

## SHUTESBURYNET TELECOMMUNICATIONS - TERMS AND CONDITIONS

The Town of Shutesbury Municipal Light Plant, and its past, present and future agents and contractors (doing business as “ShutesburyNET”) seeks to provide and foster telecommunications services to its customers and residents of the Town of Shutesbury. By using and/or activating IP network or telecommunications connectivity services with ShutesburyNET (“Network Services” or “Services”) and/or clicking the accept button on the login/registration page, you agree to be bound by the terms and conditions set forth below. Further, you acknowledge that upon use of the Services, ShutesburyNET will rely upon and commence processing your order and will incur expenses and obligations immediately, for which you acknowledge your obligation to comply with this agreement.

Residents and customers hereby also agree that all terms and conditions herein also apply to all past, present and future agents and contractors of ShutesburyNET, and any entity providing fiber, internet or telecommunications services through ShutesburyNET or to customers of ShutesburyNET and/or residents of Shutesbury.

1. The Customer agrees to pay ShutesburyNET, in full and on a timely basis, the applicable charge associated with the Network Services requested by you, as set forth on ShutesburyNET’s web site. ShutesburyNET reserves the right, in its sole discretion, to change, modify, add, or remove portions of this Agreement, and Customer agrees to be bound by any such modifications as a consequence of Customer’s continued use of Services. ShutesburyNET may cancel the Service in the event of Customer nonpayment or violation of this Agreement. ShutesburyNET may modify the Services at any time, including but not limited to upgrades and downgrades, with thirty (30) days prior written notice to you of such change to occur. ShutesburyNET may impose limits on Services or restrict the Customer’s access to parts or all of the Service without notice or liability. Any notice of such changes will be posted on the ShutesburyNET Web site located at [www.shutesbury.org/broadband](http://www.shutesbury.org/broadband).
2. All customers of ShutesburyNET are provided at no additional cost our Standard Service Level Agreement that includes 24-hour access to ShutesburyNET technical support. The Standard Service Level Agreement provides problem resolution response on a first-come, first-served, best-effort basis, and does not provide for service guarantees.
3. The Customer agrees to pay all charges billed by ShutesburyNET on a monthly basis, throughout the Term (as defined below) (the “Monthly Recurring Charges”). The Customer agrees and acknowledges that ShutesburyNET shall not be liable if, during the order and installation process, it is determined that Service cannot be provided to Customer or that it is commercially impracticable to do so. In addition, in the event that ShutesburyNET incurs additional cost over and above usual and customary charges to provide Service to the Customer, which may include but not be limited to extended wiring charges, alternative business hour service installation charges, or emergency service repair charges, the Customer shall be responsible for any and all such charges.
4. ShutesburyNET services terminated for non-payment will be restored within 48 business-hours upon the following conditions:
  1. Customer provides payment in full via CC/Cash/Bank Check
  2. An Administrative Fee of at least \$49.95 will be added to the customers account and paid in full via CC/Cash/Bank Check prior to restoration.
  3. Reconnection of service must be authorized by the Credit Department.
  4. Administrative Fees will be charged as follows: Normal Working Hours \$49.95 (Monday-Friday 7 a.m. – 3:30 p.m.)

