



## **DTC Communications Internet Service Agreement:**

Thanks for choosing DTC Communications. In this Customer Agreement, you'll find important information about your Service, including our ability to make changes to your Service or this agreement's terms, our liability if things don't work as planned and how any disputes between DTC Communications and our customers must be resolved. If you're signing up for Service for a minimum contract term, you'll also find information about that contract term and what happens if you cancel Service early or don't pay on time, including the possibility of an early termination fee you may owe DTC Communications.

### **Term of Service**

\_\_\_\_\_ Your Agreement begins on the day DTC Communications activates your Service(s) and continues through the Term of Service, typically a 12 month or 24 month period. At the end of your service commitment, this Agreement will automatically continue on a month-to-month basis. If your Agreement has no Service Commitment, it is a month-to-month Agreement.

### **\_\_\_\_\_ 12 Month Service Agreement**

\_\_\_\_\_ 1 Year Agreement: You are agreeing to the terms of the one year agreement and agrees to self-install equipment and will be charged a fee of \$\_\_\_\_\_. The terms of this agreement shall be for one year of service.

\_\_\_\_\_ 1 Year Agreement: You are agreeing to the terms of the one year agreement and requires installation and will be charged a fee of \$\_\_\_\_\_. The terms of this agreement shall be for one year of service.

\_\_\_\_\_ If you cancel service prior to completing the term of the contract, you will incur the cost of equipment provided by DTC Communications. Termination shall not prevent DTC Communications from collection of unpaid statements.

\_\_\_\_\_ If you disconnect before the term of the contract, you will be subject to a termination charge of \$99.

### **\_\_\_\_\_ 24 Month Service Agreement**

\_\_\_\_\_ 2 Year Agreement: You are agreeing to the terms of the two year agreement and agrees to self-install equipment and will be charged a fee of \$\_\_\_\_\_. The terms of this agreement shall be for two years of service.

\_\_\_\_\_ 2 Year Agreement: You are agreeing to the terms of the two year agreement and requires installation and will be charged a fee of \$\_\_\_\_\_. The terms of this agreement shall be for two years of service.

\_\_\_\_\_ If you cancel service prior to completing the term of the contract, will incur the cost of equipment provided by DTC Communications. Termination shall not prevent DTC Communications from collection of unpaid statements.

\_\_\_\_\_ If you disconnect before the term of the contract, you will be subject to a termination charge of \$200.

### **DTC Communications Modem**



DTC Communications Internet/DSL Services require customers to use DTC Communications equipment/modem otherwise Customers must purchase a static IP address from DTC Communications.

**The following Terms and Conditions shall apply to all users of DTCcom.Net (DTC Communications) Internet / DSL Services (the "Services").**

**BILLING:** Customer agrees to pay all charges to the Customer's account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable. The recurring monthly fee is due in accordance to the date of the Customer's monthly statement. Monthly fees are non-refundable. The initial payment may include non-recurring installation charges including, but not limited to equipment, inside wiring and other installation fees. Delinquent accounts are subject to immediate termination or suspension of Services at the sole discretion of DTC Communications. If the customer discontinues Service or is disconnected, the Customer agrees to pay a reconnect charge before reconnection.

**INTENDED USE OF THE SERVICE:** Customer agrees not to use the Services in a manner prohibited by any federal or state law or regulation. Customer further agrees to adhere to DTC Communication's Policies and Agreements. Transmission of any material in violation of federal or state law or regulation, including, but not limited to any copyrighted material, material protected by a trade secret or material or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, is prohibited.

**INTERNET PROTOCOL (IP) ADDRESS:** IP addresses are not portable and are not assigned for independent administration or distribution. Customer understands the IP assignments are not guaranteed, and may be modified as required by DTC Communications and/or the American Registry for Internet Numbers (ARIN). Customer cannot alter, modify or tamper with the IP connection of those or any customer on the system.

**RESTRICTIONS:** Customer agrees to limit their use of the services to a single residence or business.

**INSIDE WIRING AND COMPUTER HARDWARE /SOFTWARE INSTALLATION:** Customer acknowledges that the inability of Customer or third party's facilities to access the Services or other operational impediments may preclude or delay delivery of Services. Customer acknowledges that the installation representative may require inside wiring to complete Services delivery at an additional hourly or other charge. Customer further acknowledges this charge will occur at the sole discretion of the installation representative. Customer acknowledges that DTC Communications may need to install hardware and/or software on the



customer computer. The customer agrees that DTC Communications is not liable for any computer problems.

