

ATMC Broadband Service

Offered through Atlantic Seawinds Communications, LLC

Customer Agreement

Effective January 1, 2016

**ATMC Broadband Service
Customer Agreement**

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ATMC Broadband Service Customer Agreement

1. Acceptance of Terms

Thank you for choosing ("ATMC") Broadband Service ("Service"). We encourage you to familiarize yourself with the Terms and Conditions of the Service as outlined in this Customer Agreement ("Agreement"). This material, including all information provided to you at the time you place your order for the Service, is the Agreement that will apply to your use of the Service.

By enrolling in, using, or paying for the Service you confirm your Agreement to these terms and conditions as well as your acceptance of the changes we make to the Agreement. If at any time after you have read the Terms and Conditions you do not agree to be bound by them, you should immediately end your use of the Service, and/or cancel your account.

The Terms and Conditions of the Service will be posted on the company website in the form of the Customer Agreement. Any change to the Terms and Conditions of the Service contained in the Customer Agreement will be posted on the Company website at least 30 days in advance of the effective date of the change.

2. Definitions

"You/Your" means any customer or other person or entity using the Service or any part of the Service, including, but not limited to, using the Service and the information or features offered in or through the Company Web Site.

"Customer" means a registered user of Service identified when Service is ordered.

"Company," "we," "our," and "us" means Atlantic Seawinds Communications, LLC and/or its affiliate authorized to provide you with the Service.

"Service" means ATMC Broadband Service. ATMC Broadband Service provides you with both high-speed Internet access and Internet Service.

"Software" means any Software — Company or third-party owned — that relates to your use of the Service, that enables the Service to function or that we make available to you in connection with the Service.

"Third Parties who contribute to the Service" means Company's officers, directors, employees, agents, licensors, suppliers, distributors, and any third-party distributors of the Service, Equipment or Software or third-party information providers to the Service (including any third party sponsoring a Web Site that Company, by agreement, establishes as a default home page for a customer or otherwise provides a hyperlink to from the Service).

3. Terms of Service

3.01 Term and Termination Fees

The minimum term of Service is one month. If subscriber chooses to disconnect all or a portion of the Service prior to the expiration of the minimum Term of Service, discontinuance charges will apply to the portion of Service being discontinued. Discontinuance charge is equal to the monthly recurring rates for Service.

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3. Terms of Service (Cont'd)

3.01 Term and Termination Fees (Cont'd)

If for any reason you cancel your Service prior to the end of the minimum service period, Company reserves the right to require you to return your Equipment in the original packaging and such Equipment must be in good working condition. Equipment shall be returned within 45 days of canceling your Service.

If we cancel the Service for a violation of the Agreement, we reserve the right to charge you an Early Termination Fee.

3.02 Cancellation of Service

You may cancel the Service at any time by calling our customer service number 1-910-754-4311 or 1-888-367-2862, and notifying the Company Customer Service Representative that you wish to cancel the Service.

3.03 Qualification Check

To be eligible to receive the Service, the equipment that you intend to use for the Service must meet certain technical requirements ("Qualifications"). We will provide various methods for determining qualifications of your equipment.

3.04 Fixed-Location Service

You acknowledge that the Service is a fixed-location Service. This means that the Service may not be moved to a different Service location (even if the telephone number for the Service remains the same). If you are moving to a new Service location, please contact us by calling the customer service number on your bill so that we can expedite the transfer of the Service to your new location. If you transfer your Service, you may not be eligible to receive the prices and charges for the Service that you received prior to the transfer.

4. Customer Care

4.01 Account Maintenance

If you are a customer and you have any questions about your account or the use of the Service, want help resolving a problem with your Service, believe someone is using your account improperly, or wish to update the information you gave during the order process, you may contact our customer service department by:

Phone:	Repair 1-910-754-4317 Customer Service 1-910-754-4311 or 1-888-367-2862
Mail:	ATMC P.O. Box 3198 Shallotte, NC 28459
Online:	www.atmc.net

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4. Customer Care (Cont'd)

4.02 Technical Support

If you are a customer and have questions about the use of the Service or need help resolving a problem with your Service you may contact us for assistance by calling: 1-910-754-4317.

For any other matters, visit our Company Internet Support Web pages at www.atmc.net. From this site, you can access online information regarding common support topics.

5. Company's Online Privacy Policy

Company reserves the right to contact customers with important information and general notices when necessary. For more information about Company's Privacy Policy, please visit www.atmc.net.

As a Service customer, you give us information about yourself that we use to conduct our daily business with you. With Company's Online Privacy Policy we want to assure our customers that we keep such customer-identifiable information as confidential as possible. To view Company's Online Privacy Policy go to www.atmc.net.

6. Requirements Regarding Eligibility, And Your Email I.D.

6.01 Eligibility

(A) Service requested for a residential Service location, must be registered in the name of an individual residing at that location and that individual must be at least eighteen years old at the time of the request.

(B) Service requested for a commercial Service location must be registered in the name of the business which will use the Service at that commercial Service location.

