

End User Agreement

Agreement

All LTIS.Net customers enter into a service agreement ("Agreement") by virtue of using our products and services. This Agreement is printed on paper and is available to any user who asks for a copy, and is posted on the LTIS website at www.ltis.net. By using our service, each customer agrees to this Agreement. As a convenience, this Agreement is reproduced in substantially the same form below. If you have any questions about this Agreement, please refer to contact information at the bottom of this Agreement.

Terms and Conditions

THIS AGREEMENT is entered into between Lackawaxen Telecommunications Services ("LTIS" or "Company") and the person or entity that makes use of LTIS Internet services and/or products ("Customer") and is subject to acceptance by Company. Customer's acceptance is limited to the terms and conditions of this offer. No additions or subtractions by Customer are acceptable unless and until expressly and mutually agreed upon in writing.

1. **PROVISION OF SERVICE.** Company shall provide and Customer shall accept Internet Service (all Internet related services provided by Company offered herein and hereinafter defined as "Service" or "Internet Service") at the applicable rates and charges, subject to the terms and conditions specified in this agreement. Company shall provide Customer with an Internet access account ID(s) and phone number(s) by which the Customer may use Company's Internet system. Customer shall not have any proprietary right to the access account ID(s) and phone number(s) provided to it by Company. Except as otherwise agreed by Company in writing, Company reserves the right to revise, in its sole discretion, the rates, terms, and conditions of this agreement with Customer upon at least 30 days' written notice to the Customer, such notice to be given at least 30 days' prior to the end of the then-current contract term. Customer agrees to pay for Service pursuant to such revised rates, terms and conditions, unless Customer terminates this agreement in accordance with the terms and conditions of this agreement. Company reserves the right to assign, designate or change access account ID(s) and phone number(s) when, in its sole discretion, such assignment designation or change is reasonable or necessary in the conduct of its business. Service is subject to transmission limitations caused by atmospheric, topographical and any other like conditions. Additionally, Service may be temporarily refused, limited, interrupted or curtailed due to government, regulations or orders, system capacity limitations, limitations imposed by an underlying communication carrier, or because equipment modifications, upgrades, repairs or reallocations or other similar activities necessary or proper for the operation or improvement of Company's Internet system.
2. **USE OF SERVICE AND EQUIPMENT.** Service and equipment are furnished for use by Customer for any lawful purpose. Customer warrants Customer is at least 18 years old.
3. **CUSTOMER SERVICE REQUESTS.** Applications for activation will be accepted only in writing via facsimile transmission, US mail, or in person at the Company office. Requests for change or discontinuance of Service will be accepted by telephone call as well as fax, mail or in person.
4. **PRIVACY RIGHTS.** Customer acknowledges and agrees that there are limited technical means available to provide privacy and security on the Internet. LTIS will not intentionally disclose the contents of private files to third parties without Customers' written permission or a court order or subpoena. However, LTIS reserves the right to inspect electronic mail ("e-mail") if necessary to debug electronic mail software or to reroute electronic mail that has been misaddressed or misrouted. System administration tasks may also expose the contents of Customer's files to LTIS personnel. For its part, Customer recognizes that there are unscrupulous people who know how to circumvent system security. Accordingly, Customer agrees to guard its password(s) carefully by treating it as private

and confidential information, move private and important files to its own system if possible and will not send by e-mail or keep online anything that it does not want read by others.

5. COOPERATION WITH LAW ENFORCEMENT. LTIS will cooperate with law enforcement and with other system administrators in the legitimate investigation of suspicious activity. Intentional violations of privacy of other users by Customer, whether on the LTIS system or at another site, will be grounds for immediate termination of Customer's service and may make Customer subject to civil or criminal penalties.
6. RESALE AND SHARING RESTRICTIONS. The sharing of passwords or accounts is strictly prohibited and violators are subject to cancellation of such Customer's service without prior notice. The resale of the Service or any other associated services by any and all means is restricted unless approved in advance in writing by LTIS. All LTIS service accounts, whether for individual or business customers are single user/station accounts. Sharing the accounts with persons other than family members residing in an individual Customer's household, whether for compensation or otherwise is strictly prohibited.
7. LIMITATION OF COMPANY'S LIABILITY.