DISCLAIMER OF LIABILITY: THE SERVICES PROVIDED BY DTC COMMUNICATIONS ARE PROVIDED "AS IS." DTC COMMUNICATIONS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT DTC COMMUNICATIONS EXERCISES NO CONTROL OVER THE NATURE, CONTENT OR RELIABILITY OR THE INFORMATION PASSING THROUGH ITS NETWORK. NO ORAL OR WRITTEN INFORMATION OF ADVICE GIVEN BY DTC COMMUNICATIONS, ITS DEALERS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. DTC COMMUNICATIONS MAKES NO WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE INFORMATION AND/OR DATA RESIDING ON OR PASSING THROUGH ANY NETWORK. USE OF ANY INFORMATION OBTAINED FROM OR THROUGH SERVICES PROVIDED BY DTC COMMUNICATIONS WILL BE AT CUSTOMERS OWN RISK. CUSTOMER ACKNOWLEDGES THAT DTC COMMUNICATIONS IS NOT LIABLE FOR ANY ERRORS OR INTERRUPTIONS IN THE SERVICES, WHETHER WITHIN OR OUTSIDE THE CONTROL OF DTC. UNDER NO CIRCUMSTANCES SHALL THE CUSTOMER HOLD DTC COMMUNICATIONS RESPONSIBLE FOR ANY FORM OF DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES SUFFERED FROM, BUT NOT LIMITED TO ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICES CAUSED BY THE NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM ON THE PART OF THE CUSTOMER, DTC COMMUNICATIONS, OR A THIRD PARTY. CUSTOMER UNDERSTANDS THAT TELECOMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS WITHIN AND OUTSIDE OF THE DIRECT CONTROL OF DTC COMMUNICATIONS. UNDER NO CIRCUMSTANCES DO ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS. DTC COMMUNICATIONS RESERVES THE RIGHT TO REFUSE OR TERMINATE SERVICES TO A CUSTOMER FOR ANY VIOLATION OF A TERM OR CONDITION LISTED HEREIN OR A SUBSEQUENT MODIFICATION TO THESE TERMS AND CONDITIONS AS DETERMINED BY DTC COMMUNICATIONS.

**ENTIRE AGREEMENT:** These Terms and Conditions contain the entire agreement and understanding concerning the Services and supercede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written or oral. Without prior notice to Customer, these Terms and Conditions may be modified at any time by DTC Communications. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial and administrative hearings based upon or relating to the Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.



**ASSIGNMENT AND SUCCESSORS IN INTEREST:** All of the Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of Customer. Except as specially stated herein, neither these Terms and Conditions nor any of the rights, interests or obligations of Customer or DTC Communications may be assigned. Any unauthorized assignment or delegation shall be null and void. Notwithstanding the foregoing, DTC Communications may assign or otherwise transfer its rights and obligations to any affiliate (whether by purchase of stock or assets, merger, operation of law, or otherwise) of that portion of its business related to the subject matter hereof.

**VENUE/CHOICE OF LAW:** These Terms and Conditions shall be construed in accordance with the laws of the Tennessee and the United States of America. Any claims or causes of action related to the Internet service must be instituted within one year after the claim or cause of action has arisen or will be barred.

**SEVERABILITY:** In the event that it is determined by a court of competent jurisdiction as a part of a final non-appealable judgment that any provision of these Terms and Conditions (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Terms and Conditions will remain in full force and effect.

**INDEMNIFICATION:** Customer shall indemnify and hold DTC Communications harmless against all claims, losses, damages and liabilities sustained by DTC Communications resulting from, arising out of, or connected with any breach of, or nonfulfillment of any representation, warranty, covenant or agreement made by or other obligation of Customer, and Customer agrees to indemnify and defend DTC Communications from any claims or losses alleged by any third party resulting from the Customer's use or misuse of the services being offered herein.

