



PO Box 190
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(423) 272-8821
Fax: (423) 272-8447
www.holstonelectric.com
www.holstonconnect.com

STANDARD TERMS AND CONDITIONS OF SERVICE

IMPORTANT NOTICE

The terms and conditions of this Service Agreement (“Terms” or “Agreement”) constitute the agreement (“Agreement”) between HOLSTONCONNECT (“Company”, “We”, “Us”) and the User (“You,” “User” or “Customer”) of the Company’s residential and small business communications Services, and any related products or services (“Service”). This Agreement governs both the Service and the Adapter or any other connection Device (“Device” or “Equipment”), used in conjunction with the Service. Service shall include high-speed internet, HolstonTV as internet protocol television, or telephone provided by HolstonConnect.

BY USING THE SERVICE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT INCLUDES MANY IMPORTANT TERMS, INCLUDING: WARNINGS THAT YOU MAY BE UNABLE TO USE THE SERVICE FOR 911 OR OTHER EMERGENCY CALLS UNDER CERTAIN CIRCUMSTANCES; LIMITS AND DISCLAIMERS ON COMPANY’S LIABILITY; AND THE REQUIREMENT THAT YOU COMMIT TO A MINIMUM TERM OF SERVICE TO WAIVE THE INSTALLATION FEE.

SERVICE

Service is offered on a monthly basis for a term that corresponds with the date Your HOLSTONCONNECT service was activated and ends on the day before the same date in the following month.

Any debts, including equipment replacement charges, owed HOLSTONCONNECT will be reflected in the account balance and will be reported to the credit bureau within 90 days of cancellation. Equipment returns will not be accepted after 90-day cancellation period.

If You subscribe to the Company’s Residential Services, which is defined as Service intended solely for the subscriber’s residence, or home, and not for commercial purposes (“Residential Services”), the Service and the Device are provided to You solely for such residential use. You shall not resell or transfer the Service or the Device to another party.

If You subscribe to the Company’s Business Services, which is defined as Service intended solely for the subscriber’s use to support commercial, for-profit or not-for-profit, non-residential enterprises (“Business Services”), the Service and Device are provided to You as a small business User. Because We cannot guarantee uninterrupted electric service at all times, you may experience occasional outages. For this reason, we recommend that You maintain an alternative method for backup. You shall not resell or transfer the Service or the Device to another party.

An unlimited use account will have a domestic long distance use allowance of 2000 minutes per residential user or per residential line and 3000 minutes per business user or per business line.

LIMITATIONS OF SERVICE

Customer acknowledges, and agrees, to the following limitations of service:

- a. Not a telecommunications service. The Service is not a telecommunications service and the Company provides it on a best efforts basis. Important distinctions exist between telecommunications service and the Service offering that We provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect Your rights of redress before regulatory agencies.
- b. Operator assisted calling. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) Services in one or more (or all) Service areas.
- c. Phone numbers. The phone numbers You obtain from Us for Residential Service may be listed in any telephone directories. Phone numbers transferred from Your local phone company may also be listed.
- d. Compatibility with other devices and systems. The Service may not be compatible with fax machines and DVR-type services. All non-voice communications equipment, including but not limited to, home security systems or alarm systems that are set up to make automatic phone calls, modems, data modems, any device that relies upon a modem, or other hearing impaired devices, and medical monitoring devices (“Non-Voice Systems”), may not be compatible with the Service and may be interrupted or permanently disabled by installation or operation of the Service. You are solely responsible for the operation and use of such Non-Voice Systems with the Service, including taking any necessary steps, as permitted under Your agreements with the Company, to ensure compatibility between such Non-Voice Systems and the Service.
- e. Other providers. You authorize the Company to act on Your behalf, as Your agent, in moving Your telephone number and related local and long distance services from Your current provider to the Company or any of its wholesale service providers. You acknowledge that the Company may change wholesale providers from time to time and may move Your phone number from one wholesale carrier to another at any time. You acknowledge that the Company will become the customer of record for all phone numbers that We move or “port” to the Service.
- f. Security. The Service relies upon portions of the public Internet, and third party networks, to transmit voice and other communications signals. The Company cannot, and does not, guarantee that the Service is secure, or can be used in a secure manner.
- g. High-Risk Uses. The Service is not fail-safe or designed or intended for use in situations where error-free or uninterrupted service is essential, including uses involving vital communications in which an error or interruption in the Service could lead to injury to business, persons, property or the environment (“High-Risk Uses”).



