

ADAMSWELLS Internet Telecom TV (“ADAMSWELLS”) Terms and Conditions

High Speed Internet (HSI-DSL/Fiber optic), Telecommunications, and TV Terms and Conditions

Craigville Telephone Company, Inc. Service Agreement is also in effect. Your subscription to, use of, or payment for Services constitutes your acceptance of this Service Agreement and our Prices and Rules. See http://www.ADAMSWELLS.com/service_agreement.pdf for a copy of this Service Agreement.

One year term of Agreement: One year shall be the initial term, after which service will continue on a monthly basis. Initial term begins the day in which any service is successfully installed and recorded into our database. If ADAMSWELLS cannot successfully deliver service, this terminates the Agreement without penalty.

The term “service” may be in reference to internet, telecommunications, or TV, or any combination of the three services.

After one year, service may be discontinued without a termination charge. Changes to service, whether by addition or down-grade, may affect the rates you have selected. In the event of a delay of installation caused by the customer, or a cancellation of the order after costs have been incurred by ADAMSWELLS, incurred costs will be immediately due. In the event that any item of service is terminated prior to expiration of the payment period elected by the customer, a termination charge equal to the current monthly billing multiplied by the remaining months under contract, will become due. A termination of service will occur when there is a move to a new location with an interruption of service or when equipment is removed, changed, downgraded, or substituted or if the customer fails to make timely payment when invoiced by ADAMSWELLS. Customers disconnected for any reason should note the following requirements for reconnection:

- a. Full payment for previous service that is unpaid must be received.
- b. A standard installation connection fee and one month payment in advance for all services will be required before service is ordered.
- c. A new one year initial term of Agreement will be in effect.
- d. An approved customer credit review may be required.

2. High speed internet (HSI) service, telecommunication service, and TV service are available from ADAMSWELLS. Numerous packages or combination of services are available.

3. ADAMSWELLS provides access to the Internet, Email, Telecom, and TV services. Reselling or sharing services is prohibited, unless an internet reseller agreement is approved, in writing, by ADAMSWELLS (Craigville Telephone Co., Inc.). Special provisions are based on an individual case basis. No server-based equipment is permitted unless approved by ADAMSWELLS. Malicious and/or abusive Internet or telecom 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 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 Agreement period, the Customer is responsible for balance remaining to complete the Agreement period.

6. Actual HSI 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 specifically to your TV, computer, network, hardware, software, or inside wiring. If you experience substantial reduction in quality of service, please notify ADAMSWELLS and a good-faith effort will be made to restore service.

8. ADAMSWELLS is offering use of a HSI DSL Modem, Battery Back-up (Fiber Only), Ethernet switch (Fiber Only) and/or HPNA Ethernet converter(s) (Fiber Only). The Customer is financially responsible for all equipment supplied by ADAMSWELLS. 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 a fee up to \$150.00 (per UNIT) plus additional labor charges if required. Customer will be issued another unit after replacement fee is paid. All electronic equipment should be protected with an electric current surge protector that has commercial power, ethernet, and telephone line protection.

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

10. If a HSI DSL Modem, Battery Back-up (Fiber Only), Ethernet switch (Fiber Only) and/or HPNA Ethernet converter(s) (Fiber Only) is not returned to ADAMSWELLS after disconnecting service, a charge of up to \$150.00 will be added to the final bill. When returned, ADAMSWELLS will credit your account on the next billing cycle.

11. ADAMSWELLS TV SET TOP BOXES (Including but not limited to: Amino 130, 130M, 530; ADB 3800, 5810): The Customer is responsible and liable for all SET TOP BOXES. 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 a fee up to \$300.00 per SET TOP BOX plus additional labor charges if required. If a SET TOP BOX is not returned to ADAMSWELLS after disconnecting service, a charge of up to \$300.00, per SET TOP BOX will be added to the final bill.

12. You agree to indemnify and hold harmless Craigville Telephone Company, Inc., and its affiliates and owners, from all claims that result from the usage of services (Internet, Telecom, or TV).

13. You agree that the security of your account, including the 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 immediately if you believe that your account has been or is being compromised.

14. You agree to keep ADAMSWELLS informed of your current legal mailing address. ADAMSWELLS will not disclose this information to any third party except upon the presentation of a valid warrant or court order.

15. Any or all of these Terms may be altered or superseded through the use of a written agreement stating such between you and ADAMSWELLS.

16. 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 service constitutes acceptance of these Terms and Conditions. ADAMSWELLS 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.