

**LIMESTONE & BRACKEN CABLEVISION, INC**  
**INTERNET SUBSCRIBER SERVICE AGREEMENT**

THANK YOU FOR CHOOSING LIMESTONE/BRACKEN CABLEVISION AS YOUR GATEWAY TO THE INTERNET. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE INTERNET SERVICE AND BEFORE USING ANY COMPUTER SOFTWARE RECEIVED FROM LIMESTONE/BRACKEN CABLEVISION. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU (1) MAY NOT ACCESS OR USE THE SERVICE (2) MAY NOT USE ANY COMPUTER SOFTWARE RECEIVED FROM LIMESTONE/BRACKEN CABLEVISION AND (3) MUST PROMPTLY CONTACT LIMESTONE CABLEVISION FOR INSTRUCTIONS ON HOW TO RETURN ANY EQUIPMENT OR COMPUTER SOFTWARE YOU MAY HAVE RECEIVED FOR A REFUND.

This is an Internet Subscriber Agreement (herein after referred to as “Agreement”) entered into between Limestone/Bracken Cablevision (herein after referred to as “us”, “we”, or “our”) and the person whose name and address are shown as the “subscriber” on the signature page of this agreement (herein after referred to as “you” or “your”) to provide Internet Service to you at your home or business.

**1. Our Responsibilities To You**

- 1.1 Internet Access – Limestone/Bracken Cablevision Internet Service (herein after referred to as the “Service”) is a service provided by us that will provide you with interactive access to the Internet as a registered customer or authorized user. The service includes Internet access and email access through a single modem connection. To access the service you must have a personal computer or other capable device (such as a game console, Internet capable television or phone, etc.) along with a modem issued by us. We will provide you with an Internet connection from a single computer connection in your home or business via our cable modem. We will provide you with a Cable Modem and an Ethernet or USB connection between our modem and your computer. We will provide a single-user Internet Protocol (“IP”) address for each authorized modem and computer, and up to seven (7) email addresses per account.
- 1.2 Other Services – We may provide other services such as web page hosting, static IP addresses, additional bandwidth, additional email addresses, remote file backup/storage, peer-to-peer networking and other services that are covered by separate agreements. We may describe some of the other services that we may provide in other written materials provided with your installation kit or that we may provide you at other times (for instance, a Services Guide). Some of those materials may be found at the Internet addresses included in some of those other materials. You will be bound by all of the terms and conditions of services included in other written materials, with your installation kit, and/or posted at Internet addresses that have been included in the earlier materials. HOWEVER, if there is any difference between the terms of this Agreement and any of those other materials, terms or conditions, the terms of this agreement control. Those other materials, terms and conditions are subject to change from time to time by Limestone/Bracken Cablevision, in our sole discretion pursuant to Section 1.3 of this agreement.
- 1.3 Changes to the Agreement – We reserve the right to amend, alter, or modify this agreement or any service guide at any time and in any manner. Any amendment, alteration, or modification (referred to collectively as “Changes”) may be either posted on Limestone/Bracken Cablevision’s website ([www.maysvilleky.net](http://www.maysvilleky.net)) or sent to your email address at maysvilleky.net. YOU ARE OBLIGATED TO CHECK OUR WEBSITE AND YOUR EMAIL ADDRESS AT MAYSVILLEKY.NET AT LEAST EVERY THIRTY (30) DAYS FOR SUCH CHANGES. Any change is effective on the thirty-first (31<sup>st</sup>) day after it is posted on our website or sent to your email address. Your continued use of the service on or after that thirty-first (31<sup>st</sup>) day means that you agree to be legally bound by such change(s).

**2. General Subscriber Responsibilities**

- 2.1 Personal Agreement – The service is provided to you as an individual at your current home or business and is for your personal use. The service is to be used only by you, your employees and members of your immediate family living with you or working for you at the same address. We call these people, including you, “Authorized Users”. You may not transfer your subscription or your right and obligations under this agreement to any other person. If you subscribe to Cable Modem Service, you may not move your account

to a different location and you may only use the cable modem provided or approved and configured by us. Only one person at a time – you or one of the Authorized Users – may use your account at any particular time. You are personally responsible for all use of the service under your account even if you did not authorize someone to use it. You assume responsibility to ensure that all Authorized Users understand this agreement and comply with its terms. You agree that you are fully responsible for the conduct of anyone using the service under account. You agree that you are fully responsible for any consequences if such individual misuses the service violates this agreement, or accesses material or information that you feel is obscene or otherwise objectionable. You agree to provide all Authorized Users a copy of this agreement, and to inform them that their use of the service is subject to the terms and conditions of this agreement and any changes or additions to the agreement.

