



INTERNET SERVICES TERMS AND CONDITIONS

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LICENSE

In connection with Internet Services, Company grants Customer a non-exclusive, non-transferable, limited license to access the Internet through Company's network together with a non-exclusive license to use Company's Software (as defined below) and accompanying documentation on the terms and conditions set forth in the General Terms and Conditions, the following terms and conditions, Company's [Acceptable Use Policy](#), and any other agreements between Company and Customer relating to Internet Service.

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for Internet Services. By an Internet Services agreement or, using the Internet access offered by or through the Company, the Customer is agreeing to be bound by these Terms and Conditions.

1. Company's Responsibilities.

The Company agrees to:

- 1.1 provide Customers with Internet Services as described in the Internet services agreement and these Terms and Conditions;
- 1.2 take steps to protect Customers' privacy; and
- 1.3 inform the Customer of the legal conditions that apply to Customer use of Internet Service.

2. Customer's Use and Responsibilities.

- 2.1 Customer may: use the Software only with the Internet Services offered by Company in conjunction with the distribution of the Software and Documentation of Company's Internet service with which the Software is bundled; use the Software on any single computer; use the Software on a second computer so long as the first and second computers are not used simultaneously; or copy the Software for archival purposes, provided any copy contains all the original Software proprietary notices.
- 2.2 Customer agrees to:
 - 2.2.1 meet Company's requirements regarding eligibility, payment, and Customer email I.D.;
 - 2.2.2 preserve Company's rights and the rights of others; and
 - 2.2.3 follow Company's Acceptable Use Policy and guidelines as well as observe appropriate etiquette when using Internet Service.
- 2.3 Customer is responsible for all use of Customer's account(s) and confidentiality of password(s). Company will suspend or change access upon notification that Customer's password has been stolen, lost or otherwise possibly compromised. Company is not responsible for Customer's personal files residing online on Company's owned and controlled computers or those of Third Party Providers. Customer will be responsible for independent backup of Customer's data stored online.
- 2.4 If the subscriber is less than 18 years of age, the application must be signed and the terms for use of Company's Internet Service agreed to by a parent or legal guardian, who is responsible for all charges related to the use of the subscriber's account(s).

3. Cancellation.

If Company cancels Customer's account or terminates Customer's Internet agreement for any reason, Customer agrees not to re-register for Internet service without the Company's written permission. Customer agrees that Customer's re-registration for Internet service following the suspension or cancellation of Customer's account by Company without receiving written permission from Company will result in a charge to Customer's account of up to \$500 as well as termination of Customer's account.

4. Internet Services.

The Company is providing High Speed Internet via Fiber to the Home (FTTH).

4.1 Fiber Internet will be provided according to current rates and service offerings. A description of network performance characteristics is available on Company's website at <https://nunntel.com/policies-and-terms/>.

4.2 Internet accounts may not be used for automated, unsupervised use of the Internet or simultaneous connections by multiple people without prior arrangements being made specifically with the Company. Accounts may not be kept connected with a keep-alive of any sort, such as setting an email program to check mail periodically unattended. Company may disconnect connection after extended periods of inactivity or unauthorized use. In order to assist Company in balancing user loads, Company reserves the right to manage maximum session length and terminate sessions that exceed the maximum length even if Customer is actively using the connection.

4.3 Company reserves the right to modify charges and service types at any time.

4.4 From time to time, the Company may develop and offer other types of services and additional variations of service. In that case, the Customer will be notified of options which could be applicable to the Customer.

4.5 Dedicated accounts will be provided to Customers on an individual case basis to be determined between the Company and the Customer.

5. Customer Service.

5.1 Questions regarding Internet Services including improper use of a customer's account or desires to update registration information should be directed to the Company's customer service department (Customer Service) by:

5.1.1 Calling (970) 897-2200

5.1.2 Sending the Company a message by facsimile at (970) 897-2727

5.1.3 Sending the Company an email at customerservice@ezlink.com

5.1.4 Using the links which may be made available on the Company Internet Home Page

5.2 In addition, the Customer may cancel Internet Service by calling (970) 897-2200 or following any other instructions that may be posted on the Customer Internet Home Page.

6. Company's Online Privacy Policy.

6.1 As a customer of Internet Service, Customers give the Company information that the Company uses to conduct its daily business. With the Company's Online [Privacy Policy](#), the Company wants to assure its customers that the Company keeps Customer-identifiable information as confidential as possible.