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- h. Customer acknowledges portions of HolstonTV's stream and HolstonConnect's services may be "blacked out" in your viewing area (e.g., local broadcast channels, sporting events and/or other content for which you do not have the rights to access); if you circumvent or attempt to circumvent any of these "blackouts," then you may be subject to termination of your services and to legal action brought by us or third parties.
- i. Portions of HolstonConnect services may have additional restrictions and your access to services will be subject to those restrictions (e.g., you must be at least 18 years of age, or the applicable age of majority where you live, in order to access certain adult-oriented material).

REVISIONS, AMENDMENTS, OR MODIFICATIONS TO THESE TERMS

The current version of this Service Agreement can be found at: www.holstonconnect.com on our Legal page. The Company may change this Service Agreement or the Service from time to time by posting a revised version of this Service Agreement or announcing Service changes on the Company's website currently located at: www.holstonconnect.com. Changes will become effective once posted, and Your continued use of the Service will constitute Your acceptance of any such changes. However, if You do not wish to continue Service after a change or modification in features or functionality that materially effects the Service to You, you may terminate this Service Agreement by notifying the Company. HolstonConnect reserves the right anytime and from time to time to modify or discontinue, temporarily or permanently, the Service, including the App or any part thereof, with or without notice. You agree that HolstonConnect will not be liable to you or to any third party for any modification, suspension, or discontinuation of the App.

TERMINATION OF SERVICE – RESIDENTIAL AND BUSINESS

To cancel or terminate the Company's Residential or Business Service, you must contact our offices at (423) 272-8821 and provide notifications at least three (3) days before the end of the monthly term in which the notice is given. If You DO NOT notify Us that You are porting (moving) Your phone number to a new phone company, we will turn off Your HOLSTONCONNECT service and terminate billing at the end of the current billing term. If You DO notify Us that You are porting (moving) Your phone number to a new phone company, we will be required to leave Your HOLSTONCONNECT Service active until You or Your new phone company notify Us that the port-away has completed. The phone service must remain active until the port-away has occurred or your phone number may be lost. Once We're notified that the port-away has completed (either by Your new phone company or by You returning the HolstonConnect Equipment to Us), We'll turn off Your HOLSTONCONNECT Service and terminate billing at the end of the current billing term. Any HolstonConnect equipment has a value as determined in the rate schedule of the HolstonConnect Guidelines. You authorize the Company and its agents to collect the Equipment replacement charge if the HolstonConnect Equipment is not returned within 30 days of Your notice to cancel. You bear all risk of loss of, theft of, casualty to or damage to the Equipment; from the time it is shipped to You until the time (if any) when it is returned to Us in accordance with this Agreement.

If You are canceling Service, it is Your responsibility to notify Us if You have requested HOLSTONCONNECT to port Your number from another company and it has not yet completed the porting process. The Company will attempt to cancel the porting of Your number to HOLSTONCONNECT once You've notified Us of Your intent to cancel. If the porting has completed, it is Your responsibility to notify Your new phone provider to port Your number from Us.

For Residential Services, We reserve the right to suspend or discontinue the Service generally, or to terminate Your Service, at any time in Our sole and absolute discretion. If We discontinue the Service generally, or terminate Your Service without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If Your Service is terminated on account of Your breach of any provision of this Agreement, you may be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable.