5. If a truck roll is necessary for reconnection a fee of up to \$200.00 may be charged to Customer for administrative and field technician services.
5. A \$49.95 initial connection fee may be charged to subscriber by ISP/NO upon initiation of new service. No charge for change of customer service and address billing. Services may be suspended for invoices over 30 days past due and all internet and phone service to that subscriber will be terminated after 60 days. Terminated accounts are subject to a reactivation fee of \$175.00 after 90 days.
  - a. Seasonal Service: ISP/NO will charge \$9.99/mo to subscriber to keep phone number active plus \$30 MLP Fee for a total of 39.99/mo for bundle or phone only customers. Reconnection fee after seasonal suspension is \$17.25 for bundle or phone only customers. ISP/NO will charge \$5/mo per customer cover billing and administrative costs during seasonal suspension plus \$30 MLP Fee for a total of \$35/mo for internet only customers. .
7. The Customer agrees that ShutesburyNET's network and its Services may be used only for lawful purposes. ShutesburyNET is not responsible for the content of any websites linked to, accessed or accessible by the Services; links are provided as Internet navigation tools only. Users may not use the network or Services to transmit, distribute or store material (a) in violation of any law, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others, (c) that is obscene, threatening, abusive or hateful or contains a virus, worm, Trojan horse, or other harmful component; or (d) that contains fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations.
8. The Customer agrees that renting, selling, or otherwise transferring the Service for the benefit of a third party is strictly prohibited by this Agreement and violates the law.
9. The Term begins upon activation of Customer's Services (the "Activation Date") and expires upon forty-eight (48) hour notice from the Customer of termination of the service. All legal notices must be sent to ShutesburyNET on Customer letterhead, by one of the listed contacts on the current Customer Information form on file ATTN: ShutesburyNET MLP Manager, Shutesbury Town Hall, 1 Cooleyville Rd, Shutesbury, MA 01072. If the customer wishes to cancel or change service or has billing questions or any other question or concern related to their monthly services or installation, Customer should contact the current Internet Service Provider vendor for ShutesburyNET. If Customer is uncertain of which entity to contact please contact the MLP Manager for clarification. Contact information can be found at Town website: [www.shutesbury.org/broadband](http://www.shutesbury.org/broadband).
10. ShutesburyNET will invoice the Customer on a monthly basis for Network Services and any applicable equipment charges. The Customer agrees that any failure to pay for Services thirty (30) days after the invoice date may subject the Customer to: (a) a 1.5% late fee charged per month or the maximum rate permitted by law, on the outstanding balance. (b) charges for any ShutesburyNET equipment replacement costs, if applicable; and (c) the termination of Services. The Customer is required to provide ShutesburyNET with updated and current phone numbers, email addresses, fax numbers, mailing addresses, and other contact information at all times during the Term. The Customer agrees to assume all costs and expenses incurred by ShutesburyNET in connection with collecting unpaid amounts due, including, but not limited to, reasonable attorneys' fees and court costs incurred in the course of such collection. Returned checks shall incur a \$25.00 returned check fee. ShutesburyNET may, in its sole discretion, consider successive returned checks as failure to pay.
11. In the event the Customer selects and is approved for the credit card payment option, the Customer expressly authorizes ShutesburyNET to charge the Customer's credit card account for outstanding

account balances and any future Monthly Recurring Charges that accrue. This authorization remains valid until the Customer provides written notice to ShutesburyNET terminating Services or ShutesburyNET's authorization. ShutesburyNET may terminate Services for declined credit cards, returned checks, or any other non-payment to the Customer's account. The Customer electing the credit card option is required to provide ShutesburyNET with updated and current credit card information at all times during the Term. Services terminated for non-payment are subject to an administrative fee prior to reconnection of service.