6.2 In addition to information which identifies Customers of Internet Service ("Customer Identifying Information"), the Company recognizes that concerns over

privacy, especially with the growth of online services, has been increasing. The Company will take reasonable steps to protect the privacy of Customer Identifying Information and to cause Third Parties Contributors to Services to do the same. The Company will not sell, trade or otherwise disclose to third parties any Customer Identifying Information unless legally required to do so. The Company will not access information provided by a customer in the course of using Internet Service except as provided in these Terms and Conditions or by an applicable Service Agreement.

7. Requirements Regarding Eligibility.

- 7.1 Eligibility. Customers may obtain Internet Service by furnishing to the Company an application and registration form. Internet Service Customers must be at least eighteen (18) years old, although a parent or guardian who is, and agrees to be, responsible for all charges and take full responsibility for the account of a person under the age of eighteen (18) may establish an account for use by a person under the age of eighteen (18) but over the age of thirteen (13). The Customer must apply and register using the Customer's own name. Please see [here](#) for more information on Children's Online Privacy Protection Act.
- 7.2 Email I.D. During the application and registration process, the Customer may be asked to enter the name or number the Customer wants as his or her email I.D. Company reserves the right to deny a customer-requested email I.D. in its sole discretion for any reason. If the email I.D. chosen is already in use, or if the Company cannot accept it for any other reason, the Customer will be asked to enter another, change it, or the Company will assign and email I.D. to the Customer.

8. Charges and Billing.

- 8.1 The Customer must pay all charges related to the account and provide all equipment, including computer hardware and software, necessary to connect to and use Internet Service. All charges for Fiber Internet access will be according to rates and prices which are applicable at the time the Customer uses Internet Service or in the case of dedicated accounts at the rates and prices agreed to by the Company and the Customer with respect to the account.
- 8.1.1 Assistance Programs. For more information on these programs, refer to our website on the Resources page at <https://nunntel.com/resources/>.
- 8.1.2 The Lifeline Assistance Program, established by the Federal Communications Commission under 47 CFR 54, is a means of maintaining and preserving universal service by providing a reduction in the recurring price of basic local residential exchange access service, or fixed or mobile broadband service that meets minimum service standards to qualifying low-income residential subscribers.
- 8.1.3 The Affordable Connectivity Program (ACP), established by Congress in the Infrastructure Investment and Jobs Act (IIJA) in conjunction with rules adopted by the Federal Communications Commission, is designed to make broadband service and connected devices available to eligible low-income households at affordable prices. For more information on whether a broadband service customer qualifies for ACP participation, refer to <https://acpbenefit.org/>.
- 8.2 Charges at the date of invoice will include the current month's access fee, the next month's other recurring charges, and additional usage charges incurred during the prior month, if any. Charges will also include any other amounts which are payable by the Customer in connection with Customer's use of Internet Service. The Customer's first bill will be prorated according to the days of service left in

Customer billing period with the Company. Charges will begin from the date the Customer's registration for Internet Service is effective subject to any promotional discounts which the Company may from time to time offer.

- 8.3 Customer also agrees to pay an assessment of \$250.00 for flagrant disregard of the Company's [Acceptable Use Policy](#) or acceptable use policies of a third party provider through which the Company utilizes to provide Internet Services to the Customer as those policies may be modified from time to time. It is at the Company's or third party provider's sole discretion what constitutes flagrant disregard of allowable use by a customer.
- 8.4 The Customer is solely responsible for any local or long distance phone charges accrued in connecting to Internet Service. The Company is not responsible for any phone charges including those unintentionally incurred by a customer for any reason.
- 8.5 If it is necessary to contact the Company from outside the Company's toll free area, the call will not be free.
- 8.6 If the Company changes the Customer's pricing plan, the Company will notify the Customer at least thirty (30) days in advance and allow the Customer to retain the old plan for at least one more billing cycle.

9. Web Service.

- 9.1 Company provides personal web space to Internet customers. Company includes web service in its enhanced packages and hosts commercial web pages for a fee. In all cases, the web pages reside on Company's computer equipment or the equipment of Third Party Providers, giving Company some ethical responsibility for the content of such pages. Company will handle potentially inappropriate web pages on a case- by-case basis. Examples of inappropriate information include downloadable virus code and obscene materials.
- 9.2 Personal web space provided under any residential service may not be used for commercial purposes, including an attempt to sell a product or service. Only web space provided under non-residential services accounts may be used for commercial activity.
- 9.3 Domain name service is available as an optional service. Customer is responsible for domain name registration with Company or another domain name registry and for any fees charged by the registry. Company charges a setup fee for adding Customer's registered name on Company's domain name server or a Third Party Provider's server. See Company Rate Schedule for current fees.
- 9.4 Company grants customer a non-exclusive, non-transferable, limited license to store documents on a Company Internet World Wide Web server, and to use the server at burst bandwidth speeds up to Company's full capacity. Company will bill for usage in accordance with rate and prices published online at the time of use.