For Business Services, we reserve the right to suspend or discontinue the Service generally, or to terminate or suspend Your Service for failure to rectify a violation of the Service Agreement within 3 days after receiving notice thereof from the Company. If We discontinue the Service generally, or terminate Your Service, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If Your Service is terminated on account of Your failure to correct any breach of any provision of this Agreement, you may be responsible for charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable. Service may be suspended by the Company without prior notice if necessary to comply with applicable laws or to preserve the integrity of service to other Customers.

We shall reserve the right to not reconnect services that have been terminated, suspended or discontinued once payment, fees, and penalties are received until the following business day the office is open. We reserve the right to first apply all monies received to any unpaid Holston Electric Cooperative accounts where the customer of HolstonConnect presently resides or has formerly resided.

SERVICE REQUIREMENTS AND AVAILABILITY

You must supply certain equipment and facilities, such as a phone handset or equivalent, installed phone wiring and outlets, and a powered electrical outlet. You are responsible for supplying and ensuring that the equipment You supply is compatible with the Service and meets federal and other applicable standards. You represent that You either own Your equipment or have the right to use that equipment in connection with the Service. The Company shall have no obligation to provide, maintain, support or service Your equipment. If Your Internet Access Service is terminated, suspended or disconnected for any reason, the Service will not be available until You reestablish Your Internet Access Service with the Company. HolstonConnect grants you a non-exclusive limited license to use the HolstonTV App with subscription, including accessing and viewing the provider content on a streaming-only basis for personal, noncommercial purposes as set forth in Terms.

FEES AND OTHER CHARGES



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We publish on our website, www.holstonconnect.com, an explanation of fees for this service. These fees and charges may change from time to time. If You make calls to locations outside the US, It's Territories, and Canada, International rates will apply. You may be charged the applicable rate for each call You make to Directory Assistance.

911 EMERGENCY SERVICES

Carefully read the information below. By acceptance, and use, of the telephone service You acknowledge and accept any limitations of 911/E911 service, and You agree to convey these limitations to all persons who may have occasion to place calls over the telephone service. If You have any questions about 911/E911, call 423-272-8821.

LIMITATIONS ON 911 EMERGENCY SERVICE: The telephone service includes 911/Enhanced 911 functionality ("911/E911") that may differ from the 911 or Enhanced 911 function furnished by other providers. As such, it may have certain limitations. E911 service includes transmission of your telephone number, and information you provide to HOLSTONCONNECT about the physical location of the equipment and facilities that are used to provide your telephone service ("Registered Location"). When you dial 911, your emergency services call will be routed to the applicable Public Safety Answering Point, or other applicable emergency services call center, or local emergency authority ("PSAP"). If the PSAP is capable of receiving your telephone number and Registered Location ("E911 Information"), such information will also be conveyed to the PSAP when you dial 911.

REGISTERED LOCATION: USE OF THE TELEPHONE SERVICE FROM A LOCATION OTHER THAN YOUR REGISTERED LOCATION MAY CAUSE YOUR 911 CALL OR E911 INFORMATION TO BE ROUTED TO THE WRONG PSAP, MAY CAUSE EMERGENCY RESPONSE PERSONNEL TO BE DISPATCHED TO THE WRONG ADDRESS, AND MAY RESULT IN OTHER PROBLEMS WITH ACCESSING AND OBTAINING EMERGENCY SERVICES, INCLUDING BUT NOT LIMITED TO YOUR INABILITY TO RECEIVE EMERGENCY SERVICES. AS A RESULT, YOU MUST UPDATE YOUR REGISTERED LOCATION WITH HOLSTONCONNECT BEFORE USING THE TELEPHONE SERVICE AT A NEW LOCATION. TO UPDATE YOUR REGISTERED LOCATION, CONTACT HOLSTONCONNECT CUSTOMER CARE AT 423-272-8821 OR AT THE ADDRESS SET FORTH AT www.holstonconnect.com.