6.02 E-mail I.D.

During registration, we'll ask you to enter the name or number you want as your e-mail I.D. If the e-mail I.D. you choose is already in use, or if we cannot accept it for any other reason, we'll ask you to enter another, change it, or give one to you. You are solely responsible for all use of your account and for the security of your identification codes, passwords and any other information that you use to protect access to your data, your file name(s) and files, network and user access, and any other information you disseminate through use of the Service or through other Internet Service. Therefore, you should secure your equipment so that only authorized users can gain access to your Service account. You may not transfer or permit people outside your household or business to use your Service account outside of your registered Service location. You agree to (a) immediately notify Company of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session.

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7. Billing And Payment

7.01 Commencement of Billing

If you are self-installing the Equipment and Software (defined in Section 8. Equipment And Software, Company will begin monthly billing for the Service once your order is processed and the Service are provisioned (we refer to this date as the "Service Activation Date"). You are encouraged to complete installation promptly because you will be responsible for full payment for the charges on your Company bill even if you have not yet installed the Equipment and Software at the time the bill is rendered. If you request a professional installation to install the Equipment and Software from Company, billing commences upon successful completion of the professional installation.

7.02 Agreement to Pay

You agree to pay us for all charges related to your account (including, but not limited to, any Shipping & Handling Fees, Installation Fee, No Show Fee, Activation Fee, Repair and Maintenance Fees, additional hours of Service beyond the standard hours offered with the Service and all applicable taxes and all charges associated with connecting to the Service whether imposed on Company or directly on you) in accordance with this Agreement at the prices and charges provided to you when you enrolled, which may change as set forth in this Agreement. Company shall have the right to terminate or suspend your account for failure to pay your bill in a timely manner. In addition, Company shall have the right to use alternate means to collect unpaid charges to your account in the event of non-payment.

7.03 Professional Installation Charge

If you make a request for the Company to install the Equipment and Software, you must pay an Installation Charge in the amount specified by Company at the time you enroll in the Service, or when you request a transfer of the Service. In the event that no one authorized to permit installation of the Equipment and Software is available at your Premises at the time you scheduled an installation appointment, and notification was not provided to Company at least 48 hours in advance, we reserve the right to charge you a No-Show Charge.

7.04 Activation Fee

A Service Activation Fee will be applied to your first billing statement. Company reserves the right to waive this fee.

7.05 Shipping & Handling Fee, all taxes and other charges

Such charges may be billed to your Company bill and such charges are non-refundable.

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7. Billing And Payment (Cont'd)

7.06 Payment Methods

You authorize Company to charge any amounts payable by you in connection with your use of the Service automatically by credit card or through electronic funds transfer or on your Company Telephone bill (including but not limited to, as applicable, any Termination Fees, Installation Charges, and No-Show Charges).

If you choose to bill your charges for the Service to your credit card, your right to use the Service is subject to any limits established by your credit card issuer. All payments shall be made pursuant to the terms of the pricing and other information relating to the Service, which is available during the ordering process, or on the Company Web Site and incorporated by reference in this Agreement, including the provisions of the billing option you selected.

You authorize Company to charge any amounts payable by you in connection with your use of the Service automatically to the credit card you provided in the ordering process or such credit card number you provide thereafter, subject to the terms and conditions of the agreement between you and your credit card issuer. It is your responsibility to update the credit card information that you use to pay for the Service. If you bill your use of Service to your credit card, your right to use the Service is subject to any limits established by your credit card issuer. If you do not update your credit card information, Company may suspend your use of the Service. Company may also make other billing options available. If Company makes other billing options available, you agree to abide by terms and conditions applicable to those options. For those customers who already receive a combined bill and elect to pay for the Service using a combined bill, payment of all Service charges is due 20 days after the date of your bill and must be made in U.S. currency. Time is of the essence for payment.

7.07 Charges and Payments for Service or Facilities

(A) Description of Payment and Billing Periods

- (1) Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.
- (2) The Company shall establish the start date for monthly bill periods and such monthly periods shall continue through the term of the Agreement.
- (3) Proration of Charges - Adjustments for the quantities of Service established or discontinued in any billing period beyond the minimum period set forth for Service in other sections of the Agreement will be prorated to the number of days based on the total number of days in the billing period.

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7. Billing And Payment (Cont'd)

7.07 Charges and Payments for Service or Facilities (Cont'd)

(B) Deposits

- (1) The Company may, in order to safeguard its interests, require a Customer to make a suitable deposit or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of the payment of charges. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any Service. The Company may increase the amount of the deposit to reflect increases to the Customer's annual bill. The Customer will receive a receipt for the deposit.
- (2) Any deposit as referred to in this Section shall be held by the Company to secure the payment of the Customer's bill. At the Company's option, the deposit may be refunded or credited to the Customer at any time prior to the termination of Service.
- (3) Deposits secured by the Company will be retained as a non-interest bearing security.
- (4) The fact that a deposit is made does not relieve the Customer from making advance payments or from complying with the Company's regulations for the payment of bills in accordance with the terms herein and does not constitute a waiver or modification of the regulations of the Company providing for the discontinuance of Service for nonpayment of any sums due the Company for Service rendered.
- (5) Upon termination of Service, and assuming deposits of the Customer are not applied, the deposit will be credited to the Customer's account and any credit balance will be refunded after all amounts due the Company have been paid.

