



Thank you for choosing Yadkin Valley Telecom Broadband Internet. By signing this Broadband Internet Service Agreement, you agree to abide by the following terms and conditions.

Please carefully read and review the terms and conditions of this Agreement before using the Service. This is a legal agreement between you, the Subscriber, and Yadkin Valley Telecom, Inc. ("Yadkin Valley") for the use of the Service. By completing the registration and using the Service, you signify your agreement to all terms, conditions, and notices contained or referenced herein. If you do not agree to these terms and conditions do not use the Service. We reserve the right, at our discretion, to update or revise this Agreement. Please check Yadkin Valley's web site ([www.yadtel.net](http://www.yadtel.net)) periodically for changes. Your continued use of this service following the posting of any changes to the Agreement constitutes acceptance of those changes.

By using the Service, you also agree to abide by Yadkin Valley's Acceptable Use Policy, including but not limited to, agreeing not to use this site for any unlawful purpose. A copy of the Acceptable Use Policy, which you should review, is furnished separately and can be found on Yadkin Valley's web site.

Yadkin Valley will employ best commercial efforts to provide transmission speeds as defined in the customers selected Broadband Internet plan (between the customer location and the Yadkin Valley's Internet gateway). The actual data throughput experienced by you will be variable and will depend on several factors including the data overhead inherent with IP connections, your location, destination on the Internet, traffic on the Internet, interference with high frequency spectrum on your telephone line, etc. No minimum level of speed is guaranteed. While Yadkin Valley will employ best commercial efforts to maintain service availability, no guarantee is made regarding continuity of the Service, or the ability to log on to the Service.

#### A. DEFINITIONS

1. "Agreement" means this Service Agreement as it may be amended from time to time.
2. "Computer" means the personal computer(s) located at Subscriber's location that will be used to access the service. Each computer will need to meet certain minimum hardware and software requirements. Such requirements may be changed from time to time by Yadkin Valley.
3. "Subscriber" means the account holder, authorized by Yadkin Valley, to access and use the service.
4. "Service" means Internet Protocol ("IP") connectivity to the Internet gateway using dynamically or statically assigned IP addresses.
5. "Initial Period" shall mean a minimum period of time the subscriber is committed to pay for the service in recognition of certain Considerations extended to the subscriber by Yadkin Valley at the initiation of the Agreement.
6. "Consideration" is used in reference to price concessions made to the Subscriber by Yadkin Valley in return for a commitment on the part of the Subscriber to maintain service for an Initial Period.
7. "Early Termination Fee" shall mean the charge assessed when the commitment to an Initial Period is not fulfilled. It is calculated by prorating the early termination fee by the number of months remaining in the Initial period and is calculated by the following formula.

**ETF** =  $VC * ((IPL - EIP)/IPL)$  where

**ETF** is the amount of the early termination fee to be paid by the subscriber to Yadkin Valley,

**VC** is the value of the Consideration extended to the subscriber by Yadkin Valley,

**IPL** is the length of the Initial Period in months, and

**EIP** is the expired portion of the Initial Period in months.

#### B. GENERAL

1. Use of the Service supplied by Yadkin Valley is expressly limited to you and your immediate family or direct employees. Account sharing or resale is not permitted. Transfer of the account to any other person or entity, or to another location, without the approval of Yadkin Valley, is prohibited.
2. Because our country allows the free interchange of ideas, you should be aware that some sites, accessible via Yadkin Valley's Service may allow posting, retrieval, and/or electronic mailing of materials that you may consider obscene or objectionable.