EVEN IF YOU USE THE TELEPHONE SERVICE FROM YOUR REGISTERED LOCATION, TRYING TO CALL 911 OR OBTAIN EMERGENCY SERVICES THROUGH A 911 CALL MAY FAIL FOR A NUMBER OF REASONS, INCLUDING:

- a. **POWER FAILURE – IF THERE IS A POWER OR INTERNET OUTAGE OR INTERRUPTION, YOU WILL NOT BE ABLE TO USE THE TELEPHONE SERVICE FOR ANY 911 OR OTHER EMERGENCY CALLS (AFTER SUCH AN EVENT, YOU ALSO MAY NEED TO RESET OR RECONFIGURE THE EQUIPMENT BEFORE YOU CAN CALL 911).**
- b. **TERMINATION OR SUSPENDED SERVICE – IF YOUR TELEPHONE SERVICE OR INTERNET ACCESS SERVICE IS INTERRUPTED, SUSPENDED OR CANCELLED FOR ANY REASON (INCLUDING DUE TO TECHNICAL PROBLEMS, YOUR FAILURE TO PAY HOLSTONCONNECT, OR TERMINATION OF THIS TELEPHONE SERVICE AGREEMENT), YOU WILL NOT BE ABLE TO USE THE TELEPHONE SERVICE TO CALL 911;**
- c. **TRANSFERRED NUMBER – AS DESCRIBED FURTHER BELOW, IF YOU TRANSFER A TELEPHONE NUMBER FROM YOUR TRADITIONAL TELEPHONE SERVICE, THERE MAY BE A DELAY OR INTERRUPTION IN YOUR ABILITY TO USE THE TELEPHONE SERVICE TO CALL 911;**
- d. **UPDATED LOCATION INFORMATION – AS DESCRIBED FURTHER BELOW, IF YOU USE THE TELEPHONE SERVICE AT A NEW REGISTERED LOCATION, IT MAY TAKE SEVERAL DAYS AFTER YOU NOTIFY HOLSTONCONNECT OF THE NEW REGISTERED LOCATION BEFORE 911 CALLING OR E911 FUNCTIONS WILL BE AVAILABLE; AND**
- e. **TECHNICAL LIMITATIONS – NETWORK CONGESTION, RADIO INTERFERENCE, WEAK WIRELESS SIGNALS, OR OTHER CAUSES OF REDUCED INTERNET ACCESS SERVICE PERFORMANCE MAY PREVENT YOU FROM USING THE TELEPHONE SERVICE TO CALL 911 OR MAY DELAY THE ROUTING OF YOUR 911 CALL OR E911 INFORMATION. YOU SHOULD NOT RELY ON THE TELEPHONE SERVICE AS YOUR PRIMARY METHOD TO OBTAIN EMERGENCY SERVICES. IF YOU DO NOT FEEL COMFORTABLE WITH THESE LIMITATIONS, WE SUGGEST YOU MAKE ALTERNATIVE METHODS AVAILABLE TO CALL 911 OR OTHERWISE OBTAIN EMERGENCY SERVICES, SUCH AS THROUGH A TRADITIONAL TELEPHONE LINE OR A MOBILE PHONE.**

LIABILITY: YOU ACKNOWLEDGE AND AGREE THAT HOLSTONCONNECT WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911, AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS HOLSTONCONNECT AND ITS ASSOCIATED PARTIES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911. YOU ACKNOWLEDGE THAT YOU ARE AWARE OF AND UNDERSTAND THE FOREGOING LIMITATIONS AND AGREE TO ADVISE ALL PERSONS WHO MAY CONDUCT CALLS USING YOUR TELEPHONE SERVICE OF THE SAME.

"REVERSE 911" SERVICE: "Reverse 911" service is a telephonic community notification system that may be used to deliver outbound messages in the event of an emergency. The system employs a combination of database and mapping technologies to allow emergency responders to pinpoint a specific geographic area and deliver the appropriate message to residents in the affected area. Certain systems have the ability to call both listed and unlisted phone numbers. Subscribers should contact their local public safety agencies to determine if the number used in the provision of the telephone service can be registered with the local public safety agency. The technical limitations associated with the provision of Reverse 911 service are due entirely to the local public safety agency's network and systems capabilities. The Company shall not be liable for any failures, loss of service, interference, or incompatibility of any HolstonConnect service and any Reverse 911 service offered by local public safety agencies. Further, the Company offers no warranties, either express or implied, as to the availability of such Reverse 911 services, or their compatibility with the Service.

