without limitation.
 11. You agree that the security of your account, including password, is your responsibility and that all use which emanates from your account will be considered to be undertaken by you unless it can be shown to have been an unauthorized intrusion. You agree to notify AdamsWells Internet immediately if you believe that your account has or is being compromised.
 12. You agree to keep the AdamsWells Internet/Craigville Telephone Company, Inc. informed of your current legal mailing address. AdamsWells Internet will not disclose this information to any third party except upon the presentation of a valid warrant or court order.
 13. Any or all of these Terms may be altered or superseded through the use of a written agreement stating such between you and the AdamsWells Internet/Craigville Telephone Company, Inc.
 14. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other submitted. Use of any AdamsWells Internet service constitutes acceptance of these Terms and Conditions.
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High Speed Internet (HSI-DSL/Fiber optic) Terms and Conditions
AdamsWells Internet (AWI)

Standard Terms and Conditions also apply.

1. One (1) year term of Agreement: One (1) year shall be the initial term, after which service will continue on a month to month basis. Initial term begins the day in which the HSI-DSL/Fiber optic line is successfully installed and recorded into our database. If AdamsWells cannot successfully deliver service, this terminates the Agreement without penalty.
2. HSI/DSL service is a digital signal that uses fiber optic technology or the high frequency portion of your copper phone line. Numerous HSI/DSL bandwidth packages are offered by AdamsWells. Standard HSI/DSL (over copper wires) works up to approx. 18,000 feet (about 3 miles) from the remote HSI/DSL equipment. In some cases HSI/DSL service can be extended past the 18,000 feet limit. HSI/Fiber optic over Fiber Optics is generally not limited by distance.
3. AWI will provide access to the Internet and email services. Reselling services or sharing bandwidth or other services is prohibited, unless an internet reseller is approved, in writing, by AdamsWells Internet (Craigville Telephone Co., Inc.). Special provisions are based on individual case basis. No server-based equipment is allowed unless approved by AWI. Malicious and/or abusive Internet traffic originating from customer location is prohibited and will result in termination of service.
4. Billing begins when service is activated and customer has in possession a configured HSI/DSL modem or for a fiber optic connection when the service is installed at the customer premise. Billable service rates may be paid by cash, check, money order, or credit/debit card. Any installation charges and/or equipment charges must be paid in full at time of order. If AdamsWells is unable to provide service to your location, you will receive credit (21 days for checks) for activation/equipment charges after all equipment is returned to the AdamsWells office in working condition. Please keep AdamsWells informed of any changes pertaining to service location and billing information.
5. Customer is considered in default of Agreement if payment is not received within 10 days after notice has been sent via US Postal Service or for any other breach of Agreement not remedied within 10 days after notification. If in default of this Agreement, all services provided by AdamsWells may be suspended or terminated without further notice. If terminated before end of the 6 month Agreement, the Customer is responsible for balance remaining to complete the 6-month Agreement.
6. Actual HSI/DSL transmission speeds may vary due to such factors as length and quality of telephone line serving the customer premises. AdamsWells may terminate the Agreement, without liability, if not able to provide, repair, or maintain service to the premises.
7. AdamsWells is not responsible for service issues related to your computer, network, hardware, software, or inside wiring. If you experience substantial reduction in quality of service, please notify AdamsWells and good-faith effort

will be made to restore service for issues not mentioned above.

8. AdamsWells is offering free use of a HSI/DSL modem or Battery Back-up (fiber optic customers only). The Customer is responsible for this device. If any equipment provided by AdamsWells is subject to physical or electrical stress, misuse, neglect, accident or abuse, or damaged by any other external causes, customer is responsible for replacement at \$70.00. Customer will be issued another HSI/DSL modem or Battery Back-up after replacement fee is paid. All electronic equipment (including the HSI/DSL modem) should be protected with a surge protector that has both power and telephone line protection.

9. AdamsWells is not responsible for inside wire/premises equipment problems, defects, or maintenance. An hourly service rate applies to work performed by AdamsWells. Please call for current hourly rate.

10. If a HSI/DSL modem or Battery Backup is not returned to AWI after disconnecting service, a charge of \$100.00 will be added to the final bill. If the modem is returned, AdamsWells will credit your account on the next billing cycle.

11. Customers disconnected for any reason, please note the following requirements:

1. A \$49.00 connection fee plus 1st month in advance will be required before service is ordered.
2. 1 year term of Agreement: 1 year shall be the initial term. Please see 1 thru 9.

Rev. 3 /31/09