(C) Taxes and Other Charges

- (1) In addition to payment for Service and Equipment, Customer must pay all taxes, fees, surcharges and other charges that the Company bills Customer related to Service. Taxes and surcharges will be in the amounts that federal, state and local authorities require the Company to bill Customer. The company will not provide advance notice of changes to taxes and surcharges, except as required by applicable law. All such taxes and charges shall be separately shown and charged on bills rendered by Company or its billing agent. You also must pay any access charges relating to the use of the Service through your account (even if access is through 800 or 888 numbers), whether imposed on Company or directly on you, which will be applied and included in bills issued to you.

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7. Billing And Payment (Cont'd)

7.07 Charges and Payments for Service or Facilities (Cont'd)

(C) Taxes and Other Charges (Cont'd)

- (2) Company may impose a Regulatory Cost Recovery Fee to help defray the Company's overall cost of providing Service. If imposed, the fee will be separately shown and charged on bills rendered by Company or its billing agent.

(D) Payment and Late Payment Charge

(1) Payment Due Date

Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by state law will be applied to all amounts past due.

(2) Failure to Pay

We may suspend, restrict, or cancel the Service and this Agreement if you do not make payments for current or prior bills by the required due date, including payments for late fees or any other required additional charges.

(3) Late Payment Charge

Company may add late charges to any past-due amounts as specified in this Agreement. Acceptance of late or partial payments (even if marked "Paid in Full" or with other restrictions) shall not waive any of our rights to collect the full amount of your charges for the Service. Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

(4) Insufficient Funds Charge

If charges cannot be processed through your credit card, or if your bank draft or electronic funds transfer is returned for insufficient funds, we will charge you an additional \$25.00. This \$25.00 fee will apply each time an item is returned. If the state law where you receive the Service requires a different fee, we will charge you that amount.

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7. Billing And Payment (Cont'd)

7.08 Billing Disputes

If Customer believes Customer has been billed by the Company in error, Customer must contact the Company within sixty (60) days of the date of the bill which contains the disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old at the time Customer notifies the Company. Customer may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute. Customer must pay all non-disputed charges on the bill by the due date indicated on the bill. The Company will notify Customer of the results of its inquiry, and either adjust the billing, issue a credit, or notify Customer that all or a portion of the disputed amount is still owed. Customer will be required to pay such amount within fifteen, (15) days thereafter, and if Customer fails to pay this amount within the time required, Customer's account will be deemed past due and unpaid and Customer's Service subject to termination under this Agreement . Any payments Customer withholds pending resolution of the dispute may be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts. Customer agrees to reimburse the Company for reasonable attorneys' fees and any other costs associated with collecting delinquent or dishonored payments.

7.09 Credit Allowance/Service Interruptions

- (A) Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.
- (B) Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.
- (C) The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.
- (D) Only those portions of the Service or equipment operation disabled will be credited.

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7. Billing And Payment (Cont'd)

7.10 Service Interruption Measurement

- (A) In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for Service rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the Service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service. If the duration of the Service interruption is less than (48) hours, no credit allowance will apply.
- (B) A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

7.11 Price Changes

We may change the prices and charges for the Service from time to time. Unless otherwise stated, if we increase the price of your plan, we'll notify you by posting the new prices and charges on our company website at least 15 days prior to the effective date of the change. We may decrease prices and charges without providing advance notice.

7.12 Credit Check

You give us permission to obtain your credit information from consumer credit-reporting agencies at any time. If we determine that you may be a credit risk for (1) unsatisfactory credit rating; (2) insufficient credit history; (3) fraudulent or abusive use of any Company Service within the last five years; or (4) late payments for current or prior bills, we may refuse to provide the Service or we may require a deposit to establish or maintain Service(s). The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Deposits will be held in a non-interest bearing instrument. We may require you to increase your deposit at any time to reflect your estimated monthly charges based on actual usage or our reevaluation of your ability to pay. Establishment of a prompt payment record or credit may result in a partial or total refund of the deposit to you or credit to your account. If you default or terminate your registration with the Service, we may, without notice to you, apply any deposit towards payment of charges due. After 90 days following such termination, any remaining deposit or other credit balance will be returned without interest to you at your last known mailing address.

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8. Equipment And Software

8.01 Required Equipment and Software

You understand and agree that Service requires you to have a personal equipment that you own, or otherwise have a right to use in connection with Service. Your equipment must meet the requirements necessary to operate Service based on criteria that Company specifies. You may receive from Company certain equipment for connectivity to Service, including, but not limited to, a modem/router, micro filters, cables, adapters, (collectively, the "Equipment"). We may provide files in a CD-ROM that must be installed on your computer for you to receive the Service. These files, which may include third-party software, are referred to collectively as the "Software." The Equipment and Software required for installation of the Service will be provided to you at the time of ordering or installation.

