

# BTC Broadband Internet Service Agreement

Ballard Rural Telephone Cooperative Corp., Inc. and its affiliates ("BTC Broadband," "us," or "we") provides Internet access (the "Service") to Customer ("you") subject to your agreement and compliance with the terms and conditions below (the "Agreement").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SERVICE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, AND DO NOT WISH TO BE BOUND BY THEM, YOU MAY NOT ACCESS OR USE THE SERVICE.

## I. REGISTRATION

A. In order to register for the Service, you must be at least 18 years of age, and you hereby represent and certify to BTC Broadband that you are at least 18 years of age. If you are a parent or legal guardian, you may authorize a minor under your control to use your account under supervision. You promise to adequately supervise the minor and are responsible for the minor's use of the Service. You further promise to indemnify and hold harmless BTC Broadband for the minor's use of the Service. You agree that you are fully responsible for such minor's conduct while using the Service, and for any consequences if the minor misuses the Service or the software, or otherwise violates this Agreement.

B. You further represent and certify to BTC Broadband that all information provided by you to BTC Broadband in connection with your registration, whether on-line or otherwise, is accurate, complete and current. You further agree to timely notify BTC Broadband of any changes to such information.

C. You agree that you may not, and shall not, transfer your account to another person without the prior written approval from BTC Broadband.

D. You agree to pay BTC Broadband's current charges in effect from time to time for all Internet access through your account, including but not limited to registration or monthly fees, connect time charges, minimum charges and other charges incurred by you or anyone using your password or account (unless we are notified by you pursuant to Section I.E.) at the rates in effect for the billing period in which those charges are incurred, including but not limited to charges for any purchases made through the Service and any surcharges incurred while using any supplemental networks or services other than the Service. You agree to pay all applicable taxes related to use of the Service. You agree that BTC Broadband has reserved the right to change all rates or to institute new rates and/or changes at any time. You further agree that you will be liable for all attorney's fees and collection fees arising from efforts to collect any unpaid balance on your account(s). Billing will be on a monthly basis and you agree that BTC Broadband may, in its sole discretion, change or modify the billing period without notice to you.

E. You agree that you are responsible for maintaining the confidentiality of all passwords issued to you by BTC Broadband to access the Internet. You are responsible for all charges resulting from the use of your password(s) and account in connection with the Service. If your account or password is accessed or used without your permission, you agree that you remain responsible for all such activities and charges until you notify BTC Broadband of an unauthorized use of your password and account by calling 270-665-5186.

## II. USE OF THE INTERNET

A. You understand that except for our websites (for example, <https://btcservices.org>) BTC Broadband does not operate nor control the contents of the Internet in any way, and that all merchandise, information and services offered or made available or accessible on the Internet

generally are offered or made available or accessible by third parties who are not affiliated with BTC Broadband.

YOU AGREE THAT YOU ARE TOTALLY RESPONSIBLE AND ASSUME THE RISK FOR YOUR USE OF THE SERVICE and the Internet. BTC Broadband and its affiliates make NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or service provided through any BTC Broadband service or on the Internet generally, and THEY SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE arising either directly or indirectly from any such transaction. YOU FURTHER AGREE THAT IT IS YOUR SOLE RESPONSIBILITY to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided to the Service or the Internet generally.

B. YOU UNDERSTAND AND FURTHER ASSUME THE RISK THAT THE INTERNET CONTAINS UNEDITED MATERIALS some of which are sexually explicit or may be offensive to you. YOU AGREE that access to such materials is AT YOUR OWN RISK. BTC Broadband has no control over and ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

C. You agree that it is your responsibility to provide all telephone and other equipment and services necessary to access the Service.

D. Unless you receive the prior written approval of BTC Broadband, you agree that you may not, and will not, reproduce, redistribute, retransmit, publish or otherwise transfer, or commercially exploit, any information, software or other content which you receive through the Service.

### III. NO SERVICE WARRANTIES

A. THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No advice or information given by BTC Broadband, its affiliates or its contractors or their respective employees shall create a warranty. NEITHER BTC Broadband NOR ITS AFFILIATES WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR that any information, software or other material accessible on the Service is FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

B. UNDER NO CIRCUMSTANCES SHALL BTC Broadband, ITS AFFILIATES OR ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL damages that result in any way from your use of or your inability to use the Service or to access the Internet or any part thereof, or your reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.

C. If you are dissatisfied with the Service, or with any terms, conditions, rules, policies, guidelines or practices of BTC Broadband in operating the Service, your sole and exclusive remedy is to discontinue using the Service.

### IV. PROPERTY RIGHTS AND COPYRIGHTED MATERIAL

A. You agree that all content accessed through the Service is the property of the applicable content owner and may be protected by applicable copyright law. This Agreement gives you no rights to such content.

B. Except as expressly permitted herein or by applicable law, BTC Broadband and its supplier(s) retain all right, title and interest in the software utilized to access the Service. This software and source code form contain confidential trade secrets of BTC Broadband and/or its supplier. Except as expressly authorized above, you shall not copy the software, in whole or in part, or modify, reverse compile, reverse assemble or create derivative works of any portion of this software, nor rent, lease, distribute, market or transfer this software to third parties.

C. You agree to abide by the copyright, patent, and trademark laws and all other applicable laws of the United States and its political subdivisions, including, but not limited to, export control laws.

D. It is the policy of BTC Broadband to suspend or terminate, in appropriate circumstances, the Service provided to any subscriber or account holder who is deemed to infringe third-party intellectual property rights, including repeat infringers of copyrights.

