

PLANTERS BROADBAND COOPERATIVE

TERMS AND CONDITIONS OF SERVICES

GENERAL TERMS:

Services – Planters Rural Telephone Cooperative dba Planters Broadband Cooperative (“Planters”) offers our customers a range of services (each a “Service” and collectively the “Services”) including:

- A. Traditional Telephone
- B. Traditional Long Distance
- C. Broadband Internet
- D. Bundled Services: (packages can include combinations of Telephone, Broadband Internet & Long Distance)

These Terms and Conditions of Services will serve as a service agreement (“Agreement”) between Planters and the individual service customer (“Customer”). For purposes of this Agreement, “you” and “your” or “Customer” refer to the person purchasing the Services. “We,” “our,” and “us” refer to Planters.

Traditional Telephone Service

The pricing terms and terms of service may be governed by tariffs and/or price lists that from time to time may be on file with the Georgia Public Service Commission and/or Federal Communications Commission. Subject to applicable tariffs and Planters’ Bylaws (if applicable), you must accept these terms and conditions (the “Agreement”) as a condition of receiving the Services. For purposes of this Agreement, “you” and “your” or “Customer” “Member” refer to the person purchasing the Services. “We,” “our,” and “us” refer to Planters.

Activation, Cancellation or Modification. Services can be ordered, cancelled or modified by calling our offices at 912.857.4411. In some cases we may be able to assist you remotely over the phone or via the internet by computer in accordance with our price list. If a visit to your location is required, we can arrange an appointment during our normal business hours. Fees apply in accordance with our price list for any work performed. Certain of our price lists may be listed on our website at www.planters.net. Any fees will be added to your bill if you are a current customer of Planters, and payment will be due in the same manner as payment for Services.

By enrolling in, activating, using, or paying for the Services, you agree to the terms and conditions provided on the Planters website, as amended, and, where applicable, in filed tariffs, in marketing and informational materials associated with the Services, all of which are incorporated herein by reference. If you do not agree to all of the aforementioned terms and conditions, do not use the Services and cancel the Services immediately by calling Planters at 912.857.4411 for further directions.

All use of the Services, whether or not authorized by you, shall be deemed your use. You are responsible for ensuring that all use of the Services complies with this Agreement.

Advances or Deposits. We may require you to make deposits or advance payments for Services, which we may use to satisfy your initial bill for Services, to offset against any unpaid balance on your account, or as otherwise set forth in this Agreement or permitted by law. Interest may be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness or for other reasons, we may establish limits and restrict service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by Planters of satisfactory payment history or as required by law, Planters may begin refunding of the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by Planters or as required by law.

Access to Premises. You will provide Planters with reasonable access to your premises in order to install, maintain, and repair the Services, and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that Planters may drill, cut, and otherwise alter improvements on the premises. If you do not own your premises, you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to make alterations Planters deems appropriate for the work to be performed. You acknowledge that Planters may use existing wiring, including altering the wiring and removing accessories, located within your premises.

You agree that the installation, inspection, maintenance, repair, and/or removal of any equipment could result in service outages or potential damage to your equipment, computers, computer network and/or the contents thereof and/or the loss of any recorded programming. Accordingly, you agree that you are solely responsible for providing any needed back-up for your information and data or programming and that in no event will Planters or any of its employees, agents, contractors, or business associates be liable for any loss of data or programming or damage to your equipment, computers, computer network and/or the contents thereof.

You will be responsible for payment of service charges for visits by Planters or its subcontractors to your premises when a service request results from causes not attributable to Planters or its subcontractors.

Traditional Long Distance, Broadband Internet

Traditional Long Distance and Broadband Internet are services generally provided by a Planters affiliated company other than directly by Planters and, depending upon the service, are subject to limited oversight by the Georgia PSC and/or Federal Communications Commission. Subject to applicable tariffs and Planters' Bylaws (if applicable), you must accept these terms and conditions (the "Agreement") as a condition of receiving the Services.