8.02 Access to Your Premises

If you have elected to have us install your Equipment and the Software for Service, you authorize us and our employees, agents, contractors, and representatives to enter your premises ("Premises") in order to install, maintain, inspect, repair, or remove the Equipment and/or Software. All such Service will be conducted at a time mutually agreed to by you and us. By scheduling an installation appointment, you represent to us that you have the right to and do authorize us to enter the Premises. If you do not own the Premises, at our request you will provide us with the owner's name and address, evidence that you are authorized to grant access to the Premises on the owner's behalf, or (if needed) written consent from the owner of the Premises. You are responsible for cancellation of any previous high-speed Internet access service using the same facilities as those to be used for the Service.

8.03 File Modification/Backup Requirements

THE QUALIFICATIONS OF YOUR EQUIPMENT, AS WELL AS THE INSTALLATION (WHETHER SELF-INSTALLED OR COMPANY-INSTALLED), USE, INSPECTION, MAINTENANCE, REPAIR, OR REMOVAL OF THE EQUIPMENT AND SOFTWARE, MAY RESULT IN AN INADVERTENT SERVICE OUTAGE OR RECONFIGURATION OF YOUR EQUIPMENT, OR TEMPORARY INTERRUPTION OF YOUR TELEPHONE SERVICE. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR BACKING UP ALL EXISTING COMPUTER FILES BY COPYING THEM TO ANOTHER STORAGE MEDIUM PRIOR TO THE INSTALLATION OF YOUR EQUIPMENT AND THE SOFTWARE, AND PRIOR TO ANY INSPECTION, MAINTENANCE, REPAIR, OR REMOVAL OF YOUR EQUIPMENT AND THE SOFTWARE.

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8. Equipment And Software (Cont'd)

8.03 File Modification/Backup Requirements (Cont'd)

COMPANY DOES NOT REPRESENT OR WARRANT THAT INSTALLATION BY YOU OR A THIRD PARTY CHOSEN BY YOU WILL ENABLE YOU TO SUCCESSFULLY ACCESS OR USE THE SERVICE, NOR THAT ANY SUCH INSTALLATION WILL NOT CAUSE DAMAGE OR MODIFICATIONS TO, OR LOSS OF, ANY OF YOUR SOFTWARE, HARDWARE, FILES, DATA, OR PERIPHERALS. COMPANY AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES OR SERVICE PROBLEMS (INCLUDING TELEPHONE SERVICE) RESULTING FROM YOUR, OR A THIRD PARTY'S, FAILURE TO PROPERLY INSTALL, ACCESS, OR USE THE EQUIPMENT, SOFTWARE, OR SERVICE.

8.04 Company's Installation of the Software and Your Equipment

EXCEPT FOR OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LOSS, OR DESTRUCTION TO ALL OR A PORTION OF YOUR EQUIPMENT DURING OUR INSTALLATION OF YOUR EQUIPMENT AND THE SOFTWARE. IN THE EVENT OF SUCH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY COMPANY, COMPANY SHALL PAY FOR THE REPAIR OR REPLACEMENT OF THE DAMAGED, LOST, OR DESTROYED PORTIONS OF YOUR HARDWARE, UP TO A MAXIMUM AS PER THE TERMS OF OUR CURRENT TARIFF, AND OUR PAYMENT WILL BE YOUR SOLE REMEDY RELATING TO SUCH ACTIVITY.

EXCEPT FOR OUR WILLFUL MISCONDUCT, COMPANY AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO, LOSS, OR DESTRUCTION OF ANY SOFTWARE, FILES, OR DATA, REGARDLESS OF THE CAUSE OF SUCH DAMAGE, LOSS, OR DESTRUCTION. IN ADDITION, THE OPENING OF YOUR EQUIPMENT MAY VOID WARRANTIES PROVIDED BY THE EQUIPMENT MANUFACTURER OR OTHER PARTIES RELATING TO THE EQUIPMENT'S HARDWARE OR SOFTWARE. YOU CONSENT TO THE OPENING OF THE EQUIPMENT FOR THE INSTALLATION OF YOUR EQUIPMENT AND THE SOFTWARE FOR THE SERVICE. EXCEPT FOR OUR WILFUL MISCONDUCT, COMPANY AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER AS THE RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

8.05 System Compatibility

System devices such as a home security system, medical alert, or doorbell answering service that are set up to automatically dial the local police or fire departments, or other similar automatic reporting systems using telephone lines, may not be compatible with Service. You waive any claim against Company for interference with or disruption of such systems due to the Service. Professional installation may be required if you have any such devices. If you have devices connected to your phone line that is using your Broadband Service a professional installation may be required.