(a) CUSTOMER UNDERSTANDS THAT ALTERNATIVE AND COMPETING INTERNET COMMUNICATIONS CARRIERS ARE AVAILABLE TO CUSTOMER; OCCASIONAL INTERRUPTION OR IRREGULARITIES IN THE SERVICE MAY OCCUR; ANY POTENTIAL HARM FROM INTERRUPTIONS OR IRREGULARITIES IN THE SERVICE IS SPECULATIVE IN NATURE; COMPANY CANNOT OFFER THE SERVICE AT RATES WHICH REFLECT ITS VALUE TO EACH CUSTOMER; AND COMPANY ASSUMES NO RESPONSIBILITY OTHER THAN THAT CONTAINED IN THIS AGREEMENT. ACCORDINGLY, CUSTOMER AGREES THAT EXCEPT AS LIMITED BY LAW, COMPANY'S SOLE LIABILITY FOR LOSS OR DAMAGE ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN THE SERVICE OR TRANSMISSION OF SERVICE PROVIDED BY COMPANY OR ANY UNDERLYING COMMUNICATIONS CARRIER, OR FOR LOSSES OR DAMAGES ARISING OUT OF THE FAILURE OF COMPANY OR ANY UNDERLYING COMMUNICATIONS CARRIER TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION SHALL BE AS FOLLOWS:

(i) A CREDIT ALLOWANCE AS DESCRIBED IN SUBSECTION 4(a) (iii) BELOW, WILL BE MADE AT THE CUSTOMER'S REQUEST IN THE FORM OF A PRO-RATA ADJUSTMENT OF THE FIXED MONTHLY CHARGES BILLED TO THE CUSTOMER. FIXED MONTHLY CHARGES ARE THE MONTHLY CHARGES FOR ACCESS AND OPTIONAL FEATURES PER ACCESS ACCOUNT ID, ALL AS DESCRIBED IN THE SCHEDULE OF RATES AND CHARGES IN EFFECT AT THE TIME OF INTERRUPTION.

(ii) SUCH CREDIT ALLOWANCE WILL BE BASED UPON THE PERIOD OF THE TIME WHICH SUCH MISTAKES, OMISSIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE OR ITS TRANSMISSION CAUSED INTERRUPTIONS IN THE RENDERING OF THE SERVICE. ANY SUCH PERIOD OF TIME AN INTERRUPTION OCCURS WILL BE MEASURED FROM THE TIME IT IS REPORTED TO COMPANY. IN THE EVENT CUSTOMER IS AFFECTED BY SUCH INTERRUPTION FOR A PERIOD OF LESS THAN 24 HOURS, NO SUCH ADJUSTMENT SHALL BE MADE. WHEN AN INTERRUPTION EXCEEDS 24 HOURS, THE LENGTH OF THE INTERRUPTION WILL BE MEASURED IN 24 HOUR DAYS, A FRACTION OF A DAY CONSISTING OF LESS THAN 12 HOURS WILL NOT BE CREDITED, BUT A PERIOD OF 12 HOURS OR MORE WILL BE CONSIDERED AN ADDITIONAL DAY.

(iii) THE CREDIT ALLOWANCE WILL BE COMPUTED BY DIVIDING THE LENGTH OF THE SERVICE INTERRUPTION BY A STANDARD 30-DAY MONTH AND THEN

MULTIPLYING THE RESULT BY COMPANY'S FIXED MONTHLY CHARGES FOR EACH INTERRUPTED ACCESS ACCOUNT ID. IN NO CASE WILL THE CREDIT EXCEED THE FIXED MONTHLY CHARGES.

(iv) A CREDIT ALLOWANCE WILL NOT BE GIVEN FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS, OR CURTAILMENTS IN THE SERVICE CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF CUSTOMERS OR OTHER PARTIES, OR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS CAUSED BY FAILURE OF EQUIPMENT OR SERVICE NOT PROVIDED BY COMPANY. (v) THE SERVICE FURNISHED BY COMPANY, IN ADDITION TO THE LIMITATIONS SET FORTH PRECEDING, IS ALSO SUBJECT TO THE FOLLOWING LIMITATION: THE LIABILITY OF COMPANY FOR LOSS OR DAMAGE ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICE, ITS TRANSMISSION OR FAILURES OR DEFECTS IN FACILITIES OF THE UNDERLYING COMMUNICATIONS CARRIER, OCCURRING IN THE COURSE OF FURNISHING SERVICE AND NOT CAUSED BY THE NEGLIGENCE OF THE AUTHORIZED USER, OR THE UNDERLYING COMMUNICATIONS CARRIER IN THE FAILING TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION AND TO EXERCISE REASONABLE SUPERVISION, SHALL IN NO EVENT EXCEED AN AMOUNT EQUIVALENT TO THE PROPORTIONATE FIXED MONTHLY CHARGE TO THE AUTHORIZED USER FOR SERVICE DURING THE PERIOD OF TIME IN WHICH SUCH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, OR DEFECTS IN SERVICE, ITS TRANSMISSION, OR FAILURES OR DEFECTS IN FACILITIES FURNISHED BY COMPANY OR THE UNDERLYING COMMUNICATIONS CARRIER OCCURRED.