3. You must be at least 18 years of age to use the Service. You may, at your discretion, permit minors to use the Service under adult supervision. If you wish to utilize Content Filtering, designed to limit access to certain material on the Internet, this may be obtained from Yadkin Valley for a fee. Content Filtering is made available without any representations or warranties as to its suitability for use. Content Filtering may not prevent access to all information of the type it is intended to filter, and therefore, is not a replacement for adult supervision. To activate Content Filtering call Customer Service.
4. You are responsible for confidentiality of all account numbers and passwords. Yadkin Valley will suspend access or change access to your account immediately upon notification by the subscriber that a password has been lost, stolen or otherwise compromised. You must notify Yadkin Valley within 24 hours of discovering any unauthorized use of your account.
5. Some material downloaded from the Internet may contain computer viruses. In addition, hackers can gain access to your computer when it is connected to the Internet. Yadkin Valley strongly recommends that you install virus detecting and firewall software on your computer. Yadkin Valley does not supply this software. You must obtain it from other sources. In addition, you should follow industry accepted security practices such as not opening e-mail from unknown sources.
6. You are responsible for backing up of data on your computer before installation of hardware and software. In some areas the service requires an Internet modem, network interface card (NIC) and necessary software. Whether supplied by the subscriber or Yadkin Valley, the modem and NIC become your property and if they cease to function, are damaged, destroyed, lost or stolen, you will be liable for the cost of their repair or replacement. We strongly urge you to protect the equipment with a surge arrestor that protects both power and telephone connections. Assistance is available consistent with item 8 in this section.
7. If software is provided by Yadkin Valley, Yadkin Valley grants a limited, non-exclusive license to use the software, in object code form only, solely for the purpose of connecting to the Service. This license will commence upon the initial furnishing of the Service and will terminate immediately upon termination of the Service. You are permitted to make a single copy of the software solely for backup purposes, provided that such copy contains the same copyright notices and proprietary markings as the original software. You will not engage in, and will not permit, any other copying, or any translation, reverse engineering or reverse compiling, disassembly or modification of or preparation of any derivative works based on the software, all of which are prohibited.
8. Installation assistance and assistance in the resolution of many routine problems is available by dialing a toll-free number. Yadkin Valley's wholesale Internet provider provides this service. More complex technical assistance requiring the intervention of an agent/ technician is available for an additional fee.
9. Yadkin Valley shall have the right at any time to add to, modify, or delete any aspect, feature, or requirement of the service, including but not limited to content, equipment, and system requirements.

### C. BILLING

1. You agree to pay Yadkin Valley all charges relating to use of your account including those associated with local service, long distance service, all sales and use taxes, and all other taxes that are applicable to the Service.
2. Access is subject to credit limits and/or security deposits established by Yadkin Valley.
3. Yadkin Valley reserves the right to change prices with 30 days notice.
4. All invoices are due upon receipt and payable within 30 days unless other arrangements have been made in advance. An administrative late charge may be charged on accounts that are not paid within the 30-day period.
5. Yadkin Valley may charge a service fee for all returned checks and bankcard or charge card charge backs
6. Yadkin Valley reserves the right to suspend access to the Service upon an indication of credit problems including delinquent payments. A reconnection charge will apply after payment of any outstanding balance.

### D. OWNERSHIP/COPYRIGHT

1. Information available on the Internet is the property of its providers or other Internet users. You shall not redistribute, reproduce, or commercially exploit such information without express written permission of its owner. Information providers shall have the right to assert and enforce such copyright provisions directly on their own behalf.

2. By submitting information owned by you for publication on the Internet you grant Yadkin Valley non-exclusive permission to distribute the information product worldwide. You retain all rights you may have to such information.
3. You agree that any material submitted for publication on the Internet through your account(s) does not violate or infringe upon any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene, objectionable, or libelous.
4. You acknowledge that safeguards relative to ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet or other services or content accessible through Yadkin Valley's Service. You assume all risk and liability of your use of the Internet and such content.

#### E. DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY

1. YADKIN VALLEY'S INTERNET SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THESE SERVICES OR ANY INFORMATION OR SOFTWARE PROVIDED THEREBY.
2. Some sites accessible via Yadkin Valley's Service allow posting, retrieval, and/or electronic mailing of materials that may be considered obscene or objectionable. Yadkin Valley assumes no responsibility for any content on the Internet or content that you post to the Internet.
3. Yadkin Valley makes no warranties as to the speed or performance of the system, including, but not limited to, any warranty that any data files or other communications will be transmitted in uncorrupted form or within a reasonable period of time, or that the Service will be uninterrupted or error free. There is no guarantee of message delivery.
4. Yadkin Valley is not responsible for your personal files residing on the Internet. You are responsible for independent backup of such data.
5. The service allows you to access via the Internet certain content, merchandise and services for which there are charges payable to third parties. You, and not Yadkin Valley, have the sole responsibility to pay the charges and shall indemnify and hold harmless Yadkin Valley for all liability in connection to such charges.
6. There is a risk that you could be subject to a variety of security breaches. This means that other people, without your knowledge or permission, may be able to access, monitor and alter your computer files or render your computer inoperable. You should also be aware that when using the Internet there are certain applications, in which you might willingly allow others to gain access to your computer. In either case you should take the appropriate security measures to protect your computer against unauthorized access. Yadkin Valley shall have no liability whatsoever for any damage caused by bugs, viruses, or security breaches to your computer.
7. Installation of hardware and software necessary to use the Service could result in damage to your computer, or loss of data files. You are responsible for backing up all data files stored on your computer prior to installing the software and connecting to the service. Yadkin Valley shall have no liability for damage to your computer or loss of data files.
8. Yadkin Valley shall not be liable for any delay in or failure to perform the services caused by circumstances entirely beyond its control such as those occasioned by acts of God or other causes or which it could not have reasonably foreseen or any other cause, which similarly impedes the providing of service.
9. In order to install certain hardware, it may be necessary to open your computer. You assume responsibility for loss of any warranty associated with such opening of your computer. If Yadkin Valley or its Agents supplies required hardware, it is permissible for you or a third party to install such required hardware.
10. If Yadkin Valley supplies hardware, the manufacturer's warranty on that hardware applies. Additional Maintenance Plans may be available to extend the manufacturer's warranty. In the absence of a Maintenance Plan, the manufacturer's warranty applies.

