



By connecting to the internet through this service, you are consenting to the stipulations stated below.

INTERNET ACCESS SERVICE AGREEMENT

THIS AGREEMENT IS YOUR CONTRACT FOR INTERNET SERVICE. PLEASE READ CAREFULLY. This Agreement governs the terms and conditions under which The South Canaan Telephone Company d/b/a The SOCANTEL Network ("SOCANTEL") provides its subscribers with Internet Access Service, including 24-hour dial-up access, electronic mail ("e-mail") and File Transfer Protocol ("FTP"), any additional, related services including web page design, maintenance and storage services. Signing up for our Internet access service constitutes acceptance of such terms and conditions.

1. AGREEMENT.

SOCANTEL agrees to provide its dial-up Internet access service ("Service") to you as a subscriber to the Service ("Customer") for your private use. The Service and charges related thereto under the terms and conditions of this Agreement are related solely to Internet access and do not include services or charges associated with the provision of telephone service, including long distance charges, if any, which are the separate responsibility of Customer. **It is the responsibility of Customer to determine the appropriate local dial-up access number to use in order to avoid toll usage charges being assessed by the telephone company when using Service. A dial-up access number that results in a local call for one user may result in a toll call - and significant charges from the telephone company - to another user depending on where the user is located. Questions regarding whether your dial-up access number results in a local call or a toll call should be directed to your local telephone company.** The terms and conditions contained herein supersede all previous representations, understandings or agreements and shall supersede any other terms and conditions of any order submitted or prior price quoted.

2. LIMITED LIABILITY.

CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER SOCANTEL NOR ANY OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE AND NO WARRANTY IS MADE AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. NEITHER SOCANTEL NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF WARRANTY.

3. PRIVACY RIGHTS.

Customer acknowledges and agrees that there are limited technical means available to provide privacy and security on the Internet. SOCANTEL will not intentionally disclose the contents of private files to third parties without Customer's written permission or a court order or subpoena. However, SOCANTEL reserves the right to inspect electronic mail ("e-mail") if necessary to debug electronic mail software or to reroute electronic mail that has been misaddressed or misrouted. System administration tasks may also expose the contents of Customers files to SOCANTEL personnel. For its part, Customer recognizes that there are unscrupulous people who know how to circumvent system security. Accordingly, Customer agrees to guard its password(s) carefully by treating it as private and confidential information, move private and important files to its own system if possible, and will not send by e-mail or keep online anything that it does not want read by others.

4. COOPERATION WITH LAW ENFORCEMENT.

SOCANTEL will cooperate with law enforcement officials and with other system administrators in the legitimate investigation of suspicious activity. Intentional violations of privacy of other users by Customer, whether on the SOCANTEL system or at another site, will be grounds for immediate termination of Customers Service and may make Customer subject to civil or criminal penalties.

5. CUSTOMER INFORMATION.

Customer acknowledges that by its nature, use of the Internet means that certain information about Customer and its activities may be visible to other users through well known system commands. Accordingly, such information will be treated as public information. This includes Customers name, the fact that Customer has an account, when and for how long Customer is logged in, and the commands Customer runs.

6. CONTENT.

SOCANTEL by providing the Service does not, in any way, control or edit the content of any material placed on the Internet by its Customers or any third parties, nor does it in any way control, limit or edit the material or its content which Customer may access or become exposed to on the Internet. Customer is solely responsible for any information which it places on the Internet, which it accesses on the Internet or which it uses through the Service; in particular, Customer is solely responsible for the legality of any such information or the access or use thereof. Some information accessible on the Internet may be offensive either because of its content (including sexually explicit material), or the language used in expressing ideas. Customer is solely responsible for choosing to view or not view any material it accesses on the Internet. In addition, some content may be inappropriate for minors. Customer is solely responsible for overseeing use of Service by minors or for taking such action as may be deemed appropriate by Customer to restrict, in full or in part, access to Service. SOCANTEL, its employees and agents expressly disclaim any and all liability from all claims for damages arising out of, or claimed to arise out of, encountering any such material.

7. INTELLECTUAL PROPERTY RIGHTS.

The Service may only be used for lawful purposes. Some material available on the Internet may be copyrighted or constitute a trade secret, and some material may have been placed on the Internet in violation of U.S. or other copyright laws. Customer is solely responsible for determining the legal status of any intellectual property it uses or duplicates using the Service. Any use by Customer of the Service for unlawful purposes will constitute grounds for SOCANTEL to immediately terminate Customers Service.

8. RESALE AND SHARING RESTRICTIONS.

The sharing of passwords or accounts is strictly prohibited and violators are subject to the cancellation of such Customers Service without prior notice. The resale of the Service or any other associated services by any and all means is restricted unless approved in advance in writing by SOCANTEL. All SOCANTEL Service accounts, whether for individual or business customers, are single user/station accounts. Sharing the account with persons other than family members residing in an individual Customers household, whether for compensation or otherwise, is **strictly prohibited**.