12. The Customer acknowledges and agrees that ShutesburyNET has the right to engage in the collection and storing of certain personal and business data concerning the customer ("Customer Data"). This data (i) will be used by ShutesburyNET and/or its service delivery partners and contractors to provide Services, (ii) will be treated as confidential, and (iii) will not be used other than in the normal course of ShutesburyNET business. ShutesburyNET may release Customer Data to third parties outside the normal course of ShutesburyNET business only to comply with valid legal requirements. The Customer may request the return of any personal and business data stored by ShutesburyNET by providing a written request within thirty (30) days after the expiration or termination of the Agreement ("Data Retrieval"). In the event the Customer requests ShutesburyNET's assistance with respect to Data Retrieval, the Customer agrees to pay ShutesburyNET a reasonable fee.
13. Equipment, hardware, and software not provided and owned by ShutesburyNET are the sole and exclusive responsibility of Customer. It is understood and agreed that when ShutesburyNET provides equipment, ShutesburyNET acts solely as a reseller and all failures and/or disputes concerning the operation of such equipment will be governed by the manufacturer's warranty(s) and policies, and are not the obligation or responsibility of ShutesburyNET unless otherwise stated in the Customer's Service Agreement with ShutesburyNET.
14. ShutesburyNET grants the Customer a non-transferable, non-exclusive, and terminable right and license to use the applications and software necessary for the delivery and receipt of Services, if any, provided that Customer or any third party on behalf of the Customer does not copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the applications or any part thereof or otherwise attempt to discover any source code, or sell, assign, sublicense, grant a security interest in or otherwise transfer any right in or to the applications. The Customer agrees not to modify the applications in any manner or form. "ShutesburyNET," the ShutesburyNET logo, and other ShutesburyNET trademarks, service marks, logos, and product and service names are trademarks of ShutesburyNET (the "ShutesburyNET Marks"). The Customer and its employees, agents, contractors, and/or representatives agree not to display or use the ShutesburyNET Marks in any manner without ShutesburyNET's express prior written permission.
15. The Customer hereby grants ShutesburyNET the right to disclose that it is a Customer of ShutesburyNET and the right to display the Customer's logo on ShutesburyNET materials including, but not limited to, ShutesburyNET's Web site and literature. In the event ShutesburyNET decides to use one or all of the Customer's logos, ShutesburyNET shall adhere to the Customer's specifications for use of such logo that the Customer has provided to ShutesburyNET. ShutesburyNET shall not acquire any other rights to the Customer's intellectual property including, but not limited to, trade names, trademarks, product name, logo, case studies, and customer testimonials. The Customer may deny ShutesburyNET the use of such intellectual property by providing written notice of such a decision on the Customer's company letterhead. ShutesburyNET hereby grants the Customer the right to display the ShutesburyNET logo on the Customer's materials including, but not limited to, the Customer's Web site and literature to publicize that ShutesburyNET is a provider of Services to the Customer.

16. The Agreement represents the entire agreement between the Customer and ShutesburyNET with respect to the Services provided, superseding all previous communications or agreements regarding such subject matter. These Terms and Conditions are subject to revision by ShutesburyNET in its sole discretion. Notice of modification may be provided through an update of the ShutesburyNET web page, and Customer's continued use of Services following the date of revision shall be considered the Customer's acceptance of the change(s).
17. The Customer understands and acknowledges that ShutesburyNET is not liable for any indirect, incidental, special, punitive, or consequential damages; lost profits, loss of data, loss of hardware or software, loss or liability resulting from computer viruses, Service defects, Service interruption or security insufficiency arising out of or related to this Agreement, the performance or breach thereof; the Services provided or failure to be provided; or any delay, non-delivery, wrong delivery, or Service Interruption whether or not caused by the acts or negligence of ShutesburyNET or their agents, employees, contractors or any party, even if the party has been advised of the possibility thereof.
18. The Customer's correspondence or business dealings with, or participation in promotions of, content providers, advertisers, or sellers of goods and services found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between the Customer and such entity. The Customer agrees that ShutesburyNET shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers, content providers, or sellers in connection with the Services.
19. The Customer shall indemnify, defend with ShutesburyNET counsel, and hold ShutesburyNET harmless from any and all claims resulting or alleged to result from: (a) The Customer's use of the connection provided by ShutesburyNET and/or any service equipment or software provided by ShutesburyNET; (b) fault, negligence, or failure of the Customer to perform the Customer's responsibilities hereunder; (c) claims against the Customer by any other party; (d) any act or omission of ShutesburyNET and any party furnishing services and/or products hereunder; or (e) the installation and/or removal of any and all equipment supplied by any person, including, but not limited to, ShutesburyNET.
20. ShutesburyNET has sole discretion for determining the final location of the overhead and/or buried fiber optic service line to and within the premise and may at times require scheduled access to this property for the purpose of maintenance and service. The customer also grants ShutesburyNET the right to use any existing underground telecommunication conduit that may be available for the installation of our fiber optic service line. ShutesburyNET acknowledges that damage to customer property solely attributable to the on-site installation and maintenance of this fiber service shall be repaired to preexisting condition. Installation of the ShutesburyNET service may involve modifications to a rental property. While these modifications are often minor, standard professional installation may include drilling holes to run fiber optic cable and attach equipment securely to the premise. The Customer attests that these required modifications are authorized by the landlord, or its authorized representative. Customer indemnifies, holds harmless and defends with ShutesburyNET counsel relating to any liability related to damages your landlord may claim as a violation of your lease/rental agreement.
21. ShutesburyNET shall not be liable to the Customer under this Agreement for any failure or delay in performance that is due to causes beyond its reasonable control and without its fault or negligence including, but not limited to, acts of nature, acts of civil or military authority, governmental actions, fires, civil disturbances, interruptions of power, or transportation problems. ShutesburyNET shall also

not be liable for any delay or performance failure caused by the Customer's failure to perform any of its obligations under this Agreement.

