

Internet Terms of Service

Brandenburg Telephone Company (BBTEL) provides Internet access (the "Service") subject to your agreement and compliance with the terms and conditions below (the "Agreement").

The following policies apply to mass market broadband Internet services offered by BBTEL. BBTEL offers enterprise level services that can be obtained by contacting offices at <http://www.bbtel.com> or www.brandenburgtelecom.com. It is BBTEL's policy to provide robust and reliable access to the Internet for all its residential and commercial subscribers. Because network resources are shared by all users, BBTEL has implemented the following policies to govern mass market Internet service. These policies are designed to: (i) ensure that shared network resources are allocated fairly among all users; (ii) allow users and prospective users to understand service policies and any significant limitations on the service; and (iii) provide a foundation that assures customers that they can rely on consistently receiving the level and quality of service to which they subscribe. BBTEL does not block access to, nor discriminate against, any lawful website or Internet application and, with respect to fixed Internet access services, supports the ability of users to select and attach the equipment of their choice to the network so long as that equipment: (i) is used for a lawful purpose consistent with BBTEL's Acceptable Use Policy (Internet Terms of Service); and (ii) does not harm the network or degrade network performance for other users. Customers are encouraged to familiarize themselves with the following policies which are deemed part of their Service Agreement. By using BBTEL's Internet service, the customer agrees to be responsible for compliance with these policies by third parties, such as friends, family members or guests that make use of the customer's service accounts or equipment to access the network for any purpose, with or without the permission of the customer.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SERVICE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, AND DO NOT WISH TO BE BOUND BY THEM, YOU MAY NOT ACCESS OR USE THE SERVICE.

I. REGISTRATION

A. In order to register for the Service, you must be at least 18 years of age, and you hereby represent and certify to BBTEL that you are at least 18 years of age. If you are a parent or legal guardian, you may authorize a minor under your control to use your account under supervision. You promise to adequately supervise the minor and are responsible for the minor's use of the Service. You further promise to indemnify and hold harmless BBTEL for the minor's use of the Service. You agree that you are fully responsible for such minor's conduct while using the Service, and for any consequences if the minor misuses the Service or the software, or otherwise violates this Agreement.

B. You further represent and certify to BBTEL that all information provided by you to BBTEL in connection with your registration, whether on-line or otherwise, is accurate, complete and current. You further agree to timely notify BBTEL of any changes to such information.

C. You agree that you may not, and shall not, transfer your account to another person without the prior written approval from BBTEL.

D. You agree to pay BBTEL's current charges in effect from time to time for all Internet access through your account, including but not limited to registration or monthly fees, connect time charges, minimum charges and other charges incurred by you or anyone using your password or account (unless notified by you pursuant to Section I.E.) at the rates in effect for the billing period in which those charges are incurred, including but not limited to charges for any purchases made through the Service and any surcharges incurred while using any supplemental networks or services other than the Service. You agree to pay all applicable taxes related to use of the Service. You agree that BBTEL has reserved the right to change all rates or to institute new rates and/or changes at any time. You further agree that you will be liable for all attorney's fees and collection fees arising from efforts to collect any unpaid balance on your account(s). Billing will be on a monthly basis and you agree that BBTEL may, in its sole discretion, change or modify the billing period without notice to you.

E. You agree that you are responsible for maintaining the confidentiality of all passwords issued to you by BBTEL to access the Internet. You are responsible for all charges resulting from the use of your password(s) and account in connection with the Service. If your account or password is accessed or used without your permission, you agree that you remain responsible for all such activities and charges until you notify BBTEL of an unauthorized use of your password and account by calling 270-351-4466, 270-422-2121, 270-547-4151 270-982-4466, 270-580-4466.

II. USE OF THE INTERNET

A. You understand that BBTEL does not operate nor control the contents of the Internet in any way, and that all merchandise, information and services offered or made available or accessible on the Internet generally are offered or made available or accessible by third parties who are not affiliated with BBTEL. YOU AGREE THAT YOU ARE TOTALLY RESPONSIBLE AND ASSUME THE RISK FOR YOUR USE OF THE SERVICE AND THE INTERNET. BBTEL AND ITS AFFILIATES MAKE NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH ANY BBTELSERVICE OR ON THE INTERNET GENERALLY, AND THEY SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. YOU FURTHER AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE, PROVIDED TO THE SERVICE OR THE INTERNET GENERALLY.

B. YOU UNDERSTAND AND FURTHER ASSUME THE RISK THAT THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. YOU AGREE THAT ACCESS TO SUCH MATERIALS IS AT YOUR OWN RISK. BBTEL HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

C. You agree that it is your responsibility to provide all telephone and other equipment and services necessary to access the service.