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8. Equipment And Software (Cont'd)

8.06 Right to Use Software

The use of Service may require the installation of Software. By installing and using the Service, you agree to abide by the terms and conditions of all applicable end-user software licenses.

8.07 No Modification of Software

You may not modify the Software in any way, or change or delete any copyrights, trademarks, service marks, and logos on the Service. In addition, you may not reverse assemble, reverse compile, or reverse engineer the Software.

8.08 Speed of Service

The actual speed of the Service experienced by you may vary and depends on a number of factors, such as your Service location, the amount of traffic on the Internet, the ability of your equipment to process data, environmental factors, and other factors beyond the control of Company. Company reserves the right to monitor or change your current plan speed at any time. No minimum level of speed is guaranteed.

9. Use of Service

9.01 Improper Use

You cannot create a network (whether inside or outside of your Service location) with Company's Broadband Service using any type of device, or equipment that may interfere with the network's operation. Any device used with the Service must adhere to all required industry standards for operation. You agree to use the Service in a manner consistent with our Acceptable Use Policy. Company may cancel, restrict, or suspend the Service and this Agreement for violating these provisions.

9.02 Use of Service

Service is available for use at residential service locations or at commercial service locations.

9.03 Multiple Users

You acknowledge that you are agreeing to the terms of this Agreement on behalf of anyone who uses the Service through your equipment. You have sole responsibility for ensuring that anyone who uses the Service through your equipment understands and complies with the terms and conditions of this Agreement. You further acknowledge and agree that you are solely responsible and liable for any violations of the terms of this Agreement, whether by you or by any other user of the Service through your equipment.

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10. Our Rights And The Rights Of Others

Company enables you to contribute to and gain from a wealth of materials - some owned by Company, others owned by third parties. In order to preserve everyone's rights, you must: print and download material from the Service for your own, non-commercial purposes only; limit the number of copies you make of Service-related materials; not alter any aspect of the Service; comply with the terms and conditions of third parties who provide you with materials, including Software; and not deliberately or accidentally export the Software to countries that the U.S. prohibits export to. Company is continuously working to improve Service for all of our customers through careful and efficient management of its network, especially during periods of peak demand.

10.01 Owned by Third Parties

Trademarks, service marks, and logos owned by third parties remain the property of those third parties.

10.02 Own

Company gives you a revocable, non-exclusive, non-assignable right and license to use the Service in accordance with these terms and conditions.

10.03 Number of Copies

Unless you have the express written consent of the copyright owner, you are limited to making one machine-readable copy, one backup copy, and one print copy of any Company-provided materials available from the Service.

10.04 Alter

For example, you may not modify the Software in any way, or change or delete any copyrights, trademarks, service marks and logos on the Service. In addition, you may not reverse assemble, reverse compile or reverse engineer the Software.

10.05 Export the Software

The words "export" and "re-export", mean transferring or releasing the Software to another country or to a national of another country. You certify that you are a U.S. citizen, U.S. resident alien, or Canadian citizen if you've received or installed: Software that carries a label restricting its export outside the U.S. or Canada; or Software including the Microsoft® Internet Explorer browser and a message in the Help/About Internet Explorer box that the Software supports "U.S. security"; or Any other Software that contains language in or on the Software restricting its export outside of the U.S. or Canada.

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11. Acceptable Use

To maintain an informative and valuable Service, Company has established the following guidelines regarding the use of the Service. While it is not our intent to control your online communication or monitor its content, we may edit or remove content that we become aware of and determine to be harmful, offensive or otherwise in violation of these terms. Violation of these terms may also result in the termination or suspension of your account. These terms apply to all content provided to or through the Service, including e-mail messages, newsgroup postings, chat, and personal web pages.

11.01 Act Responsibly

- (A) Don't use the Service to interfere with others' use of the Service or of the Internet in general, to conduct illegal or abusive activity, or to submit materials that violate the rights of others. Specifically: don't send messages, data, images and programs that are libelous, defamatory, obscene, pornographic, threatening, abusive, or hateful; don't send materials that contain viruses, worms, or any other destructive elements; and don't interfere with or infringe the copyrights, trademarks, logos, service marks, or confidential information of others.
- (B) You may not use or attempt to use the Service to violate its security or the security of systems accessible through it.
- (C) You're responsible for the use of your Service account. Remember that anyone who has unprotected access to your equipment will be able to use your Service account freely. Therefore, you should secure your equipment so that only authorized users can gain access to your Service account.

11.02 Be Fair

- (A) You understand and acknowledge that the Service is intended for your periodic and legitimately active use. In order to make the Service available fairly to all our customers, we reserve the right to terminate customers' sessions. In the event your session has been terminated for any reason, you may immediately reconnect.
- (B) You may not use your Service connection to host a dedicated Internet server site.
- (C) Violation of these fairness principles may result in the termination or suspension of your account.