22. This Agreement shall be governed under the laws of the Commonwealth of Massachusetts, and to the extent applicable, federal law, without regard to choice of law principles. The Customer and ShutesburyNET hereby agree that the state courts of the Commonwealth of Massachusetts in Franklin County shall determine any dispute relating to or arising out of this Agreement.
23. THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT SHUTESBURYNET IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM ANY FAILURE OR DELAY DURING INSTALLATION AND PROVIDING SERVICES. SHUTESBURYNET MAKES NO GUARANTEES OR PROMISES WITH REGARD TO THE EXACT DATE OF THE COMPLETE INSTALLATION AND OPERATIONAL STATUS OF THE CUSTOMER. SHUTESBURYNET AND CUSTOMER HEREBY WAIVE ALL RIGHTS TO TRIAL BY A JURY.
24. SERVICES PROVIDED BY SHUTESBURYNET ARE "AS IS." SHUTESBURYNET MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. SHUTESBURYNET ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THEIR SERVICES AND DOCUMENTS ASSOCIATED WITH SERVICES BY REFERENCE OR LINKS. REFERENCES TO THIRD PARTIES, THEIR SERVICES, AND THEIR PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. SHUTESBURYNET SERVICES AND DOCUMENTS ASSOCIATED WITH SERVICES COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS.
25. SHUTESBURYNET RESERVES THE RIGHT TO CHANGE THE ACCEPTABLE USE POLICY AT ANY TIME WITHOUT PRIOR NOTICE. IN THE EVENT THAT ANY CHANGES ARE MADE, THE REVISED TERMS AND CONDITIONS SHALL BE POSTED ON THIS WEBSITE. PLEASE CHECK THE LATEST INFORMATION POSTED HEREIN TO INFORM YOURSELF OF ANY CHANGE.

REVISED JUNE 2022

## SHUTESBURY MUNICIPAL LIGHT DEPARTMENT TELECOMMUNICATIONS ACCEPTABLE USE POLICY

### Why is ShutesburyNET providing this Policy to me?

The Shutesbury Municipal Light Department (doing business as "ShutesburyNET") seeks to provide and foster telecommunications services to its customers and residents of the Town of Shutesbury. To further that goal, ShutesburyNET has developed an Acceptable Use Policy. Although much of what is included here is common sense, ShutesburyNET takes these issues very seriously and will enforce its rules to ensure enjoyment by all of its members. ShutesburyNET reserves the right to suspend or cancel a subscriber's account for engaging in inappropriate conduct. (Subscribers, of course, also remain legally responsible for any such acts.)

All ShutesburyNET customers (the "customer," "user," "you," or "your") and all others who use the Service must comply with this Policy. Your failure, or others' failure, to comply with this Policy could result in the suspension or termination of your or their Service accounts. Therefore, you should take steps to ensure that others you permit to use your Service are aware of this Policy and agree to abide by it. If you are unwilling to comply with this Policy, you must immediately stop all use of the Service and notify ShutesburyNET so that your account could be closed. In using the telecommunication services provided over ShutesburyNET's fiber optic network, subscribers accept this list of restrictions as well as those set forth in ShutesburyNET's Terms and Conditions and agree to use the Services only for lawful purposes and not to use or allow others to use the Services in violation of the guidelines.

### What uses and activities does ShutesburyNET prohibit?

In general, the Policy prohibits uses and activities involving the Service that are illegal, infringe on the rights of

others, or interfere with or diminish the use and enjoyment of the Service by others. For example, these prohibited uses and activities include, but are not limited to, using the Service, Customer Equipment, or the ShutesburyNET Equipment, either individually or in combination with one another that are illegal, infringe on the rights of others or diminish the use and enjoyment of others.