D. Unless you receive the prior written approval of BBTEL, you agree that you may not, and will not, reproduce, redistribute, retransmit, publish

or otherwise transfer, or commercially exploit, any information, software or other content which you receive through the Service.

III. NO SERVICE WARRANTIES

..A. THE SERVICE IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY BBTEL, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER BBTEL NOR ITS AFFILIATES WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

B. UNDER NO CIRCUMSTANCES SHALL BBTEL, ITS AFFILIATES OR ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM YOUR USE OF OR YOUR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR YOUR RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE.

C. If you are dissatisfied with the Service, or with any terms, conditions, rules, policies, guidelines or practices of BBTEL in operating the Service, your sole and exclusive remedy is to discontinue using the Service.

IV. PROPERTY RIGHTS AND COPYRIGHTED MATERIAL

A. You agree that all content accessed through the Service is the property of the applicable content owner and may be protected by applicable copyright law. This Agreement gives you no rights to such content.

B. EXCEPT AS EXPRESSLY PERMITTED HEREIN OR BY APPLICABLE LAW, BBTEL AND ITS SUPPLIER(S) RETAIN ALL RIGHT, TITLE AND INTEREST IN THE SOFTWARE UTILIZED TO ACCESS THE SERVICE. THIS SOFTWARE AND SOURCE CODE FORM CONTAIN CONFIDENTIAL TRADE SECRETS OF BBTEL AND/OR ITS SUPPLIER. EXCEPT AS EXPRESSLY AUTHORIZED ABOVE, YOU SHALL NOT COPY THE SOFTWARE, IN WHOLE OR IN PART, OR MODIFY, REVERSE COMPIL, REVERSE ASSEMBLE OR CREATE DERIVATIVE WORKS OF ANY PORTION OF THIS SOFTWARE, NOR RENT, LEASE, DISTRIBUTE, MARKET OR TRANSFER THIS SOFTWARE TO THIRD PARTIES.

C. You agree to abide by the copyright law and all other applicable laws of the United States, including, but not limited to, export control laws.

D. The Service and documentation are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in subparagraph (c) (1) (ii) of the Rights to Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software -Restricted Rights at 48 CFR 252.227-7013, as applicable. Manufacturer is Bluegrass Network LLC, 2902 Ring Road, Elizabethtown, KY 42701.

E. You agree that copyright material must not be placed on the Service without the permission of the owner(s) or person(s) they specifically

authorize. Only the owner(s) or other such authorized person(s) may upload copyrighted material to the Service.

F. You may download copyrighted material for your own use except as expressly provided by copyrighted law, copying, redistribution or publication must be with the express permission of BBTEL and the owner(s) or such authorized person(s) if other than BBTEL. Permission must be specified in the document, on the Service, or must be obtained directly from BBTEL and the owner(s) or such authorized person(s) if other than BBTEL. Any copying, redistribution or publication of copyrighted material, any changes to or deletion of author, attribution or copyright notice are prohibited.

G. BBTEL is committed to complying with U.S. copyright and related laws, and requires all customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is BBTEL's policy in accordance with the DMCA and other applicable laws to reserve the right to terminate the Service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who BBTEL, in its sole discretion, believes is infringing these rights. BBTEL may terminate the Service at any time with or without notice for any affected customer or user. COPYRIGHT OWNERS MAY REPORT ALLEGED INFRINGEMENTS OF THEIR WORKS THAT ARE STORED ON THE SERVICE OR THE PERSONAL WEB FEATURES BY SENDING BBTEL'S AUTHORIZED AGENT A NOTIFICATION OF CLAIMED INFRINGEMENT THAT SATISFIES THE REQUIREMENTS OF THE DMCA. UPON BBTEL'S RECEIPT OF A SATISFACTORY NOTICE OF CLAIMED INFRINGEMENT FOR THESE WORKS, BBTEL WILL RESPOND EXPEDITIOUSLY TO EITHER DIRECTLY OR INDIRECTLY (I) NOTIFY THE USER OF THE NOTICE OF CLAIMED INFRINGEMENT OR (II) DISABLE ACCESS TO THE WORK(S).

Copyright owners may send BBTEL a notification of claimed infringement to report alleged infringements of their works to:

Mr. Kelly Mattingly
Brandenburg Telephone Company
200 Telco Dr
Brandenburg, KY 40108
Ph: 270-422-2121
Fax: 270-422-4448
Email: kmatt@bbtel.com

V. YOUR CONDUCT

A. While using the Internet through the Service, you represent, warrant and promise that you will not:

Restrict or inhibit any other user from using and/or enjoying the Internet. Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including but not limited to transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international ordinance, regulation or law, including but not limited to the United States export control laws and regulations.

