



Clarence Telephone Company/Cedar Communication LLC High Speed Internet Service Acceptable Use Policy

By signing the registration form, Customer agrees to the Acceptable Use Policy (AUP) For High Speed Internet Service and the netINS terms & conditions.

This Acceptable Use Policy (AUP) is an addendum to the netINS Internet acceptable use policy. This AUP may be updated from time to time and is part of the Terms and Conditions that ALL Clarence Telephone Company/Cedar Communications Internet users must agree to follow. Continued use of your netINS/Clarence Telephone Company/Cedar Communications Internet account indicates acceptance of the terms and conditions outlined in both the netINS AUP and the Clarence Telephone Company/Cedar Communications LLC Acceptable Use Policy (AUP) for High Speed Internet Services. Either of these documents may be changed at any time without notice.

Terms and Conditions

Clarence Telephone Company/Cedar Communications will make available to the customer specific electronic equipment needed to utilize and enjoy the service. Customer agrees not to allow any competitive service provider use of any equipment provided by Clarence Telephone Company/Cedar Communications for any purpose. Customer agrees not to tamper with, alter or remove any wiring or equipment. Customer agrees to allow Clarence Telephone Company/Cedar Communications to inspect, repair, replace and or remove this wiring and equipment as may be deemed appropriate between normal working hours. If Customer requires additional house wiring or jacks installed, Clarence Telephone Company/Cedar Communication LLC normal service fees and charges will apply. Replacement cost for each DSL Modem is \$100.

Customer will be contacted to arrange activation of the service between 8:00 am and 4:00pm, Monday – Friday. Once an activation time is agreed upon, Customer is responsible for notifying Clarence Telephone Company/Cedar Communication LLC of any changes at least 24 hours in advance. If service technicians are dispatched outside of normal service hours at the request of the Customer for reasons other than complete service outage (i.e. complete loss of dial tone), normal service fees and charges may apply.

Customer acknowledges that provisioning of service is predicated on a satisfactory evaluation by Clarence Telephone Company/Cedar Communication LLC of the Customer's credit history, and authorizes any person or consumer reporting agency to furnish Clarence Telephone Company/Cedar Communication LLC with any pertinent credit information in response to a credit inquiry by Clarence Telephone Company/Cedar Communications LLC. Customer agrees to pay Clarence Telephone Company/Cedar Communication LLC any and all legal costs of collections for unpaid balances due plus one and one-half percent (1.5%) interest per month on the unpaid balance. The charges for services provided are due in advance and payable per our monthly billing cycle. Service may be disconnected if payment(s) are not made within the payment terms. Customer may pay a service restoration fee of \$25.00 if disconnected for non-payment.

Customer acknowledges that any and all monthly discounts and/or rebated offered on either a promotional basis or recurring basis may be forfeited in the event of late payment. "Late payment" shall be defined as payments for services received by Clarence Telephone Company/Cedar Communication LLC after the "due date" marked on the customer's monthly invoice.

Customer agrees to indemnify and hold harmless Clarence Telephone Company/Cedar Communication LLC for damages, whether direct and/or consequential, resulting from any malfunction or failure of the equipment or any delay in repairing malfunctioning or damaged equipment.

FORCE MAJEURE. If Clarence Telephone Company/Cedar Communication LLC performance of any obligation under this Agreement is prevented, restricted or interfered with by causes including failure or malfunctioning of customer supplied equipment, acts of God, explosions, vandalism, cable cut, storms, fires, floods, or other catastrophes, power failure, national emergencies, insurrections, riots, wars, strikes, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority, then Clarence Telephone Company/Cedar Communication LLC shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. Clarence Telephone Company/Cedar Communication LLC shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance with reasonable dispatch.

This agreement supersedes all prior agreements and constitutes the entire agreement between Clarence Telephone Company/Cedar Communication LLC and the Customer with regard to the purchase of service. Customer agrees that no oral representations of any Clarence Telephone Company/Cedar Communication LLC representative, agent or employee shall modify the terms of this document. Any modification must be in writing and executed by an authorized representative of Clarence Telephone Company/Cedar Communication LLC.