#### **Technical restrictions**

- a) Access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- b) Use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- c) Copy, distribute, or sublicense any proprietary software provided in connection with the Service by ShutesburyNET or any third party, except that you may make one copy of each software program for back-up purposes only;
- d) Distribute programs that make unauthorized changes to software (cracks);
- e) Use or run dedicated, stand-alone equipment or servers from the Premises that provide network content or any other services to anyone outside of your Premises local area network ("Premises LAN"), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, email, web hosting, file sharing, and proxy services and servers;
- f) Use or run programs from the Premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- g) Service, alter, modify, or tamper with the ShutesburyNET equipment or service or permit any other person to do the same who is not authorized by ShutesburyNET;

#### **Network and usage restrictions**

- a) Use the Service for any purpose other than personal and non-commercial residential use (except for your individual use for telecommuting); Use the Service for operation as an Internet service provider or for any business, other legal entity, or organization purpose (whether or not for profit);
- b) Restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other person to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or impede others' ability to use, send, or retrieve information;
- c) Restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any ShutesburyNET (or ShutesburyNET supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any ShutesburyNET (or ShutesburyNET supplier) facilities used to deliver the Service;
- d) Re-sell the Service or otherwise make available to anyone outside the Premises the ability to use the Service (for example, through WiFi or other methods of networking), in whole or in part, directly or indirectly, with the sole exception of your use of ShutesburyNET - provided WiFi service in accordance with its then-current Terms and Conditions;
- e) Connect the ShutesburyNET Equipment to any computer outside of your Premises;
- f) Change, disable or tamper with any of the provided equipment;
- g) Interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host; or access and use the Service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless you are subject to a Service plan that expressly permits you to do so.

#### **What obligations do I have under this Policy?**

You are responsible for your own compliance with this Policy. You are also responsible for any use or misuse of the Service that violates this Policy by anyone else you permit to access the Service (such as a friend, family member, or guest) with one exception: In cases where you permit others to access your ShutesburyNET - provided, WiFi-identified Internet Service with their own login information, those users are responsible for complying with all then-current terms and policies that apply to their access. You can learn more about ShutesburyNET - provided WiFi access at ShutesburyNET recommends against enabling file or printer sharing unless you do so in strict compliance with all security recommendations and features provided by ShutesburyNET and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

In all cases, you are solely responsible for the security of any device you connect to the Service, including any data stored or shared on that device. It is also your responsibility to secure the ShutesburyNET Equipment and any other Premises equipment or programs not provided by ShutesburyNET that connect to the Service from external threats such as viruses, spam, bot nets, and other methods of intrusion.

#### **What requirements apply to personal web pages and file storage?**

As part of the Service, ShutesburyNET may provide access to personal web pages and storage space through personal web pages and online storage features (collectively, the “Personal Web Features”). You are solely responsible for any information that you or others publish or store on the Personal Web Features. You are also responsible for ensuring that all content made available through the Personal Web Features is appropriate for those who may have access to it. For example, you must take appropriate precautions to prevent minors from receiving or accessing inappropriate content. ShutesburyNET reserves the right to remove, block, or refuse to post or store any information or materials, in whole or in part, that it, in its sole discretion, deems to be in violation of this Policy. For purposes of this Policy, “material” refers to all forms of communications including text, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. ShutesburyNET may remove or block content contained on your Personal Web Features and terminate your Personal Web Features and/or your use of the Service if we determine that you have violated the terms of this Policy.

#### **Why does ShutesburyNET manage its network?**

ShutesburyNET manages its network with one goal: to deliver the best possible experience to all of its customers. High-speed bandwidth and network resources are not unlimited. Managing the network is essential as ShutesburyNET works to promote the use and enjoyment of the Internet by all of its customers. The company uses reasonable network management practices that are consistent with industry standards. ShutesburyNET tries to use tools and technologies that are minimally intrusive and, in its independent judgment guided by industry experience, among the best in class. Of course, the company’s network management practices will change and evolve along with the uses of the Internet and the challenges and threats on the Internet.