(b) Company shall in no event be liable for service or equipment interruptions or delays in transmission, errors or defects in service or equipment, when caused by acts of god, fire, riots, government authorities, default of supplier, or other causes beyond Company's or any underlying communication carrier's control.

(c) Customer acknowledges that Internet systems use public access facilities to transmit voice and data communications and that the service may not be completely private. Company is not liable to Customer for any claims, loss, damages or costs which may result from lack of privacy on the system.

(d) Customer acknowledges that Internet systems may carry material which may be considered abusive, profane or sexually offensive and that Company is not liable to Customer for any claims, loss, damages, or cost which may result from such material.

(e) Customer hereby agrees to indemnify and save Company harmless against claims for libel, slander, or infringement or copyright from the material in any form over its facilities by Customer or those using Customer's equipment; against claimed for infringement of patents arising from combining or using apparatus or systems of Customer with the facilities of Company or any communication carrier; and against all other claims arising out of any act or omission of Customer in connection with the facilities or service provided by Company.

8. DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES.

(a) CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT THE MANUFACTURER OF EQUIPMENT AND INTERNET PACKAGE SOFTWARE, AND COMPANY HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, DIRECT OR INDIRECT, EXPRESS AND IMPLIED, written or oral, in connection with the Equipment or service or internet package softWARE (WHETHER PURCHASED OR LEASED BY CUSTOMER FROM COMPANY OR ANOTHER), INCLUDING BUT NOT

LIMITED TO ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF SUITABILITY, DURABILITY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY TO THE EXTENT PERMITTED BY LAW ASSIGNS TO CUSTOMER ANY AND ALL MANUFACTURERS' WARRANTIES RELATING TO EQUIPMENT OR INTERNET PACKAGE SOFTWARE PURCHASED BY CUSTOMER, AND CUSTOMER ACKNOWLEDGES RECEIPT OF ANY AND ALL SUCH MANUFACTURERS' WARRANTIES.

(b)CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY DEFECTS IN THE EQUIPMENT OR SOFTWARE INCLUDING MANUFACTURE OR DESIGN, SHALL BE AGAINST THE MANUFACTURER OF THE EQUIPMENT OR SOFTWARE UNDER THE MANUFACTURER'S WARRANTIES AND THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER IN ANY EVENT FOR ANY LOSS, DAMAGE, INJURY, OR EXPENSE OF ANY KIND OR NATURE RELATED DIRECTLY OR INDIRECTLY TO ANY EQUIPMENT OR SOFTWARE OR SERVICE PROVIDED HEREUNDER, WITHOUT LIMITING THE ABOVE, COMPANY SHALL HAVE NO LIABILITY OR OBLIGATION TO CUSTOMER, IN EITHER CONTRACT OR TORT, FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCURRED BY CUSTOMER, SUCH AS, BUT NOT LIMITED TO, CLAIMS OR DAMAGES FOR PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSSES OF ANY KIND INCURRED BY CUSTOMER DIRECTLY OR INDIRECTLY RESULTING FROM OR RELATED TO ANY EQUIPMENT OR SERVICE OR SOFTWARE DESCRIBED HEREUNDER, WHETHER OR NOT CAUSED BY COMPANY'S NEGLIGENCE, TO THE FULL EXTENT SAME MAY BE DISCLAIMED BY LAW. ANY REFERENCES TO EQUIPMENT OR SOFTWARE IN THIS PACKAGE SHALL BE DEEMED TO APPLY TO ALL EQUIPMENT OR SOFTWARE PURCHASED BY CUSTOMER OR LEASED BY CUSTOMER FROM COMPANY OR ANOTHER LESSOR. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION MAY NOT APPLY. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE.

9. INDEMNIFICATION AND RELEASE. Customer agrees to release, defend, indemnify and hold harmless Company, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this agreement, including, without limitation, claims for personal injury or wrongful death to Customer or users of the equipment, products or services provided by Company or sued in conjunction with such equipment, products or services provided by Company and arising out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the equipment or service, or arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of Company, its agents or employees.
10. OPERATING RULES. Customer agrees not to publish on or over the Internet content, which violates or infringes upon the rights of any other. If Company is challenged by any third party regarding the suitability of Customer's content; Company may at Company's sole discretion delete Customer's content from the Internet service. Customer agrees not to send unsolicited electronic mail to Company's subscribers without Company's explicit written permission for each instance of communication.
11. CONTENT. LTIS by providing Service does not, in any way, control or edit the content of any material placed in the Internet by its Customers or by any third party, nor does it in any way control, limit, or edit the material or its content which Customer may access or become exposed to on the Internet. Customer is solely responsible for any information