Activation, Cancellation or Modification. Services can be ordered, cancelled or modified by calling our offices at 912.857.4411. In some cases we may be able to assist you remotely over the phone or via the internet by computer in accordance with our fee schedules. If a visit to your location is required, we can arrange an appointment during our normal business hours. Fees apply in accordance with our fee schedules for any work performed. Certain of our fee schedules may be listed on our website at www.planter.net and are subject to change without notice. Any fees will be added to your bill if you are a current customer of Planters and payment will be due in the same manner as payment for Services.

By enrolling in, activating, using, or paying for the Services, you agree to the terms and conditions in this Agreement and applicable tariffs, including but not limited to the prices, charges, and terms and conditions provided to you in informational materials associated with the Services and on the Planters website, www.planter.net, as amended, all of which are incorporated herein by reference. If you do not agree to all of the aforementioned terms and conditions, do not use the Services, and cancel the Services immediately by calling Planters at 912.857.4411 for further directions.

All use of the Services, whether or not authorized by you, shall be deemed your use. You are responsible for ensuring that all use of the Services complies with this Agreement.

Modification of Agreement. This Agreement may be updated or changed by us from time to time. You can review the most current version of the Agreement at any time at: www.planter.net. If Planters makes a change to the Agreement and that change has a material impact on the Services, you will be provided notice of that change by contact to your current mail or email address in the records of Planters. You agree to periodically visit the aforementioned website to review any such changes. Your continued use of the Services following the sending of such notice by Planters, or the expiration of thirty (30) days following posting of the change on the Planters website, whichever occurs first, constitutes your acceptance of such changes.

Subscription for Services. Each Customer elects to subscribe to the Services for the Minimum Service Term set forth on the Customer's enrollment form or other subscription document commencing from the date of acceptance by Planters and installation, as applicable. If no Minimum Service Term is selected for the applicable Service, then the Minimum Service Term shall be one month from the date of commencement of Service.

You understand that, in order for you to use the Services, you must obtain proper equipment and installation supplied by Planters. You further agree that, should you terminate any Service prior to payment of all applicable amounts and/or fulfillment of the Minimum Service Term commitment, you will be liable for, and agree to immediately pay, any applicable amount for the following items which are not paid in full at the time of termination: (i) installation fee, and/or (ii) equipment charge. Additionally, by accepting the Service and terminating Service prior to expiration of the Minimum Service Term, you agree to pay a reimbursement of the total reductions, discounts and promotional offerings accepted by you in connection with your agreement to accept Services. You acknowledge that these charges and fees are in addition to any other normally billed amounts that may be owed at the time of termination.

You agree that the following terms and restrictions apply to the Services:

(i) Installation may require an on-site survey for signal strength or other Service availability and installation of equipment from a certified installer for Planters,

(ii) Planters does not provide, and is not responsible for Customer equipment and software used by you in connection with use of the Services (unless otherwise noted). You are responsible for all such equipment, software and any data thereon without responsibility or liability of Planters,

(iii) You are responsible for the following charges (to the extent applicable): all city, state, and federal taxes and other required charges on the Services provided, and any third-party fees that may apply to said Services; the cost for installation of any additional equipment or Service that Planters may install at your premises; the cost of any other work for which there is a fee; and the replacement cost of all Planters parts or equipment that may be damaged, lost, or stolen while in your possession,

(iv) You acknowledge that the Services will not function in the event of an Internet Protocol (“IP”) network interruption,

(v) You further acknowledge that the listed speeds for any Internet Service offering may not be available due to geographical and/or a number of other factors. Speed is not guaranteed unless stated so as part of the terms for service. Actual data transfer or “throughput” may be lower than sync-rate due to Internet congestion or configuration, server or router speeds, protocol overheads, signal strength or other factors which cannot be controlled by Planters,

(vi) The specific rates and charges for the Services may be set forth on Planters’ price list, and

(vii) Planters reserves the right to furnish the Services through affiliated companies, underlying providers and other third parties, in Planters’ discretion.

Pricing Changes. Planters reserves the right where allowed by regulation to change pricing for its Services at any time without notice to you; provided that Planters will not change the basic rate for ordered Services during the Minimum Service Term commitment period applicable to you. Following expiration of a Minimum Service Term commitment, or upon any payment default by you, Planters may adjust the rates for Services to reflect any pricing increases made by Planters for the applicable Services.

