

# CT COMMUNICATIONS INTERNET SERVICE AGREEMENT

## SUMMARY

This AGREEMENT made by and between The Champaign Telephone Company, d/b/a CT Communications and the customer sets the following terms and conditions upon Customer's use of CT Communications.

## DOCUMENT

1. In exchange for a monthly access fee, CT Communications will provide Customer with a CT Communications account to enable Customer to search the Internet. CT Communications will provide help desk service at no charge.

2. CT Communications is not a guaranteed service and CT Communications is not liable for any loss or damage which you may incur as a result of its use or interruption of use.

A. CT Communications is not responsible for the content of information found on the Internet. It is your responsibility to determine its suitability for members of your household or business.

B. Customer's use of CT Communications is subject to all applicable, federal, state, and local laws, including but not limited to harassment, obscenity, and copyright.

C. Customer agrees to hold CT Communications harmless from any loss or damages arising from any use of Customer's CT Communications account.

D. Customer agrees to abide by the CT Communications Acceptable Use Policy. It is the responsibility of the Customer to be familiar with this policy. Failure to comply with the Acceptable Use Policy (AUP) will result in termination of CT Communications account. This policy is subject to change without notice. The Customer agrees that CT Communications may suspend or terminate the Customer's Internet Account in the event of AUP violations.

3. Customer agrees to pay bills from CT Communications when due. If CT Communications does not receive payment on or before the due date, CT Communications may terminate your access and seek payment for any amounts due this agreement.

4. Customer can voluntarily terminate its participation at any time upon notification to CT Communications. CT Communications may change the terms and conditions of participation in CT Communications at any time, by notifying the Customer of the new terms and conditions at least thirty (30) days prior to beginning of the calendar month in which the change takes place with the exception of the Acceptable Use Policy (see item 2D).

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5. CT Communications makes no warranties regarding any Internet software used with CT Communications' service.

6. This warranty obligation is in lieu of all other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event shall CT Communications be liable to customer for indirect, incidental, special, punitive, or consequential damages arising out of this agreement or for the existence, furnishing, functioning, or customer's use of CT Communications even if CT Communications has been advised of the possibility of such damages. Customer agrees that CT Communications liability arising out of or in connection with a disagreement, shall be limited to an amount not to exceed the total amounts paid by customer in the thirty (30) days immediately preceding the event giving rise to such liability.

7. Customer agrees that it is responsible for regulating access to its CT Communications Internet access account. Customer shall hold CT Communications harmless from any loss or damage claim brought against CT Communications arising from customer's maintenance and use of CT Communications.