Post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful component.

Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes, except for that which is expressly permitted by the provider of such information, software or other material.

Upload, post, publish, transmit, reproduce or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder.

Upload, post, publish, transmit, reproduce or distribute in any way any component of the Service itself or derivative works with respect thereto, as the Service is copyrighted as a collective work under United States copyright laws.

B. You agree and understand that BBTEL has no obligation to monitor the Service in any way. You further agree that BBTEL has a right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation, ordinance or other governmental request to operate the Service properly, or to protect itself or its subscribers. BBTEL shall not intentionally monitor or disclose any private electronic mail message unless required by law. BBTEL reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

VI. BREACH OF THE AGREEMENT

BBTEL may deny you access to all or part of the Service without notice if you engage in any conduct or activities that BBTEL, in its sole discretion, believes violates any of the terms and conditions in this Agreement. If BBTEL denies you access to the Service because of such a violation, you agree that you have no right (1) to access through BBTEL any material stored on the Internet, (2) to obtain any credit(s) otherwise due to you, and such credit(s) shall be forfeited, and (3) to access third party services, merchandise or information on the Internet through BBTEL. You agree that BBTEL shall have no responsibility to notify any third party providers of services, merchandise or information and that BBTEL shall not be responsible for any consequences resulting from lack of notification.

VII. INDEMNIFICATION

You agree to defend, indemnify and hold BBTEL and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorney's fees, related to any violation of this Agreement by you or authorized users of your account, or in connection with the use of the Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you or authorized users of your account.

VIII. System Performance

BBTEL provides residential and commercial customers with a choice of data plans to meet their needs. While BBTEL provisions its network and equipment to ensure that its customers can enjoy the speeds to which they subscribe, Internet speeds generally result from a "best effort" service and are dependent on a number of variables, many of which are outside the control of an Internet Service Provider. Such variables include: the age and processing capability of the user's terminal device or computer; the number of applications running simultaneously; the presence of viruses or malware; whether the terminal equipment is connected to the network by wire or by wireless; the distance the data packets must travel between the user and the website; the presence of congestion on and technical configuration of any intervening networks; any gating or congestion management schemes employed by websites to limit download or upload speeds in cases where multiple users are served simultaneously. BBTEL does not guarantee that a customer will achieve the speeds set forth above at all times. Rather, the foregoing data speeds represent the best information available to BBTEL.

Typical Speeds

Service	Download	Upload	Latency
512K	512k	512K	45
2M/1M	2Meg	1Meg	40
2Meg	2Meg	2Meg	30

Speed tests that allow customers to test the upload, download and latency performance of their broadband data services are available free of charge from a number of sources. Generally, these tests are influenced by the same variables that affect Internet speed set forth above. Accordingly, the speed results would not be expected to match a test of BBTEL's network conducted under laboratory conditions. Please note, however, that all speed tests use different methodologies to calculate Internet connection speed so each of these tests would be expected to yield different results. Accordingly, each of these tests should be viewed as a helpful guide rather than as a definitive measurement of performance. The following are several sites, unaffiliated with BBTEL, that provide speed testing:

<http://www.speedtest.net>

<http://netalyzr.icsi.berkeley.edu>

<http://www.broadband.gov/qualitytest/about/>

IX. Network Management

BBTEL utilizes a fully redundant network architecture that is designed to provide users with true broadband speeds and reliability even during times of peak demand. The network has been constructed to meet projected traffic demands and is fully scalable to allow for capacity to be added to meet customer needs and to support newly developing and increasingly sophisticated applications well into the future. However, congestion can occur on any IP network, and, when it does, packets can be delayed or dropped

leading to service degradation and delays. Because network resources are shared by all end users, BBTEL has implemented a traffic management policy that is designed to ensure that all users are able to utilize their fair share of network resources during periods of high demand.

BBTEL employs a protocol agnostic congestion management policy that does not discriminate against particular applications. Users remain free to access the websites of their choice and run the applications of their choice consistent with Terms of Service Agreement. BBTEL deploys quality of service and network management servers and software that constantly monitor aggregate network traffic levels. BBTEL does not block ports or protocols.