Payment. Payment of each invoice for the Services is due in full, without deduction or offset, within ten (10) days of the invoice date at the invoice address for payment. You agree to pay an early termination charge if you subscribe to Network Maintenance Service equal to \$12.95 times the number of months remaining in the 12 month Minimum Service Term in the event you cancel or terminate the Network Maintenance Service prior to expiration of the Minimum Service Term. This early termination charge is in addition to all other fees and charges due from you under this Agreement or otherwise.

Any loss of Services caused by the action or inaction of the Customer, or by a defect or failure of Customer equipment, will not suspend Customer's obligations to pay for the Services, and Customer shall remain liable for all applicable charges.

If the entire amount of payment due is not received by the payment due date, a late payment charge may be charged to you. You agree to pay interest on any amounts past due at the rate of 1 1/2% per month (or the maximum amount allowed by law, whichever is less). You also agree that Planters may suspend and/or terminate the Services if any amounts due Planters are not paid by their due date. Planters may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, you agree to reimburse Planters for all expenses incurred to recover sums due, including attorneys' fees and other legal expenses. You will be charged a fee for any check or other instrument (including credit card charge backs) tendered by you and returned unpaid by a financial institution for any reason.

Credit Card and Credit Reporting Authorization. You will be asked to provide us with payment, which can be in the form of a credit card from a card issuer that we accept. You hereby authorize Planters to charge and/or place a hold on your credit card with respect to any unpaid charges related to the Services. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement is to be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize Planters and/or any other company who bills for products or services or acts as billing agent for Planters to continue to attempt to charge and/or place holds on your credit card with respect to all sums described herein, or any portion thereof, until such amounts are paid in full.

You agree to provide Planters with updated credit card information upon Planters' request and any time the information you previously provided is no longer valid. You are solely responsible for maintaining and updating the credit card information. Without limiting the applicability of any other provisions of this Agreement, you acknowledge and agree that neither Planters nor any Planters affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at Planters' option, to the account number provided for such automatic payment or electronic funds transfer plan.

To the fullest extent permitted by applicable law, you authorize Planters to disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations. You understand that if you fail to fulfill the terms of your obligations to Planters, Planters may report your failure to credit reporting agencies as well as pursue Planters' other rights and remedies.

Planters Equipment. Unless expressly identified as being sold to Customer, title to all hardware and/or software provided by Planters in connection with this Agreement (the "Equipment") shall remain with Planters. Planters' repair and maintenance obligations as to its Equipment are

limited solely to ordinary wear and tear and shall not include maintenance and repair necessary as a result of any other cause, including without limitation, vandalism or intentional or negligent acts or omissions by the Customer or third parties. Maintenance and repairs related to such causes are the Customer's sole responsibility and liability. The Customer shall provide appropriate space, power and environment for, and take reasonable care of, the Equipment. Customer agrees not to damage or misuse the Equipment. Unless expressly agreed to in writing, the Customer will be solely responsible and liable for connection of the Customer's computers and other equipment to the Equipment. The Customer will at all times be solely responsible and liable for the maintenance and repair of Customer's computers and Customer's other equipment. Customer shall return to Planters all Equipment within thirty (30) days following the expiration, cancellation or termination of this Agreement, or Planters will charge the Customer the un-depreciated list price of the unreturned Equipment in addition to all applicable late return fees.

Password Security. Upon Planters' acceptance of Customer's registration for certain Services, Planters may provide Customer with a username and password. Customer and members of Customer's household are the only authorized users of the account and must comply with this Agreement. Customer must keep all passwords and identifications confidential so that no one else may access the Services through Customer's account. Customer must notify Planters immediately upon discovering any unauthorized use of the account. Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Usernames and passwords are Planters' property, and Planters may alter or replace them at any time.