- 2.2 Age Restrictions – The service is restricted to individuals of at least 18 years of age. By subscribing to the service, you certify that you are at least 18 years old. You may, at your discretion, permit an Authorized user less than 18 years of age to use the service. If you do, you acknowledge that you are responsible for providing adult supervision for any person who is less than 18 years of age who may use the service, whether or not a member of your family or household. The service may not be used to enable persons less than 18 years of age to obtain material that is prohibited by law to be sent or displayed, including material deemed to be indecent or obscene.
- 2.3 Provide Accurate Information – You agree to provide us with accurate information for yourself and all authorized users, including legal name, address and telephone number(s) upon subscribing to the service. You agree to promptly inform us if this information changes.
- 2.4 No Resale – Acceptable Use Policy – You may not allow anyone who is not an authorized user to use or access the service without first obtaining written permission from us. You agree not to use the service for any type of business or commercial enterprise, including (but not limited to) the provision of the Internet access to others or provision of a server site for TUP, Telnet, RLOGIN, electronic mail, web hosting or other comparable applications. You also agree not to use the service to operate as an Internet Service Provider (ISP) or to operate any other business enterprise in competition with the service. In addition, proxy servers are not allowed under this account, and if you attempt to connect more than one computer to a given modem via proxy of any type, we reserve the right to terminate the service. Without limiting the foregoing, applications that may not be run on this service include, but are not limited to, FPT, HTTP, POP and SMTP, DNS, NNTP, and PROXY. We make other accounts available that would allow commercial or server access if you need it, but at a different fee schedule and at our sole discretion. If you believe you need some other type of account, for example, if you wish to add a hub and provide access to more than one computer in your household or your business, additional services can be purchased for this purpose (to be provided at our sole discretion). Please contact us for a description of those other services and their pricing.
- 2.5 Passwords and Password Security – You agree not to reveal your passwords to others and you agree to indemnify and hold us harmless for any improper or illegal use of your account. This includes illegal or improper use by someone to whom you have given permission to use your account. Your account is at risk if you let someone use it inappropriately. You are responsible for the use of the account and the confidentiality of your password(s). We will make a reasonable effort to suspend access the service through a particular password, or change your access password, upon notification by you that the particular password has been stolen, lost or otherwise compromised. You must immediately notify us of any known or suspected unauthorized use of your account and/or any known or suspected breach of security, including without limitation loss, theft, and/or unauthorized disclosure of your password.
- 2.6 Corporations – We may accept corporations or other entities as members under other billing arrangements at our sole discretion.

### **3. Computer Equipment Requirements**

- 3.1 Computer – The personal computer that you use to access the service must meet the following minimum configuration standards:

Microprocessor:	166 MHz Pentium or compatible
Memory:	16 MB of RAM
Operating System:	Microsoft Windows 95 or higher version (Apple, Macintosh, or MS Windows NT systems may also be supported)

You must provide and maintain this equipment and software at your cost. You are responsible for the proper installation, operation and maintenance of your equipment used in connection with the service. You must ensure that such equipment is technically and operationally compatible with the service and in compliance with applicable Federal Communications Commission rules and regulations.

### 3.2 Equipment, Software and Services Provided By Us –

#### 3.2.1 If You Subscribe To Cable Modem Service

3.2.1.1 Network Interface Card – When we install the Cable Modem Service, we will provide you with a network interface card if required. This card will become your property, even if you terminate the Cable Modem Service. If you terminate, we will not remove it from your computer.

3.2.1.2 Cable Modem – You may lease the cable modem from us. The cable modem and connecting cables will remain our property and the monthly lease charge for it will be added as an additional charge, if applicable, on your bill. If you lease the cable modem, the following conditions will apply:

- The cable modem must be returned to us in good condition (as determined by us) when you terminate service.
- You will use reasonable care to avoid damaging it, and will not move, relocate, alter, sell, lease, assign, encumber or otherwise tamper with it. If the cable modem and its connecting cables are not returned to Limestone/Bracken Cablevision, Inc. in good condition (as determined by us) upon termination, you will be charged on your credit or debit card, and you agree to pay \$100.00 for their replacement.
- You agree to make your residence or business (wherever the equipment is installed) available by appointment for inspection, repair, replacement and/or removal of the equipment between the hours of 8:00 am and 5:00 pm, Monday through Friday.