The need to engage in network management is not limited to ShutesburyNET. In fact, all large Internet service providers manage their networks. Many of them use the same or similar tools that ShutesburyNET does. If the company didn’t manage its network, its customers would be subject to the negative effects of spam, viruses, security attacks, network congestion, and other risks and degradations of service. By engaging in responsible network management including enforcement of this Policy, ShutesburyNET can deliver the best possible broadband Internet experience to all of its customers.

#### **What happens if you violate this Policy?**

All ShutesburyNET customers (the “customer,” “user,” “you,” or “your”) and all others who use the Service must comply with this Policy. Your failure, or others’ failure, to comply with this Policy could result in the suspension or termination of your or their Service accounts. Therefore, you should take steps to ensure that others you permit to use your Service are aware of this Policy and agree to abide by it. If you are unwilling to comply with this Policy, you must immediately stop all use of the Service and notify ShutesburyNET so that it can close your account.

#### **How does the ShutesburyNET enforce this Policy?**

ShutesburyNET does not routinely monitor the activity of individual Service accounts for violations of this Policy, except for determining aggregate data consumption. However, in the company’s efforts to promote good

citizenship within the Internet community, it will respond appropriately if it becomes aware of inappropriate use of the Service. ShutesburyNET has no obligation to monitor the Service and/or the network. ShutesburyNET and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the Service; identify violations of this Policy; and/or protect the network, the Service and ShutesburyNET users.

ShutesburyNET prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action. ShutesburyNET also prefers to have customers directly resolve any disputes or disagreements they may have with others, whether customers or not, without ShutesburyNET's intervention. However, if the Service is used in a way that ShutesburyNET or its suppliers, in their sole discretion, believe violates this Policy, ShutesburyNET or its suppliers may take any responsive actions they deem appropriate under the circumstances with or without notice. These actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. Neither ShutesburyNET nor its affiliates, suppliers, or agents will have any liability for any of these responsive actions. These actions are not ShutesburyNET's exclusive remedies and ShutesburyNET may take any other legal or technical actions it deems appropriate with or without notice.

ShutesburyNET reserves the right to investigate suspected violations of this Policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material and data on ShutesburyNET's servers and network. During an investigation, ShutesburyNET may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorize and consent to ShutesburyNET and its suppliers cooperating with (i) law enforcement authorities in the investigation of suspected legal violations, and (ii) system administrators at other Internet service providers or other network or computing facilities in order to enforce this Policy. Upon termination of your Service account, ShutesburyNET is authorized to delete any files, programs, data, email and other messages associated with your account (and any secondary accounts).

If Customer uses the Service in violation of the restrictions referenced above, that is a violation of this Policy. In these cases, ShutesburyNET may, in its sole discretion, suspend or terminate your Service account or request that it subscribe to a different version of the Service if it wishes to continue to use the Service at higher data consumption levels. ShutesburyNET may also provide versions of the Service with different speed and data consumption limitations, among other characteristics, subject to applicable Services Agreements. ShutesburyNET's determination of the data consumption for Service accounts is final.

Customer shall promptly notify ShutesburyNET of any event that would be reasonably likely to give rise to any such interference, impairment, affect, exposure, reselling, or service usage violation. If ShutesburyNET reasonably determines that Customer is using the Service(s) in violation of the Acceptable Use Policy section above, ShutesburyNET may immediately terminate the Service(s). Customer accepts liability for any damages resulting from Customer failure to comply with Acceptable Use Policy service usage restrictions. Customer and ShutesburyNET each agree to cooperate with and support each other in complying with any requirements applicable to their respective rights and obligations hereunder imposed by any governmental or quasi-governmental authority.

ShutesburyNET reserves the right to change this Acceptable Use policy at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on this website immediately. Please check the latest information posted herein to inform yourself of any changes.