Limited Warranty. Planters will use reasonable efforts to provide Services and the Equipment in accordance with prevailing industry standards. **PLANTERS MAKES NO OTHER WARRANTIES CONCERNING THE SERVICES OR ANY EQUIPMENT PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTIES REGARDING THE DESIGN, CONDITIONS OF, OR QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SERVICES OR EQUIPMENT. IN NO EVENT WILL PLANTERS BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF BUSINESS, OR LOSS OF PROFITS, ARISING IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NONPERFORMANCE OF PLANTERS' OBLIGATIONS HEREUNDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF PLANTERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S SOLE REMEDY RELATED TO ANY DEFECT OR FAILURE OF THE SERVICES IS LIMITED TO A REFUND OF THE PRO RATED PORTION OF THE MONTHLY CHARGES FOR THE AFFECTED SERVICES UP TO AN AGGREGATE MAXIMUM OF ONE MONTH'S CHARGES.**

Limitations on Use. You acknowledge that the Services are provided for your personal use and not for resale or assignment. No Services or Equipment may be transferred to another location or shared with another person who is not bound by this Agreement. You will not use the

Services for telemarketing or any excessive usage inconsistent with normal residential usage patterns (or, if a commercial customer under a commercial service plan, consistent with normal usage for that plan). If Planters determines, in its sole discretion, that you are reselling or transferring Services or that you are using Services in an improper manner or other manner unduly burdensome on Planters' network and facilities, Planters reserves the right, without advance notice, immediately to terminate or modify the Services, or to change your Service plan to a different offer on a prospective basis, and, in addition, to assess additional charges for each month in which excessive usage occurred.

Miscellaneous. You acknowledge and agree that this Agreement, including any applicable tariffs and/or price lists that from time to time may be on file with the Georgia PSC and/or Federal Communications Commission, together with all other terms and conditions incorporated herein, constitutes the entire agreement of the parties for the provision and use of the Services and the complete and exclusive statement of the terms agreed upon, all prior agreements and understandings being merged herein. Neither this Agreement nor any interest herein of Customer may be assigned, sublet, or in any manner transferred by Customer without the prior, written consent of Planters, which consent may be withheld in Planters' sole discretion. Any attempted assignment or transfer in contravention of the preceding sentence shall be void. A waiver by Planters of any terms herein shall not be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall be governed by the laws of the state of Georgia without regard to choice of law principles. This agreement is accepted and performed at Screven County, GA and venue shall be proper only in that county. No amendments or modifications to this Agreement shall be effective or binding against Planters unless expressly agreed to in writing by an authorized representative of Planters. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they are invalid, illegal or unenforceable, and the remainder of this Agreement shall continue in full force and effect. Any invalid, illegal or unenforceable provisions shall be reformed and modified so that they express the original intent of the parties hereto as closely as reasonably practicable without being invalid, illegal or unenforceable.

SPECIAL PROVISIONS APPLICABLE TO SERVICES:

Charges. Except as otherwise expressly provided in the Service enrollment terms, Planters may change the pricing of Services at any time. As permitted under applicable law, in addition to other rights provided for in this Agreement, in the event a payment is past due, Planters may restrict your account.

Use. Service is provided for your non-commercial personal use and enjoyment in a private residential dwelling/office unit.

SPECIAL PROVISIONS APPLICABLE TO INTERNET SERVICES:

Status of Internet Usage. The Customer acknowledges that the Internet is an ever-changing network not controlled by any single government or entity, but reliant upon the interconnectivity and operability of various networks. ACCORDINGLY, NOTWITHSTANDING ANYTHING

HEREIN TO THE CONTRARY, ANY INTERNET ACCESS AS WELL AS ALL SERVICES RELATED TO SUCH ACCESS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. No advice or information given by Planters, its affiliates or its contractors or their respective employees shall create a warranty. Neither Planters nor its affiliates warrants that service will be uninterrupted or error free or that any information, software or other material accessible through the Internet is free of viruses, cancelbot, spyware, worms, trojan horses, or other harmful components. The Customer also understands that the Internet contains unedited materials, some of which are explicit and/or offensive. Planters has no control over and accepts no responsibility whatsoever for any such materials. The Customer agrees that Customer accesses such materials at Customer’s own risk.