**ACCEPTABLE INTERNET USE POLICY:**

\_\_\_\_\_ DTC Communications customers agree to follow this Acceptable Use Policy (AUP) and the Terms and Conditions as a condition of Internet use. DTC Communications reserves the right to make changes without notice or waive any part thereof as DTC Communications deems necessary.

Customer agrees not to use the Services in a manner prohibited such as transmission of any material including, but not limited to any copyrighted material, material protected by a trade secret or material or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation.



### **AUP Enforcement**

Customer activity that facilitates a violation of this AUP by any party constitutes a violation of this AUP by the Customer. DTC Communications reserves the right to immediately and without prior notice to filter, block, suspend, and /or terminate access to the Service at any time for any conduct that DTC Communications, in its sole discretion, determines violates or which may violate this AUP or is otherwise harmful to DTC Communications' network/interests or the interests of others. If access is terminated, DTC Communications, in its sole discretion, may refuse to accept all new e-mail sent to the terminated e-mail address and delete Customer's data stored on DTC Communications' service.

### **DTC Communications' Commitment to Our Broadband Internet Customers**

- DTC Communications will not prevent you or other users of our service from sending and receiving the lawful content of your choice; running lawful applications and using lawful services of your choice; or connecting your choice of legal devices that do not harm the network or the provision of Internet access service, facilitate theft of service, or harm other users of the service.
- DTC Communications will not unduly discriminate against any lawful Internet content, application, or service in a manner that causes meaningful harm to competition or to you or other users of our service.
- DTC Communications will continue to disclose accurate and relevant information in plain language about the characteristics and capabilities of our service offerings so you and other users of our service can make informed choices.
- DTC Communications will disclose the types of practices that we use to manage our network, consistent with standards to be developed by industry Technical Advisory Groups; we reserve the right not to disclose technical details that would undermine the efficacy of these practices.
- DTC Communications will continue to offer you an open Internet access service as described above, so that option will remain available to you even as we continue to innovate and create new services so that we may also offer you other online options to meet your needs. If and when we provide other online services, we will continue to disclose to you the characteristics, capabilities and terms of our various service offerings. That way you may distinguish between them as you choose whether, which and how many of our services you wish to use or purchase.

### **SERVICE DETAILS:**

Internet service connection speeds are offered between your location and DTC Communications. Actual data transmission rates may be lower due to Internet congestion, server or router speeds, protocol overheads and other factors which cannot be controlled by DTC Communications. A "best-effort" level of service is all that is guaranteed. If DTC Communications is called to your site and it is determined that the problem is other than DTC Communications Internet service, you will be billed \$65/hour, with a minimum of one hour and pro-rated for each additional half hour increment. DTC Communications-provided equipment is under limited warranty by the manufacturer. DTC Communications will accept returns to faulty equipment for thirty days. DTC Communications is not responsible for equipment purchased/installed by you.



**SUBSCRIBER RIGHTS:**

You have the right to terminate this agreement **in writing** in the event that DTC Communications fails to perform or observe conditions under this agreement within 30 days after receiving written notice of the default. If with diligence and in good faith, repairs cannot be made in thirty days, DTC Communications shall have reasonable, additional time not to exceed 90 days to make amends. If you cancel, suspend or defer any order for services under this agreement after DTC Communications has begun efforts to repair service, you shall pay all related fees and costs reasonable incurred by DTC Communications for the initial term of this agreement. In the event action arising out of or related to the Agreement, including claims for non-payment for amounts owed, DeKalb County, Tennessee shall be the exclusive jurisdiction and legal venue for said action and this Agreement shall be construed according to the laws of the State of Tennessee. This contract supersedes any previous agreements, verbal or written. Periodic amendments to this agreement will be issued as warranted.

**EQUIPMENT:**

In the event of default by Customer, or at the end of the term of service/contract obligations of the parties, the Customer acknowledges and confirms that all equipment provided by DTC Communications to provide said services is the sole and exclusive property of DTC Communications and shall be returned to them within 30 days of the default or expiration of the services in a good workable condition wear and tear excepted. DTC Communications has the Customer's permission to obtain said equipment if necessary from the Customer's property and the Customer holds DTC Communications harmless in their efforts to obtain said equipment due to them. DTC Communications shall have all legal rights available to them to obtain said equipment.

Customer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DTC Communications: \_\_\_\_\_

Date: \_\_\_\_\_