REVISED JANUARY 2019

## TERMS AND CONDITIONS OF SERVICES AND RESIDENTIAL SERVICE AGREEMENT

ShutesburyNET ("Internet Provider")  
and  
Digital Phone Provider ("Telephone Provider")



Telephone Provider shall provide the services described below to the User in accordance with the applicable tariffs and regulations for the initial monthly recurring charge as set forth above as may be modified from time to time in accordance with the terms of the applicable tariffs and regulations. In addition, the User shall pay the non-recurring, conversion and installation fees prior to the institution of service.

#### TELEPHONE USE AGREEMENT

The User also agrees to the following terms of use:

1. User shall use the Service for lawful purposes only. User shall not transmit through the Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others (including copyright), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.
2. Advertising, reselling, reuse or any solicitation with respect to products or services is strictly prohibited without express written approval from Telephone Provider and a contract for payment of related fees.
3. Telephone Provider reserves the right to refuse service to Users due to insufficient or invalid charging information.
4. Telephone Provider may block calls that are made to certain numbers, cities or central office exchanges, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of the Service.
5. Telephone Provider is not liable for any damages, including usage charges, the User may incur as a result of the unauthorized use of its telephone facilities.
6. Without limiting any of the foregoing provisions of agreement, Additional Operating Policies and Conditions of Use for Users:
  1. Use of the services provided in this agreement must be in accordance with local and national law. Services will be terminated or not provided if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.
  2. Users may not interfere with others use of Telephone Provider's Service.
  3. User may not use this Service for non-standard residential or non-residential purposes, including but not limited to commercial or broadcast facsimile, resale, telemarketing, internet or other data connections and autodialing. The Telephone Provider may immediately suspend, restrict or cancel the User's Service if used in this manner. Provider may also move User to a rated minute of use long distance plan and wherein the rates described in the Telephone Provider's corresponding tariff will apply to such use.
  4. Users may not use the Telephone Provider's Services in any manner that disrupts the Telephone Provider system for other Users, or which threatens to or actually causes damage to the Telephone Provider's system, or is considered to be abuse of the system. Depending upon the extent of the abuse, Users may receive warnings, or in some cases, have their Account suspended. Telephone Provider reserves the right to monitor User's actions when deemed necessary to troubleshoot connectivity problems or determine if there is an abuse of the Telephone system.
  5. Service is sold to a single User for use in a single household. Any attempt to resell or distribute service without the express written permission of Telephone Provider will result in immediate termination of service and possible criminal prosecution.

1. Violations of the User Conduct, Operating Policies and Conditions of Use are unethical and in some cases may be unlawful. Telephone Provider has no practical ability to restrict conduct which violates these policies and conditions and cannot ensure prompt removal of content or immediate cessation of violative conduct. Accordingly, Telephone Provider expressly denies a liability to Users or third parties for failure to enforce these policies and conditions.
  
1. In its sole discretion, Telephone Provider may initiate an investigation and, in order to prevent further possible unauthorized activity, may suspend access to Service to the individual Account in question. Confirmation of violations may result in cancellation of the individual Account and/or criminal prosecution.

#### 911KNOWLEDGEMENTS

j) User could lose E911 service under the following conditions:

1. If the User relocates the CPE installed by Telephone Provider without first advising Telephone Provider of relocation. This will have an adverse affect on Telephone Provider's ability to deliver E911 services.
2. Only numbers under the direct control of Telephone Provider and their partners are covered under this agreement. Any non-native numbers obtained by any means are not the responsibility of Telephone Provider or their partners. Use of non-native phone number on this CPE device could cause E911 services to not work.
3. Should the broadband connection fail the E911 service may not work properly.
4. In the event of an electrical power outage E911 services could be impacted after the battery life on the CPE has been exhausted if CPE does in fact have battery back up.
5. If there is a delay in making the User's registered location in the ALI database.
6. If your telephone service account or any other account with Telephone Provider is past due, Telephone Provider may terminate the telephone service upon notice to you. If Telephone Provider temporarily or permanently disconnects your telephone service because you failed to pay your bill, Telephone Provider will stop providing you with 911/E911 service.
7. E911 service may ring to the administrative line of the PSAP.

Telephone Provider provides fully functioning E911 services and will always go to extraordinary lengths to maintain that service at the highest possible level. By signing this agreement User acknowledges that they understand that possible circumstances under which E911 services may not be available.