9. RATES.

Current rates for Service and related fees, including setup fees, can be accessed by telephone at 570-937-4114 or on-line at socan@socantel.net. Basic rates for Service are payable in advance. Charges for usage, if not included in basic rates, are billed in arrears.

10. BILLING.

Customer's usage billing period begins on the first day of each month and ends on the last day of each month. The South Canaan Telephone Company will furnish a bill to Customer on a monthly basis by U.S. mail to Customer's last known address as stated in the Company's records. Customer agrees to provide SOCANTEL with any change of Customer's billing address. Bills will be sent to the Customer by the first of the month with payment due by the 27th of the month. All charges billed will be considered valid unless disputed in writing within twenty (20) days of the date of the bill.

11. PAYMENT.

Customer payments of monthly bills are due by the 27th of each month. Payments may be made in the form of business or personal check made payable to "The South Canaan Telephone Company". Payment should be forwarded to: The South Canaan Telephone Company, P.O. Box 160, South Canaan, PA 18459. Customer will include Service account number with payment.

SOCANTEL's return check charge is \$20.00. All SOCANTEL charges not paid in full by the due date of the bill may be subject to a late payment charge of 1.5% of the outstanding balance. If any amount remains unpaid for a period of more than thirty (30) days after the due date of the bill, SOCANTEL shall have the right to terminate Service. Customer further agrees to pay all sales and use taxes, duties, or levies which are required by law as well as all attorney and collection fees arising from efforts to collect any unpaid balance on Customer's account.

12. INVOLUNTARY TERMINATION FOR MISUSE OR NONPAYMENT.

SOCANTEL reserves the right to immediately terminate Service of any Customer who jeopardizes the efficiency of the system by sending unsolicited commercial e-mail or posting commercial messages to inappropriate newsgroups, for the unlawful tracking of access codes, credit card numbers or similar information or for nonpayment of amounts due as stated in Paragraph 11. All use of the Service must conform to the restrictions associated with Customers account and as set forth herein. SOCANTEL reserves the right to terminate the Service if Customer violates such restrictions. SOCANTEL may terminate Service at any time upon any violation by the Customer of any of the terms and conditions contained herein. Otherwise, SOCANTEL may terminate Service upon thirty (30) days prior written notice to Customer. If Customer's account includes space on SOCANTEL's server, Customer acknowledges that anything stored in this space will be deleted upon termination of Service.

13. VOLUNTARY TERMINATION.

Customer may cancel its Service at any time. Customer will be responsible for paying the cost of the Service incurred on a prorated basis. Customer may provide written notice to SOCANTEL of Customer's intention to terminate Internet access service by e-mail to socan@socantel.net or by U.S. Mail to: The South Canaan Telephone Company, P.O. Box 160, South Canaan, PA 18459.

14. REACTIVATION.

If Customer's Service is terminated for any reason and Customer subsequently meets the credit/deposit requirements for reactivation asset by SOCANTEL, Customer may reactivate for the first time at no charge. In case of any subsequent reactivation, SOCANTEL will charge Customer a reactivation fee of \$25.00.

15. CHANGES IN TERMS.

SOCANTEL reserves the right to change the rates and otherwise modify the terms and conditions of this Agreement by notifying Customer thirty (30) days in advance of the effective date of such proposed changes by written notice or e-mail. If Customer does not request its Service to be terminated, it will be conclusively presumed that Customer consents to the new terms conditions, and rates as so notified.

16. VIRUS PROTECTION.

The Internet may contain viruses which, if not eliminated, may destroy all or part of the data contained in Customer's computer. SOCANTEL has no control over the existence or elimination of any such viruses. Specifically, SOCANTEL does not provide any filtering or checking of data to eliminate viruses. Customer agrees to provide its own mechanism for checking its computer system for viruses obtained through the Service. Further, Customer agrees not to introduce, knowingly or unknowingly, any virus onto the Internet system or SOCANTEL's hosts. Customer will hold SOCANTEL, its officers, board members, employees and agents harmless from, and indemnify SOCANTEL, its officers, board members, employees and agents for, any damages resulting from any viruses introduced by Customer onto the Internet or into SOCANTEL systems.

17. INDEMNIFICATION.

Customer is responsible for all actions it takes or causes to be taken in connection with its use of the Service. As a condition of the Service, Customer agrees to indemnify and hold harmless SOCANTEL and its respective officers, board members, employees, agents, and member owners from any claim or cause of action by Customer or any third party for any damages arising out of, or claimed to arise out of, Customer's use of its account, or the use of such account by any person whatsoever, to access the Internet or any information thereon.

18. APPLICABLE LAWS.

This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and performed within the Commonwealth of Pennsylvania. Any cause of action of Customer or its designated users with respect to the Service provided pursuant to the terms and conditions of this Agreement must be instituted within one year after the claim or cause of action has arisen or it will be barred.