Anti-Virus. Any anti-virus and SPAM protection that may be offered in connection with Planters’ Services is offered for Customer’s incoming email services and is provided through third party vendors and subject to their warranties and limitations. NO GUARANTEES ARE MADE OR PROVIDED THAT THE SERVICES WILL BE VIRUS OR SPAM FREE OR THAT CUSTOMER EQUIPMENT WILL BE PROTECTED FROM HACKERS, VIRUSES, SPAM, SPYWARE, CANCELBOT, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING ADEQUATE FIREWALL PROTECTION, ANTI-VIRUS, SPYWARE AND OTHER SPAM PROTECTION FOR CUSTOMER EQUIPMENT IN ORDER TO UTILIZE THE SERVICES AND PROTECT CUSTOMER EQUIPMENT AND INFORMATION.

Acceptable Use Policies. The Customer (which for purposes hereof includes any authorized user of Customer) agrees not to use or permit its users to use the Services provided by Planters in ways that violate laws, infringe the rights of others, interfere with the users of Planters’ network or other networks, or otherwise violate Planters’ Acceptable Use Policies (the “AUP”) and incorporated herein by reference and as set forth below. Planters reserves the right to modify the terms and conditions of the AUP from time to time, without direct notice to Customer, and those changes will become effective within thirty (30) days from posting. Customer agrees to periodically visit the aforementioned website to review any such changes. The use of the Services by Customer after any changes to the AUP will constitute Customer’s acceptance of any changes. If Customer violates the AUP, Planters may immediately suspend the Services without prior notice. Planters also reserves the right to terminate the Services in the event of chronic or uncured violations of the AUP as determined by Planters. Notwithstanding anything herein, Planters shall be under no obligation to monitor the compliance of Customer with the AUP.

To the extent any of your Services from Planters include wireless access, wireless systems use radio channels to transmit voice and data communications over a network, and privacy cannot be guaranteed. We are not liable to Customer or any other party for any lack of privacy resulting from using any wireless services of Planters. Customer acknowledges that wireless service is inherently non-secure and that wireless communications can be intercepted by equipment and software designed for that purpose. Notwithstanding efforts to enhance security with respect to the Service, Planters cannot guarantee the effectiveness of these efforts and will not be liable to Customer or any other party for any lack of security that may result from use of the Service. Customer acknowledges that Customer is responsible for taking such precautions and providing such security measures best suited for Customer’s situation and intended use of the Service.

Network Management Policy. The Customer (which for purposes hereof includes any authorized user of Customer) acknowledges Planters' Network Management practices pursuant to its Network Management Policy (the "Network Management Policy") and incorporated herein by reference. Planters reserves the right to modify the terms of the Network Management Policy from time to time, without direct notice to Customer, and those changes will become effective within thirty (30) days from posting. Customer agrees to periodically visit the aforementioned website to review any such changes. The use of the Services by Customer after any changes to the Network Management Policy will constitute Customer's acceptance of any changes.

Privacy Policy. Planters is committed to protecting the privacy and security of the information collected by Planters from customers through this websites, as well as by phone, email and mail. The Customer (which for purposes hereof includes any authorized user of Customer) acknowledges Planters' Privacy Policy (the "Privacy Policy") and incorporated herein by reference. Planters reserves the right to modify the terms of the Policy from time to time, without direct notice to Customer, and those changes will become effective within thirty (30) days from posting. Customer agrees to periodically visit the aforementioned website to review any such changes. The use of the Services by Customer after any changes to the Privacy Policy will constitute Customer's acceptance of any changes.

NOTICES:

Unless otherwise specified in this Agreement, notices to you may be made by posting online at www.planters.net/planterscommunications, bill insert, regular mail or call to your billed telephone number. It is your responsibility to check for such notices.

Unless otherwise specified in this Agreement, notices by you to Planters must be given by calling our offices at 912.857.4411, and such notices are effective as of the date that our records show we received your call.

LEGAL NOTICES must be given by letter delivered by overnight mail or certified mail to Legal Notices, P.O. Box 8, Newington, GA 30446.