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11. Acceptable Use (Cont'd)

11.03 Be Honest

- (A) You may not resell or otherwise redistribute the Service or profit in any other way by providing access to others.
- (B) Don't allow others outside of your household to use the Service.
- (C) Unless you're participating in an area of the Service that requires or encourages anonymity, use your real name in online communications.
- (D) You must abide by the terms and conditions applicable to your use of specific features of the Service, as well as terms and conditions applicable to other products or Service that are available through the Service.

11.04 Communicate, Don't Inundate

- (A) Don't post any single message to more than five online forums or newsgroups ("Spam Newsgroup Postings"), and please make sure your message doesn't deviate from the topic or violate the rules of those forums or newsgroups.
- (B) Don't send: (1) a piece of unsolicited commercial e-mail to any person; or (2) any unsolicited e-mail to more than 10 people if such e-mail could reasonably be expected to provoke complaints from its recipients (either shall be "Unsolicited E-Mail"). Don't engage in any of the foregoing activities by using the service of another provider, by channeling such activities through Service, or as a mail drop for responses or in any way indicating to recipients that Service was involved in the transmission of the Unsolicited E-Mail. We reserve the right not to deliver any outbound email, or any posting that violates the above guidelines. A note on relay spam: Sometimes someone who is not a customer of the Service will attempt to relay large numbers of e-mail, in bulk, off of or through one of our servers. We reserve the right to discard that bulk relay e-mail because it is an unauthorized use of our Service. Any e-mail addressed to you in care of the Service that is included may not be delivered to you.
- (C) Submit promotional materials only in areas of the Service designated for that purpose.
- (D) Don't submit charity requests, petitions for signatures, or any chain mail related materials.
- (E) Don't engage in any of the foregoing acts prohibited by this Agreement using another service provider.

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11. Acceptable Use (Cont'd)

11.05 Spam Filtering and E-mail Delivery

Company is committed to protecting your inbox from Spam. To do this, we may use a variety of screening and filtering techniques. Occasionally, legitimate e-mail sent from a server that is also generating spam, may be screened out. There are many reasons why e-mail is not delivered in any e-mail system, including addressing errors and software problems, as well as Spam-fighting techniques. Company tries to deliver noncommercial e-mail while preventing your mailbox and our system resources from being overwhelmed by unsolicited commercial e-mail. Please remember, though, that delivery of e-mail can never be guaranteed. We have no obligation to ensure that every piece of e-mail sent to you will be delivered. If you believe you have not received an e-mail that was sent to you, please ask the sender to try again or to contact his or her mail system administrator, who may be able to explain or solve the problem.

11.06 Content; Your Conduct And Use Of The Service

There is a wide variety and quantity of information available through the Internet using Service. While we hope you'll take full advantage of the Internet, please note that we don't have control over most of what's accessible through the Service — in other words, you're responsible for protecting yourself from harmful or inaccurate information. Therefore, by registering for and accessing the Service you understand and agree that all information, data, text, messages, postings, or other materials including links to other sites ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Company, are entirely responsible for all Content that you upload, post, or otherwise transmit via the Service. Company does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand and agree that by using the Service, you may be exposed to Content that is offensive, indecent, sexually explicit or objectionable. You understand that the technical processing and transmission of the Service, including your Content, may involve a) transmissions over various networks; and b) changes to conform and adapt to technical requirements of connecting networks or devices; and that under no circumstances will Company be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, or otherwise transmitted via the Service.

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11. Acceptable Use (Cont'd)

11.07 Monitoring and Removal of Content

Company does not pre-screen Content, but Company and its designees shall have the right (but not the obligation) to monitor any and all traffic routed through the Service, and in their sole discretion to refuse, block, move or remove any Content that is available via the Service. Without limiting the foregoing, we shall have the right to remove any Content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by us or submitted to us.

11.08 Investigation of Unlawful Conduct

Company cooperates fully with federal and state enforcement officials investigating unlawful behavior on Service's system, and customers are required to do the same. You acknowledge and agree that Company may preserve Content and may disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (1) comply with legal process; (2) enforce this Agreement; (3) respond to claims that any Content violates the rights of third-parties; or (4) protect the rights, property or personal safety of Company, its users, and the public.

12. Suspension Or Cancellation Of The Service

12.01 Your Cancellation of the Service

You may cancel the Service at any time in accordance with Section 3 of this Agreement.

12.02 Company Cancellation for Violation of the Agreement

We may immediately suspend, restrict, or cancel the Service and this Agreement, should you violate any of the terms of this Agreement. If the Service is suspended, restricted, or cancelled under this Agreement any fees and charges will accrue through the date that Company fully processes the suspension, restriction, or cancellation.

12.03 Other Company Cancellation of the Agreement

In addition to our cancellation rights under this Agreement, we may cancel the Service and this Agreement for any other reason by providing you with written notice (by e-mail or by U.S. mail) of such cancellation no less than 30 days prior to date of cancellation. In the event Company cancels the Service under this Agreement, any fees and charges will accrue through the date that Company fully processes the cancellation, but we will refund all prepaid fees and charges for the canceled Service.