PROHIBITED USES

The content of HolstonConnect and Holston Electric Cooperative websites and Apps, including the text, images, software, audio and video, as well as the compilation of the content (collectively referred to herein as "Materials"), is the property of Holston Electric Cooperative, HolstonConnect, MobiTV and the



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content providers and is protected by U.S. and international copyright laws. Neither the websites, App, nor the Materials may be modified, reproduced, distributed, transmitted, publicly displayed, performed, or otherwise used, in whole or in part, without the prior written consent of Holston Electric Cooperative, HolstonConnect, MobiTV, Inc. ("MobiTV"), and the content providers.

You shall use the Service and the Device only for lawful purposes. You shall not use the Service or the Device in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately terminate Your Service if, in our sole and absolute discretion, we determine that You have used the Service or the Device for an unlawful purpose. In the event of such termination, you may be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of Your Service. If We believe that You have used the Service or the Device for an unlawful purpose, we may forward the relevant communication and other information, including Your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities. In addition, HOLSTONCONNECT will provide information in response to law enforcement requests, subpoenas, court orders, to protect its rights and property and in the case where failure to disclose the information may lead to imminent harm to the Customer or others.

Although We encourage You to use the Service to place calls to foreign countries from within the United States, we do not presently offer or support the Service in any countries other than the United States. If You use the Service or the Device outside of the United States, you will be solely responsible for any violations of local laws and regulations resulting from such use. We reserve the right to terminate Your Service immediately if We determine, in our sole and absolute discretion, that You have used the Service or the Device outside of the United States.

You agree not to: use the Service in connection with surveys, contests, pyramid schemes, chain letters, junk e mail, spamming or any duplicative or unsolicited messages (commercial or otherwise); defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information; advertise or offer to sell or buy any goods or Services for any non-personal purpose; harvest or otherwise collect information about others, including e-mail addresses, without their consent; create a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message; use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity that is not a Service member any directory of the Service members or other User or usage information or any portion thereof other than in the context of Your use of the Service as permitted under this Agreement, and these terms of service; transmit or upload any material that contains viruses, trojan horses, worms, time bombs, cancel bots, or any other harmful or deleterious programs; transmit or upload any material that contains software or other material protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless You own or control the rights thereto or have received all necessary consents; interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks; attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; host any type of publicly accessible file sharing, gaming, or email server including, but not limited to HTTP, FTP, SMTP, POP3, and Peer-to-Peer; interfere with another member's use and enjoyment of the Service or another individual or entity's use and enjoyment of similar Services.

The Company has no obligation to monitor the Service or any User's use thereof or retain the content of any User session. However, the Company reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. The Company reserves the right to implement reasonable network management practices to ensure service quality levels are maintained.

You agree not to share (or re-sell) the Service with anyone not residing at the Service address. You agree and understand HolstonConnect Services are not intended to be used by children without involvement and approval of a parent or other legal guardian, and Holston Electric Cooperative and HolstonConnect are not responsible for the use of the Services by anyone under 18 years of age.

RELOCATION REQUIREMENT

The Service may be used only at the Registered Location You provide to the Company. If You wish to relocate the Equipment, you must contact the Company for information on Service availability at the new location. If the Service is available at Your new location, you must update and register the new location with the Company in order to update our records for the Service and help make 911 services and E911 features available to You. If Service, 911 calling or an E911 feature is not available at the new location, Your Service will be terminated or suspended until You return the Equipment to a location with Service, 911 and E911 availability and provide Us updated information for the new location. Using or moving, or attempting to use or move, the Equipment or Service to a location without complying with is a violation of this Service Agreement and You do so at Your own risk.