E. BTC Broadband expressly reserves the right to suspend, terminate, or take other interim action regarding the Service of any user or account holder if BTC, in its sole judgment, believes that circumstances relating to an infringement of third-party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights BTC Broadband may have under law or contract, such as the Digital Millennium Copyright Act ("DMCA") and other applicable laws or court orders.

F. If you believe that copyrighted material has been used in violation of this policy or otherwise been made available on the Service in a manner that is not authorized by the copyright owner, its agent, or the law, you may contact our Designated Agent as follows:

Stephen Jones  
BTC Broadband  
P.O. Box 209  
LaCenter, KY 42056  
[stephen.jones@btc.coop](mailto:stephen.jones@btc.coop)

## V. YOUR CONDUCT

A. While using the Internet through the Service, you represent, warrant and promise that you will not:

1. Restrict or inhibit any other user from using and/or enjoying the Internet or take other harmful actions against other users or persons or our network.
2. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable and unlawful or harmful information of any kind, including but not limited to transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international ordinance, regulation or law, including but not limited to the United States export control laws and regulations.
3. Post or transmit any information or software which contains a virus, cancelbot, Trojan horse, worm or other harmful component.
4. Unlawfully download, upload, post, publish, transmit, reproduce or distribute in any way, information, content, software or other material through the Service which is protected by copyright,

patent, trademark, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or other right holder.

5. Upload, post, publish, transmit, reproduce or distribute in any way any component of the Service itself or derivative works with respect thereto, as the Service is copyrighted as a collective work under United States copyright laws.

6. Send UNSOLICITED electronic mail messages, including, without limitation, commercial advertising and informational announcements, and other unwanted messages.

B. You agree and understand that BTC Broadband has no obligation to monitor the Service in any way. You further agree that BTC Broadband has a right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation, ordinance or other governmental request to operate the Service properly, or to protect itself, its network, or its subscribers. BTC Broadband shall not intentionally monitor or disclose any private electronic mail message unless required by law.

C. We may suspend or terminate your Service if you violate or appear to have violated any of the terms of this Agreement or the intellectual property rights of any other person or entity, or if you use or attempt to use the Service for any unlawful, harassing, or unwanted purposes or for the transmission or receipt of traffic or data. Further, BTC Broadband reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unlawful, harmful, unwanted, unacceptable, undesirable, or in violation of this Agreement.

## VI. BREACH OF THE AGREEMENT

BTC Broadband may temporarily or permanently deny you access to all or part of the Service without notice if you engage in any conduct or activities that BTC Broadband, in its sole discretion, believes violates any of the terms and conditions in this Agreement or are in any way inconsistent with the Acceptable Use Policy or other Internet Disclosures and Policies as in effect from time to time and which may be found here: <https://btcservices.org>. If BTC Broadband denies you access to the Service because of such a violation, you agree that you have no right (1) to access through BTC Broadband any material stored on the Internet, (2) to obtain any credit(s) otherwise due to you, and such credit(s) shall be forfeited, and (3) to access third-party services, merchandise or information on the Internet through BTC Broadband. You agree that BTC Broadband shall have no responsibility to notify any third-party providers of services, merchandise or information and that BTC Broadband shall not be responsible for any consequences resulting from lack of notification.

## VII. INDEMNIFICATION

You agree to defend, indemnify and hold BTC Broadband and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorney's fees, related to any violation of this Agreement by you or authorized users of your account, or in connection with the use of the Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you or authorized users of your account.

## VIII. ARBITRATION AND WAIVER OF CLASS ACTION CLAIMS

Most customer concerns or disputes can be resolved through our customer service representatives. However, if either of us has an issue which cannot be resolved without third-party intervention, you and we both agree to submit to binding arbitration before the American Arbitration Association. This means that all disputes arising from or relating in any way to your Services, whether under this Agreement or not, will be resolved through arbitration, not in court or through judge or jury.

Moreover, to the fullest extent allowed by law, both of us agree to waive any rights to pursue a claim arising from or relating to this Agreement or the Services as a class action; that is, you or we will not join a claim with the claim of any other person or entity or pursue a claim on behalf of any other person or entity. The arbitration shall take place in Ballard County, Kentucky or any other mutually agreed location. The waivers in this section continue in force and effect after the termination of this Agreement. Only actions relating to failure to timely pay billed charges, such as service charges and related fees and taxes (collection claims), may be brought in a court; provided that all such actions will be brought in small claims or another court with jurisdiction; and further provided that if any counterclaims or claims unrelated to collection are asserted in the action by any party then the case shall be transferred to arbitration.

## IX. MISCELLANEOUS

A. You agree that if any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intention of the parties, and the remainder of the provisions shall remain in full force and effect.

B. BTC Broadband's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

C. You agree that this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflicts of law provisions. Any cause of action you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

D. You agree that this Agreement is personal to you, and you shall not assign your right herein.

E. You agree that upon reasonable notice published over the Service or sent to you, BTC Broadband may modify this Agreement, including but not limited to its prices and charges for the Service, and may discontinue or revise any or all other aspects of the Service at its sole discretion. If you do not cancel Service or continue to use or pay for the Service after the notice period expires, you will be deemed to have accepted the modifications or revisions.

F. You agree that the terms for payment are met ten (10) days in the currency in which billed. If any payment due hereunder is not made by you within thirty (30) days after the invoice date, you agree to pay late charges of \$6 per month with respect to such payment.