3.2 Software – We grant you a limited, personal, non-transferable, non-exclusive license to use any software provided and installed by us, or an authorized independent contractor, for use in connection with the service only. The software, and all intellectual and industrial property rights therein, remain our property at all times. You agree to not transfer, distribute, rent, sub-license, lease, alter, modify, adapt, decompile, translate, reverse engineer or disassemble the software or any portion of it. You may make one copy for back-up purposes only. The software license terminates upon termination of this agreement or disconnections or discontinuance of the service. At that time, you will promptly destroy the software and any copy you have made.

3.4 E-Mail And IP Addresses – You agree that any e-mail addresses we assign to you as part of the service belong to us, and that you may use such e-mail addresses only so long as you subscribe to the service. You also agree that any IP addresses that we allow you to use to access the service belong to us, and that you acquire no rights in such IP addresses by virtue of your subscription to the service.

3.5 Cable Outlet for Cable Modem Service Only – At an additional charge we will install an additional cable outlet at your residence or business for the use of the cable modem service. This outlet may be used only to access the cable modem service. If you relocate this outlet, or use the cable modem service from any other cable outlet, without our prior written approval and it does not work, we will charge a repair fee to correct the problem.

3.6 Software And Equipment Installation – You may install the computer software and hardware received from Limestone Cablevision, Inc., or we or an authorized independent contractor can install it at your expense.

3.6.1 Damage to Your Home or Business Computer During Installation – Neither Limestone/Bracken Cablevision Inc, our suppliers, nor our agents shall be liable for any damage to, or loss or destruction of, your equipment during installation, including but not limited to any damage to, or loss or destruction of, any software, files or data. In addition, you understand that opening your computer to install the network interface card may void warranties provided by the computer manufacturer or other parties relating to the computer's hardware or software. You consent to the opening of the computer for the installation and removal of equipment related to the service. Limestone/Bracken Cablevision Inc, our suppliers, or our agents shall have no liability whatsoever as the result of the voiding of any such warranties.

3.6.2 Damage, Loss, or Destruction of Software Files and/or Data – You understand that, as part of the installation of the service, system files on your computer may be modified or deleted. We do not represent,

warrant, or covenant that these modifications will not disrupt the normal operations of your computer. For these and other reason, we strongly recommend, and you agree, that you will back up all files prior to installation and start-up of the service. If you do not back up all existing computer files, you understand and accept the risks associated with that decision. We and our contractors and suppliers are not responsible for damage resulting from these or other file modifications.

3.7 Modification of Equipment – If use or modification of the software, hardware or equipment we supply requires a visit to your home or business for repair or corrections, we reserve the right to charge you for the visit and labor required to correct the situation.

#### **4. Fees and Payment**

4.1 Monthly Fees – We will charge you, and you agree to pay, standard monthly fees for the service. If you lease a cable modem from us, additional monthly charges may apply. If for any reason you pay by check, we may charge a service fee, in our sole discretion, for any returned check.

4.2 Pricing Schedule and Billing Questions – We will charge you in accordance with our Pricing Schedule in effect at the time the service is provided. The Pricing Schedule may be included in a Service Guide, may be provided to you with your application for services or in materials that come with your start-up kit, or may be posted at our website ([www.maysvilleky.net](http://www.maysvilleky.net)). That Pricing Schedule is incorporated in this Agreement by this reference. We can change our fees at any time, pursuant to Section 1.3 of this Agreement. We may also add or modify certain services relating to the Internet an/or the World Wide Web, and we can charge you additional or different fees for providing those new and/or modified services to you, all pursuant to Section 1.3 of this Agreement.

4.3 Billing Questions or Discrepancies – The Pricing Schedule and answers to many common billing questions can be found at our website ([www.maysvilleky.net](http://www.maysvilleky.net)). You must notify us of any billing problems or discrepancies within 90 days from the date they first appear on you account statement. If you do not bring them to our attention within 90 days, you waive your right to dispute these charges.