#### F. OPERATION

1. Yadkin Valley reserves the right to delete customer personal files, which have not been accessed for more than one month, including files stored on your personal web space.
2. You are warned that Internet services may be interrupted for several reasons, including but not limited to malfunctions, maintenance and improvements or as required to protect network resources in the event of malfunctions or misuse. You acknowledge that there may not be advance notification of any such interruption of service.

3. Yadkin Valley reserves the right in its sole discretion to delete any information stored on hardware owned and/or controlled by Yadkin Valley. Yadkin Valley and its authorized representatives shall have the right, but shall not be obligated, to edit publicly viewable information.

#### 4. Suspension of Service

a. Yadkin Valley, at its sole judgment, may immediately suspend your access to the service upon any breach of any of this Agreement, including, but not limited to, refusal or failure to pay for services provided or disruptive online behavior.

b. Although Yadkin Valley has limited authority with regard to information that passes between individual users of the internet, it is our responsibility to respond to complaints of individual users who are subjected to illegal use of the medium, or who are subjected to unsolicited material that is, in the judgment of Yadkin Valley, considered objectionable to, or damaging to the data of other subscribers and users of the internet.

In keeping with that responsibility, Yadkin Valley reserves the right to suspend the service of any of its subscribers who knowingly, or unknowingly, generate such illegal or unsolicited material.

5. Restoral of Service; Yadkin Valley will restore a service suspended consequent to 4 above when, in Yadkin Valley's judgment, the condition leading to the suspension has been resolved.

6. Yadkin Valley reserves the right to terminate access to service for any customer account which has not been active for six months or longer.

#### G. TERM/TERMINATION

1. If, at the initiation of the agreement, Yadkin Valley extends certain Considerations to the subscriber, including, but not limited to, hardware, software, or installation labor, the subscriber agrees to maintain and pay for the service for an Initial Period as defined at the time of such initiation. Furthermore, the subscriber agrees, in the event of a termination of service in less than the Initial Period, to pay to Yadkin Valley an Early Termination fee, as defined in Section "A" Definitions.

2. Minimum Service Requirement: No minimum service requirement "Initial Period" applies if no Consideration was extended to the subscriber by Yadkin Valley at the initiation of the agreement. By signing below, customer agrees to the Minimum Service Commitment of 12 months.

3. If the Initial Period has expired, this agreement shall remain in effect so long as the Service is provided or until terminated by either party by providing the other party written or verbal notice.

4. The subscriber agrees, in the event of a termination of service in less than the Initial Period, to pay to Yadkin Valley an Early Termination fee as defined in Section "A" Definitions.

#### H. AMENDMENT

Yadkin Valley may change, modify, add or remove portions of this Agreement at anytime. Yadkin Valley will provide notice of such changes to this Agreement by electronic mail or by the posting of a notice on its web site. Your continued use of the Service following notice of such change shall be deemed to be your acceptance of any modification. If you do not agree to any modification of this Agreement, discontinue using the service and notify Yadkin Valley to terminate your connection to the Service

#### I. GOVERNING LAW

This Agreement, the rights and obligations of the parties hereto, and any claims or disputes hereunder, shall be governed by and construed in accordance with the laws of the State of North Carolina.

Yadkin Valley Telecom cannot guarantee that your internet service will work properly on an older operating system.