10. Customer's Risk; No Warranty and Limitation of Liability.

THE CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE OF INTERNET SERVICE AND OF CUSTOMER'S ACCOUNT. THE COMPANY IS NOT RESPONSIBLE FOR (1) CUSTOMER'S PERSONAL FILES RESIDING ON LINE ON COMPANY OWNED AND CONTROLLED COMPUTERS OR COMPUTERS OR EQUIPMENT OF COMMON CARRIERS OR THIRD PARTY PROVIDERS, (2) CUSTOMER'S INABILITY OR FAILURE TO PERFORM RESEARCH OR RELATED WORK OR TO WORK PROPERLY OR COMPLETELY, OR (3) FAILURE OF ANY COMMUNICATIONS SYSTEMS OR DEVICES. COMPANY, COMMON CARRIERS AND THIRD PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR COST (INCLUDING LOST PROFITS OR CONSEQUENTIAL, EXEMPLARY,

INCIDENTAL, INDIRECT OR SPECIAL DAMAGES) CUSTOMER OR ANYONE ELSE USING CUSTOMER'S ACCOUNT MIGHT INCUR DUE TO USE OR INABILITY TO USE NUNN TELEPHONE COMPANY'S INTERNET SERVICE OR FOR ANY OTHER REASON. IF CUSTOMER LIVES IN A STATE WHOSE LAWS PREVENT CUSTOMER FROM TAKING FULL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE OF THE NUNN TELEPHONE COMPANY INTERNET SERVICE, COMPANY'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY LAW. IN NO EVENT SHALL COMPANY'S LIABILITY OR THE LIABILITY OF THIRD PARTY CONTRIBUTORS TO SERVICE EXCEED (a) ACTUAL DAMAGES FOR INJURY TO PROPERTY OR PERSON CAUSED BY COMPANY'S NEGLIGENCE, OR (b) FOR ALL OTHER CLAIMS, ACTIONS OR DAMAGES PERMITTED UNDER THESE TERMS AND CONDITIONS OR ANY APPLICABLE SERVICE AGREEMENT, COMPANY'S SERVICE CHARGES DURING THE AFFECTED PERIOD.

- 10.1 CUSTOMER IS RESPONSIBLE FOR ALL USE OF THE CUSTOMER'S ACCOUNT AND CONFIDENTIALITY OF PASSWORD(S). COMPANY WILL SUSPEND OR CHANGE ACCESS UPON NOTIFICATION THAT CUSTOMER'S PASSWORD HAS BEEN STOLEN, LOST OR OTHERWISE POSSIBLY COMPROMISED.
- 10.2 CUSTOMER WILL BE RESPONSIBLE FOR ALL ACCESS TO AND USE OF INTERNET SERVICE BY CUSTOMER'S FAMILY MEMBERS, THE CUSTOMER'S PERSONNEL OR OTHERS WHO ACCESS THE SERVICE THROUGH CUSTOMER OR CUSTOMER'S EQUIPMENT, WHETHER OR NOT CUSTOMER HAD KNOWLEDGE OF OR AUTHORIZED THE ACCESS OR USE.

11. Customer Obligation for Protection.

There is a wide variety and quantity of information available through the Internet using the Nunn Telephone Company's Internet Service. Neither Company nor Third Party Contributors to Service have control over most of what is accessible through the Service. Customer is *solely* responsible for protecting Customer from harmful or inaccurate information.

12. Company's Rights and the Rights of Others.

The Internet Service enables Customer to contribute to and gain from a wealth of materials available on the Internet. Some of these are owned by Company and others are owned by third parties. It is important that everyone's rights be preserved. For this reason, Customer must:

- 12.1 print and download material from the Internet Service for Customer's *own non-commercial purposes* only unless permission has been granted by the provider of the material for other uses;
- 12.2 *limit the number of copies* Customer makes of Internet Service-related materials;
- 12.3 *not alter* any aspect of the Internet Service;
- 12.4 *comply with the terms and conditions* of third parties who provide Customer with materials, including Software; and
- 12.5 not deliberately or accidentally *export the Software* to countries to which the U.S. prohibits export.