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12. Suspension Or Cancellation Of The Service (Cont'd)

12.04 Outstanding Charges

You must pay all outstanding charges for the suspended, canceled, or restricted Service, including the Early Termination Fee, as applicable, and payment of any bills that remain due after the date of suspension, restriction, or cancellation under this Agreement. Subject to Section 7 of this Agreement, you must reimburse us for any reasonable costs we incur, including attorneys' fees, to collect charges owed to us.

12.05 Cancellation of Certain Broadband Speed Tiers

The company may, from time to time, cease to offer certain broadband speed tiers. When the company ceases to offer a broadband speed tier to which Customer is subscribed, the company may replace Customer's broadband Service with a speed tier of an equal or higher speed, without notice to Customer, if the price of the new broadband speed tier is equal to or less than the broadband speed tier to which Customer is subscribed.

13. Termination or Denial of Service by the Company

The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer:

- (A) In the event such Customer or its agent or, in the case of Wholesale Service the Customer's End User Customer: (a) willfully damages the Company equipment, interferes with use of the Company's Service by other Customers of the Company; (b) unreasonably places capacity demands upon the Company's facilities or Service; or (c) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (d) otherwise fails to comply with the provisions of these Rates, Terms and Conditions or applicable law; or
- (B) In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or
- (C) In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

14. Indemnification

YOU AGREE THAT WE SHOULD NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS AGAINST US THAT ARISE FROM YOUR USE, OR ANYONE ELSE'S USE, OF THE SERVICE. FURTHER, YOU AGREE TO REIMBURSE US FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON OUR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. THIS PROVISION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

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15. Limitations Of Liability

NOTHING IN THIS AGREEMENT LIMITS OUR LIABILITY, IF ANY, FOR OUR WILLFUL MISCONDUCT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE AND OF YOUR ACCOUNT — COMPANY AND THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR COST (INCLUDING CONSEQUENTIAL DAMAGES) YOU, OR ANYONE ELSE USING YOUR ACCOUNT, MIGHT INCUR DUE TO YOUR USE OR INABILITY TO USE THE SERVICE. IF YOU LIVE IN A STATE WHOSE LAWS PREVENT YOU FROM TAKING FULL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICE, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY LAW. IF OUR OR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE'S NEGLIGENCE CAUSES DAMAGE TO A PERSON OR PROPERTY (WITH THE EXCEPTION OF CLAIMS REGARDING YOUR HARDWARE, EQUIPMENT AND SOFTWARE WHICH ARE SUBJECT TO SECTION 8. Equipment And Software. OF THIS AGREEMENT, WE WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF DIRECT DAMAGES TO THE PERSON OR PROPERTY. IF OUR OR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE'S NEGLIGENCE CAUSES DAMAGE OF ANY SORT, WE AND ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF OUR CHARGES FOR THE SERVICE DURING THE AFFECTED PERIOD. FOR ALL CLAIMS THAT ARE NOT THE RESULT OF COMPANY'S OR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE'S WILLFUL OR INTENTIONAL MISCONDUCT, WE AND ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE WILL NOT BE LIABLE FOR PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, OR FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR REVENUE OR INCREASED COSTS OF OPERATION. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR WE OR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE WERE TOLD THEY WERE POSSIBLE, AND THEY APPLY TO ANY NEGLIGENCE CLAIM THAT DOES NOT INVOLVE WILLFUL OR INTENTIONAL MISCONDUCT, NO MATTER HOW THAT CLAIM IS STYLED OR ON WHAT LEGAL GROUNDS (SUCH AS CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION) IT IS BASED. WE OR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE WILL NOT BE LIABLE FOR ANY DAMAGES — AND WE WILL BE LIABLE ONLY FOR THE AMOUNT OF OUR CHARGES FOR THE SERVICE DURING THE AFFECTED PERIOD — IF SERVICE ARE INTERRUPTED, OR THERE IS A PROBLEM WITH THE INTERCONNECTION OF OUR SERVICE WITH THE SERVICE OR EQUIPMENT OF SOME OTHER PARTY. THIS SECTION WILL CONTINUE TO APPLY AFTER THE AGREEMENT ENDS.