which it places on the Internet, which it accesses on the Internet or which it uses through the service; in particular, Customer is solely responsible for the legality of any such information of the access or use thereof. However, if Company is challenged by any third party regarding the suitability of Customer's content. Company may, at its sole discretion, delete Customer's content from its Service. Some information accessible on the Internet may be offensive either because of its content (including sexually explicit material), or the language used in expressing ideas. Customer is solely responsible for choosing to view or not to view any material it accesses on the Internet. In addition, some content may be inappropriate for minors. Customer is solely responsible for overseeing use of Service by minors and for taking such action as may be deemed appropriate by Customer to restrict, in full or in part, access to Service. LTIS, its employees and agents expressly disclaim any and all liability from all claims for damages arising out of, or claimed to arise out of, encountering any such material.

12. **INTELLECTUAL PROPERTY RIGHTS.** The Service may only be used for lawful purposes. Some material available on the Internet may be copyrighted or constitute a trade secret, and some material may have been placed on the Internet in violation of U.S. or other copyright laws. Customer is solely responsible for determining the legal status of any intellectual property it uses or duplicates using the Service. Any use by Customer of the Service for unlawful purposes will constitute grounds for LTIS to immediately terminate Customer's service.
13. **RATES.** Current rates for Service and related fees, including setup fees, can be accessed by telephone at (570) 685-7111 or online at www.ltis.net. Basic rates for Service are billed and payable in advance. Charges for usage, if not included in basic rates are billed in arrears. Unless otherwise agreed by Company, Customer will be charged a minimum of one minute of connected time for each connected call. Chargeable connected time is measured from the time of channel seizure to channel termination for connected calls and shall be rounded up to the next one minute increment.
14. **BILLING.** Customer's usage billing period begins on the first day of each month and ends on the last day of each month. The Company will furnish a bill to the Customer on a monthly basis by U.S. mail to Customer's last known address as stated in the Company's records. Customer agrees to provide LTIS with any change of Customer's billing address. Bills will be sent to the Customer by the first of the month with payment due by the 20th of the month. All charges billed will be considered valid unless disputed in writing within 20 days of the date of the bill.
15. **PAYMENT.** Customer payments of the monthly bills are due by the 20th of each month. Payments may be made in the form of business or personal check made payable to: "Lackawaxen Telecommunications Services." Payments should be forwarded to: Lackawaxen Telecommunications Services, P.O. Box 8, Rowland, PA 18457-0008. Customer will include Service account number with payment. When payment for Service or equipment is made by check or draft, a charge of \$30.00 may be made by Company for each time such item is returned unpaid to Company for any reason except to the extent limited by law. Payments received after the due date may incur a late payment charge of the lesser of 1.25% or the highest rate permitted by law of the unpaid balance for each month or fraction that such balance shall remain unpaid. If any amount remains unpaid for a period of more than 20 days after the due date of the bill, LTIS has the right to suspend or terminate Service. Such suspension or termination of Service does not relieve Customer of the obligation to pay all of Customer's account charges. Customer further agrees to pay all charges for all products and services furnished by Company, including all service fees, connection charges, sales and use taxes, duties, or levies which are required by law as well as all attorney and collection fees arising from efforts to collect any unpaid balance on Customer's account. In the event that Customer's equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer shall nonetheless be liable for all use and other charges attributable to the Internet access account ID until such time as Company is notified of the loss, theft, or other occurrence. Unless otherwise agreed by Company, Customer shall be responsible for all outstanding charges for service rendered and shall be responsible for all charges