13. Allowable Use and Internet Etiquette.

For the Internet Service to be useful to all Customers, it is important that certain guidelines be followed for the use of the Internet Service. It is not the intention of Company to control or monitor Customer's online communication, but Company does reserve the right to edit or remove material of which Company becomes aware and which it determines may be harmful, offensive, illegal or otherwise in violation of Company's

policies. Violations of Company's policies may also be a basis for suspending or terminating Customer's account with the Internet Service. The statements and guidelines which follow are applicable to all aspects of the Internet Service, including email, news groups, chat rooms, and web pages. Company may change the statements and guidelines at any time. The Customer will be informed of the changes in a manner provided in these Terms and Conditions or an applicable Internet Service Agreement.

13.1 Our [Acceptable Use Policy \(AUP\)](#), on our website at www.nunntel.com, is intended to enhance the use of the internet by preventing unacceptable use of any service NTC provides. All Users, Licensees and/or Resellers of NTC Internet Services and their Users are bound by this policy from the publication of this notice on the websites of NTC.

13.2 Customers may register for multiple Internet Service accounts.

13.3 Company does not tolerate infringement of copyrighted material. Company will handle complaints regarding copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA). For more information about Company's DMCA Policy, or to file a Notice of copyright infringement, see Company's DMCA Policy located on Company's website at <https://nunntel.com/policies-and-terms/>.

14. Unauthorized Use of Account.

14.1 Company will strongly react to any use or attempted use of an Internet Service account or computer without the owner's authorization. These types of attempts include "social engineering" (tricking other people into releasing their passwords), password cracking, security hole scanning, denial-of-service attacks (ping-flooding, sending packets with an illegal or improper packet size, UDP flooding, half-open connection flooding) and the like.

14.2 Incidents of harassment or abusive use of email will be dealt with on a case-by-case basis with consultation being conducted with all parties involved.

14.3 Any unauthorized use of accounts or computers by a customer, whether or not the attacked account or computer belongs to Company or Customer, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and legal action, according to the seriousness of the attack.

15. General Statements Regarding the Internet.

15.1 Company recognizes that the legal status of the Internet has not yet been resolved totally or satisfactorily, either through legislation or court precedent. Company believes the First Amendment rights of free speech; freedom of the press and freedom of association apply to the Internet to the same degree as they do to print media and that any attempt to infringe upon those rights is not legitimate. There are, however, restrictions where Company or Third Party Providers are required to make determinations regarding the legality and propriety of material placed on the Internet Service or use of the Internet Service. In making those determinations, Company for its part will endeavor to be guided by appropriate legal principles.

15.2 Electronic mail passes through multiple mail servers on the Internet as it passes from source to destination. Privacy can never be guaranteed from every possible mail server. Users seeking total privacy should use some encryption scheme to render messages unreadable by eavesdroppers. Company places a high value on privacy and will only examine users' mail when absolutely required, for example when troubleshooting email delivery problems, when presented with complaints regarding unauthorized or illegal email, spamming and other improper use of email services, or being presented with a search warrant for the information.

16. Limitations on Resource Usage.

The Company reserves the right to impose limits on the total amount of data storage space and other resources available for Customer use on Company operated computers, network facilities, or Third Party Provider networks. Limits will be established from time to time for the accounts with email service.

17. Ownership and License.

17.1 All aspects of the Internet Service (except portions owned by Third Party Providers who contribute to the Internet Service) are copyrighted as a collective work under U.S. copyright laws and are owned by the Company – including Company trademarks, service marks and logos.

17.2 Company also has, and Customer grants it, a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sublicense, to use in any way any ideas or materials Customer submits, to Company or the Internet Service.

17.3 Trademarks, service marks, and logos owned by third parties remain the property of those third parties.

18. Copies of Software.

Unless Customer has the express written consent of the copyright owner, Customer is limited to making one machine readable copy, one backup copy, and one print copy of any Company-provided materials available from Company or copies permitted by a Third Party Provider under the Third Party Provider's terms and conditions.

19. Software Export.

19.1 The words "export" and "re-export" mean transferring or releasing the Software to another country or to a national of another country. The Software is a not-for-export product. None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported:

19.1.1 into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Yugoslavia, Iran, Syria or any country to which the United States has embargoed goods; or

19.1.2 to anyone on the U.S. Treasury Department's list of Specially Designated nationals or the U.S. Commerce Department's Table of Denial Orders.

19.2 By downloading or using the Software, the Customer represents and warrants to the Company that the Customer is a U.S. citizen, U.S. resident alien, or Canadian citizen and the Customer is agreeing to the foregoing and is representing and warranting that Customer is not located in, under the control of, or a national or resident of any such country or on any such list.