LOCAL NUMBER PORTABILITY

If You are transferring Your existing phone number from another service provider for use with the Service, the following terms and conditions also shall apply:

- a. You will cooperate fully with the Company and provide promptly all information, including a letter of authorization or other documentation, as requested by the Company in connection with the processing of Your order for Service;
- b. You authorize the Company to notify Your current telephone service provider of Your decision to switch Your local, local toll and long distance services to the Service, and You represent You are authorized to take such actions;
- c. You acknowledge that if You set up the Service prior to the date that the number switch becomes effective (the "Port Effective Date"), You may be able to place outgoing calls but not receive incoming calls over the Service, and may not be able to make 911 or other emergency calls over



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the Service, until the Port Effective Date (in such a case, You should keep another phone connected to an existing phone extension at Your service location to receive incoming calls until the Port Effective Date); and

- d. You acknowledge that if the Service is not yet activated as of the Port Effective Date, your existing phone service for the number You are transferring will be disconnected and You will have no service for that line. To help avoid an interruption in Your phone service, you should install the Service prior to, or on, the Port Effective Date. An estimate of the Port Effective Date may be sent to You by the Company following Your completion of the ordering process, but this is only an estimate and not a guarantee of the Port Effective Date; and
- e. You acknowledge that the Company may use call detail, and customer proprietary network information, for all lawful purposes, including but not limited to actions related to the initiation, rendering, billing and collection of the Service. Further, such actions also include the use of such information for the purposes of testing, verifying, and otherwise assuring that the Service is delivered to You.

LIMITATION OF LIABILITY

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CLAIMS, DAMAGES, LOSSES OR LIABILITIES, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATED TO:

- a. DEVELOPING, INSTALLING, OPERATING, PROVIDING, IMPLEMENTING, MAINTAINING OR PARTICIPATING IN A 911 EMERGENCY TELEPHONE SYSTEM OR SIMILAR EMERGENCY SYSTEM OR ENHANCED 911 TELEPHONE SERVICE, INCLUDING WITHOUT LIMITATION (i) RECEIVING, DEVELOPING, COLLECTING, OR PROCESSING INFORMATION FOR E911 DATABASES, (ii) RELAYING, TRANSFERRING, OPERATING, MAINTAINING, OR PROVIDING 911 OR E911 SERVICES OR SYSTEM CAPABILITIES, OR (iii) PROVIDING EMERGENCY TELEPHONE AND RADIO COMMUNICATIONS FOR AMBULANCE, POLICE AND FIRE DEPARTMENTS;
- b. INTERFERENCE OR INCOMPATIBILITY WITH OR DISRUPTION OF ANY NON-VOICE SYSTEMS, WHETHER CAUSED BY THE TELEPHONE SERVICE, INTERNET ACCESS SERVICE, ANY EQUIPMENT, OR OTHERWISE;
- c. ANY LACK OR BREACH OF SECURITY YOU OR ANY OTHER PARTY MAY EXPERIENCE OR BE EXPOSED TO WHILE USING THE TELEPHONE SERVICE; OR
- d. USE OF THE SERVICE FOR OR IN CONNECTION WITH ANY HIGH-RISK USES.
- e. This Section, Limitation of Liability, will survive termination or expiration of this Service Agreement, whether terminated by You or the Company, for any reason.

UNLIMITED USE OF SERVICE

The Company offers unlimited local and domestic long distance calling for residential or business use subject to the following limitations. Use of the service, including for any telemarketing purposes, that results in excessive use is strictly limited.

PRIVACY

The Company utilizes, in part, the public Internet and third party networks to transmit voice and other communications to and from the Subscriber. The Company is not liable for any lack of privacy which may be experienced with regard to the Service. Furthermore, the Service is offered over a platform that does not allow for the Company to encrypt the voice signals delivered over its network. Finally, the Company cannot guarantee, or protect, against the possibility that third parties may improperly attempt to capture signals, or communications, sent over the network.