- through the end of the billing cycle within which termination occurs, without proration of any such charge.
16. REACTIVATION. If Customer's Service is terminated for any reason and Customer subsequently meets the credit/deposit requirements for reactivation as set by LTIS, Customer may reactive for the first time at no charge. In case of any subsequent reactivation, LTIS will charge Customer a reactivation fee of \$25.00.
 17. INVOLUNTARY TERMINATION FOR MISUSE OR NONPAYMENT. LTIS reserves the right to immediately terminate Service of any Customer who jeopardizes the efficiency of the system by sending unsolicited commercial e-mail or posting commercial messages inappropriate newsgroups, for the unlawful tracking of access codes, credit card numbers or similar information or for nonpayment of amounts due as stated in paragraph 15. All use of the Service must conform to the restrictions associated with Customer's account and as set forth herein. LTIS reserves the right to terminate the Service if Customer violates such restrictions. LTIS may terminate Service at any time upon any violation by the Customer of any terms and conditions contained herein. Otherwise, LTIS may terminate Service upon 30 days prior written notice to Customer. If Customer's account includes space on LTIS' server, Customer acknowledges that anything in this space will be deleted upon termination of Service.
 18. VOLUNTARY TERMINATION. Customer may cancel its Service at any time if not under contract. Customer will be responsible for paying the cost of the Service incurred on a prorated basis. Customer may provide written notice of Customer's intention to terminate Internet Service by e-mail directed to customerservice@ltis.net or by U.S. mail to: Lackawaxen Telecommunications Services, P.O. Box 8, Rowland, PA 18457-0008, or by telephone at 570-685-7111. PENALTY- If the Customer decides to cancel the service before the contract end date, the Customer will be responsible for a penalty fee. The fee is equivalent to the cost of the remaining months of the service contract plus \$120.00.
 19. DEFAULT AND WAIVER.

(a) In the event that Customer shall default in the payment when due of any sum due hereunder, or in the event of any default or breach of the terms and/or conditions of this agreement, or if any proceeding in bankruptcy, receivership or insolvency or petition for receivership shall be instituted by or against Customer, Company, at its option, may:

- i. Proceed by appropriate court action or actions to enforce performance by Customer of the applicable covenants and terms of this agreement or to recover damages for the breach thereof; and/or
- ii. Terminate this agreement, whereupon all rights and interests of Customer shall terminate and Customer shall remain liable for all Services provided.

(b) Customer shall pay to Company on demand any and all past due amounts which Company may sustain by reason of such default or breach by Customer, together with all other charges as provided by this agreement, reasonable attorney's fees incurred by Company in connection with such breach or default and all other costs and expenses incurred by Company in collecting such amounts. All amounts shall be payable by Customer without set off or deduction of any kind.

(c) The remedies provided in favor of Company in the event of default shall not be deemed to be exclusive but shall be in addition to all other remedies in its favor existing at law.

(d) No failure on the part of Company to exercise any right or remedy arising directly or indirectly under this agreement shall operate as a waiver of any right or remedy it may have nor shall an exercise of any right or remedy by Company preclude any other right or remedy Company may have.

20. **CHANGES IN TERMS.** LTIS reserves the right to change the rates and otherwise modify the terms and conditions of this Agreement by notifying the Customer 30 days in advance of the effective date of such changes by written notice, e-mail, or by posting on the Company's website. If Customer does not request its Service terminated, it will be conclusively presumed that Customer consents to the new terms, conditions and rates as so notified.
21. **VIRUS PROTECTION.** The Internet may contain viruses which, if not eliminated, may destroy all or part of the data contained in Customer's computer. LTIS has no control over the existence or elimination of any such viruses. Customer agrees to provide its own mechanism for checking its computer system for viruses obtained through the Service. Further, Customer agrees not to include, knowingly or unknowingly, any virus onto the Internet system or LTIS' hosts. Customer will hold LTIS, its officers, board members, employees and agents harmless for any damages resulting from any viruses introduced by Customer onto the Internet or into LTIS' systems.
22. **ENTIRE AGREEMENT AND GOVERNING LAW.** Customer acknowledges that this agreement contains the entire agreement between the parties relating to the services and/or equipment described in this agreement and that Company and its employees have not made orally or in writing any representations, warranties or agreements inconsistent with the terms of this agreement. No modification, change or alteration of any of the terms of this agreement shall be valid unless in writing and signed by Company and Customer except as otherwise proved herein. This agreement supersedes all prior agreements and understandings; both oral and written, with respect to the subject matter hereof. Customer agrees to notify Company within 30 days of any change of Customer's address. This agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the County of Pike.
23. **SEVERABLE PROVISIONS.** If any part of this agreement is contrary or prohibited by or deemed invalid under applicable laws and regulations of any applicable jurisdiction, the remaining provisions and parts thereof shall remain and be construed in full force and effect to the extent permitted by law.
24. **RENEWAL AND TERMINATION.** Unless Customer and Company terminates this agreement as provided herein, and except as otherwise agreed, upon completion of any initial term of this agreement, this agreement shall renew on a month-to-month basis. Notice of Customer's intent to terminate this agreement shall be made to Company by phone call or in writing to the office of the Lackawaxen Telecommunications Services. Company reserves the right not to renew this agreement at any time prior to the conclusion of the initial or any renewable term by giving Customer notice of same.

Lackawaxen Telecommunications Services
Box 8 Hotel Rd.
Rowland, PA 18457
570-685-7111 or
1-800-647-7781
customerservice@ltis.net