**ATMC Broadband Service
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16. Limited Warranty

THE EQUIPMENT, SOFTWARE, AND SERVICE ARE PROVIDED BY COMPANY OR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. COMPANY AND ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE USE OR OPERATION OF THE EQUIPMENT OR SERVICE, OR THAT DEFECTS WILL BE CORRECTED. CUSTOMER'S SOLE REMEDY FOR A COMPLETE SERVICE INTERRUPTION, INCLUDING NO ACCESS, SHALL BE LIMITED TO A PRO-RATA CREDIT OF THE MONTHLY CHARGE FOR COMPANY BROADBAND SERVICE FOR THE TIME PERIOD IN WHICH THE SERVICE ARE INTERRUPTED, NOT TO EXCEED A MAXIMUM SERVICE INTERRUPTION TIME PERIOD OF TWO CONSECUTIVE MONTHS. TO QUALIFY FOR A CREDIT, YOU MUST CONTACT US BY CALLING CUSTOMER SERVICE 1-910-754-4311 OR 1-888-367-2682 WITHIN 24 HOURS OF DETERMINING THAT THE SERVICE ARE INTERRUPTED. A CREDIT WILL NOT BE ISSUED FOR ANY PERIOD THAT COMPANY OR OUR AGENTS ARE NOT PERMITTED TO TEST OR REPAIR THE EQUIPMENT, SOFTWARE, OR SERVICE, OR ARE NOT PROVIDED ACCESS TO THE PREMISES TO CONDUCT SUCH TESTING OR REPAIR. A CREDIT WILL NOT BE ISSUED IF THE INTERRUPTION IS DUE TO A PROBLEM BEYOND COMPANY'S OR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE'S REASONABLE CONTROL, OR DUE TO THE FAILURE OF POWER, EQUIPMENT, SOFTWARE, OR SERVICE NOT PROVIDED BY COMPANY, SUCH AS A VIRUS ON YOUR COMPUTER. COMPANY AND ANY THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE DO NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM, ERROR FREE, OR WITHIN A REASONABLE PERIOD OF TIME. EXCEPT AS THIS AGREEMENT EXPRESSLY STATES, WE MAKE NO EXPRESS WARRANTY REGARDING THE EQUIPMENT, SOFTWARE, AND SERVICE, AND DISCLAIM ANY IMPLIED WARRANTY, EITHER IN FACT OR BY OPERATION OF LAW, STATUTE, OR OTHERWISE, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH PARTICULAR STANDARDS. COMPANY AND THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE MAKE NO REPRESENTATIONS, OR ENDORSEMENTS REGARDING THE SERVICE, THE SOFTWARE, THE EQUIPMENT OR ANY THIRD PARTY MATERIAL AVAILABLE THROUGH THE SERVICE. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, CONTRACTORS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF, AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY AND THIRD PARTIES WHO CONTRIBUTE TO THE SERVICE FROM ANY LOSS, DAMAGE, OR COST (INCLUDING ATTORNEYS' FEES) RESULTING FROM YOUR VIOLATION OF THIS AGREEMENT OR ANY ACTIVITY RELATED TO YOUR ACCOUNT. CERTAIN EQUIPMENT OR SOFTWARE MAY BE SUBJECT TO THIRD-PARTY WARRANTIES, WHICH WE MAY PASS ON TO YOU AT NO ADDITIONAL CHARGE. AT OUR SOLE DISCRETION, WE MAY REPLACE DEFECTIVE EQUIPMENT AND MATERIALS ON BEHALF OF THE THIRD-PARTY MANUFACTURER, PROVIDED THAT YOU FOLLOW ALL APPLICABLE EQUIPMENT RETURN PROCEDURES THAT WE PROVIDE TO YOU.

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17. Miscellaneous

17.01 No Third-Party Rights

This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

17.02 Acts Beyond Our Control

Neither you nor we will be responsible to the other for any delay, failure in performance, loss, or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control, except that you must pay for any Service used.

17.03 Assignment

We can assign all or part of our rights or duties under this Agreement without notifying you. If we do that, we have no further obligations to you. You may not assign this Agreement or the Service without our prior written consent.

17.04 Notices

Notices from you to Company must be provided by calling the customer service number 1-910-754-4311 or 1-888-367-2862 for the Service. Notice from you to Company via e-mail is effective as of the date that you send the e-mail. Notice from you to Company made by calling Company is effective as of the date that our records show that we received your call. Company's notice to you under this Agreement will be provided by e-mail to the e-mail address provided by you, by postings on our Web site at www.atmc.net or by U.S. mail. Notice from Company to you via e-mail is effective as of the date that we send you the e-mail.

17.05 Separability

If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.

17.06 Governing Law

This Agreement will be governed by the law of the State of North Carolina, without regard to its choice of law rules.

17.07 Entire Agreement

This Agreement constitutes the entire Agreement between us and supersedes all prior agreements, understandings, statements or proposals, and representations, whether written or oral. This Agreement can be amended only as provided for in this Agreement. No written or oral statement, advertisement, or Service description not expressly contained in the Agreement will be allowed to contradict, explain, or supplement it. Neither you nor Company is relying on any representations or statements by the other party or any other person that are not included in this Agreement.

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18. Changes To This Agreement

This Agreement may only be changed in the manner provided for in this Agreement. We may change this Agreement from time to time. With respect to price changes, we will provide notice as described in this Agreement. With respect to other changes to the Agreement, we will notify you in advance of the changes by posting the changes on our web-site www.atmc.net.

IF YOU CONTINUE TO BE ENROLLED IN, USE, OR PAY FOR THE SERVICE AFTER ANY CHANGES IN THE PRICES, CHARGES, TERMS, OR CONDITIONS, YOU AGREE TO THOSE CHANGES.