X. Device Attachment Policy

BBTEL provides fixed broadband data services, users may generally attach the devices of their choice and run the applications of their choice, subject to their data package and the terms of their service agreement. While many devices such as routers, Bluetooth and WiFi cards, laptops, notebooks and tablets are readily available from third party sources, such as consumer electronics retailers, other devices, such as DSL modems and proprietary network gateways must be provided by or leases from BBTEL. BBTEL is not responsible for the compatibility, suitability or functionality of any equipment that is provided by the customer or any third party, and the customer remains fully responsible for ensuring that any such equipment does not cause any harm to the network or degrade the service of other users.

All Users are fully responsible for securing their equipment, including wireless routers, to prevent unauthorized access to the network by third parties and will be held fully responsible for the actions of such third parties that gain unauthorized access to the network through unsecured end user equipment.

XI. Commercial Terms

Your service order indicates whether you have agreed to a minimum service term for your service and, if so the number of months in the term. YOU WILL BE SUBJECT TO AN EARLY TERMINATION FEE IF YOU CANCEL SERVICES BEFORE THE END OF THE MINIMUM SERVICE TERM (OR IF WE TERMINATE YOUR SERVICE EARLY FOR CAUSE UNDER THE AGREEMENT) The Early Termination Fee is described on your contract for service.

Commercial Pricing:

Residential	Rate	Business	Rate
Up to 5M/1M	\$ 39.95	Up to 5M/1M	\$ 49.95
Up to 10M/1M	\$ 49.95	Up to 10M/1M	\$ 59.95
Up to 20M/1M	\$ 69.95	UP to 20M/1M	\$ 69.95

BBTEL has many packages tailored to meet users specific needs. Our customer service representatives are trained to help customers chose the correct package.

XII. Privacy Policy

We may collect information about your use of our products and services. Information such as call records, websites visited, network traffic data, and other similar information may be used to deliver and

maintain products and services, or to help you with service-related issues or questions. In addition, subject to any legal restrictions that may apply, this information may be used for other purposes such as providing you with information about product or service enhancements, determining your eligibility for new products and services, and marketing to you based on your use of products and services. This information may also be used to: (i) manage and protect our networks, services and users from fraudulent, abusive, or unlawful uses; and (ii) subject to consent practices described in this policy help us improve our services, research and develop new products, and offer promotions and other services. If you subscribe to BBTEL Internet access services, we may automatically measure and monitor network performance and the performance of your Internet connection to improve your, or our, overall service levels. If you contact us for service support, we also may access information about your computer, wireless device or other device settings to provide customized technical support or to install specific applications or services that you use or that are necessary to the applications or services you use. BBTEL will not gather information from your use of our Internet access service to direct customized advertising specifically to you based on your visits over time and across different non BBTEL websites, unless we first provide you with notice of our plan and obtain your affirmative consent.

Please note that BBTEL is not responsible for information, content, applications or services provided by others. Before you access, use, link to or download a service or application on your computer, you should review the associated terms of service and privacy policy. Personal information you submit in those contexts may be read, collected or used by the service or application provider and other associated with these forums in a manner different from that described here.

IX. MISCELLANEOUS

A. You agree that in the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with the applicable law as nearly as possible to reflect the original intention of the parties and the remainder of the provisions shall remain in full force and effect.

B. BBTEL's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

C. You agree that this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to its conflicts of law provisions. Any cause of action you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

D. You agree that this Agreement is personal to you and you shall not assign your right herein.

E. You agree that upon notice published over the Service, BBTEL may modify this Agreement, including but not limited to its prices and charges for the Service, and may discontinue or revise any or all other aspects of the Service at its sole discretion and without prior notice.

F. You agree that the terms for payment are net twenty (20) days in the currency in which billed. If any payment due hereunder is not made by you within twenty (20) days after the invoice date, you agree to pay late charges of ten percent (10%) per month with respect to such payment.

X. Digital Subscriber Line Service

(1) Digital Subscriber Line Service ("DSL Service") for residential customers is provided only to the customer, members of the customer's household, and guests, solely at the address indicated upon the customer's application for service. DSL Service may not be: (i) resold; (ii) shared; or (iii) provided to any other address.

(2) DSL Service for business customers is provided only to the business customer whose name appears on the application for service, and its employees, at the legitimate business addresses of the customer, or to business entities (and their employees only) which are under common control with their business customer. DSL Service may not be: (i) resold; (ii) shared; or (iii) provided to any other address.

(3) The determination of whether the provisions of paragraph G have been violated shall be within the sole discretion of BBTEL. In the event of a violation of the provisions of this paragraph G, BBTEL may terminate services to the DSL Service customer.

I REPRESENT THAT I HAVE FULLY READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.