4.4 Installation Fees – If we provide installation, you owe us an installation fee if applicable. If you prepaid that installation fee, we will credit that prepaid that prepaid fee against the installation fee you owe under this section. If you did not prepay, we will bill you for that fee or collect it upon installation, at our discretion. Installation fees are nonrefundable and are set forth in the Pricing Schedule. Installations Fees are due at the time of installation.

4.5 Taxes – You agree to pay all applicable local, state and Federal fees or taxes (including any cable franchise taxes and general sales or use taxes), and any additional taxes, charges, or fees that may apply to you service.

4.6 Late Fees, Collections, Expenses and Termination of Unpaid Balances – We expect you to pay your account balance on time. We will access a late charge on any amount for each month in which the amount is outstanding and unpaid. You will also be liable for all attorney and collection fees arising from efforts to collect any unpaid balances on your account. You agree to be charged and to pay any outstanding balance in the event of cancellation, disconnection, or termination of your account. Without limiting any other right we may have to terminate your access to the service, we may terminate your access the service if you fail to pay any fees when they are due, in addition to any other remedies we may have.

#### **5. Charge For Online Services, Internet Transactions**

5.1 Online Services – Through use of the service, you may access certain information, products, and services of others, for which there is a charge. These include, for example, certain on-line services such as America Online. You agree that you are solely responsible for all fees or charges for these online services, products or information.

5.2 Internet Transactions – Some entities offer products and/or services for sale or other types of transactions through the Internet, and charge a price an/or fee for such products, services and/or transactions. You agree that all of the charges by other entities are in addition to the fees and charges payable to us for access to and through the service. You are solely responsible for any payments associated with such products, services and/or transactions. YOU ALSO AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR PROTECTING THE SECURITY OF YOUR CREDIT CARD INFORATIN FROM UNWANTED OR UNAUTHORIZED CHARGES FOR INTERNET BASED TRANSACTIONS.

**6. SYSTEM RULES** - You agree to use the service only for lawful purposes and in accordance with applicable local, state, and Federal laws, and the following rules. WE RESERVE THE RIGHT TO IMMEDIATELY DISCONNECT THE SERVICE TO YOU AND TO TERMINATE THIS AGREEMENT WITHOUT NOTICE FOR ANY REASON, OR NO REASON, AT OUR SOLE DISCRETION INCLUDING WITHOUT LIMITATION, IF YOU OR OTHERS USE YOUR ACCOUNT IN A WAY THAT WE BELIEVE, IN OUR SOLE DISCRETION, VIOLATES THE FOLLOWING RULES. ALSO, WE RESERVE THE RIGHT TO IMMEDIATELY REMOVE WITHOUT NOTICE ANY MATERIAL OR INFORMATION FOR ANY REASON WHATSOEVER AT OUR SOLE DISCRETION (WITH OR WITHOUT TERMINATING YOUR ACCOUNT). YOU AGREE TO WAIVE AND HOLD US HARMLESS FROM ANY AND ALL CLAIMS RELATING TO US AS A RESULT OF ANY REMOVAL OF MATERIALS, OR INFORMATION, DISCONNECTING OF SERVICE TO YOU OR TERMINATION OF THIS AGREEMENT. If we terminate service because you violated this agreement, our express permission will be necessary before you are allowed to use the service again.

6.1 No Violation of Copyright, Trademark or Trade Secret Right – You agree that you will not use the service to publish, post, distribute or disseminate another’s proprietary information, including but not limited to trademarks, trade secrets or copyright information, without the express authorization of the rights holder.

6.2 No Illegal Material or Encouragement of Illegal Behavior – You agree that you will not use, or allow others to use, your account to post, transmit, promote, or facilitate the distribution of any unlawful or illegal material, including but not limited to material that would constitute or encourage a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law. You will not use our service to commit a crime, or to plan, encourage, or help others to commit a crime.

6.3 No Offensive Content – You agree that you will not use, or allow others to use, your account to post, transmit, promote, or facilitate the distribution of any threatening, abusive, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind.

6.4 No “Spamming”, Advertisement or Chain Letters – You agree that you will not use, or allow others to use, your account to post, transmit, promote, or facilitate the distribution of any unsolicited advertising (including but not limited to mass or bulk e-mail), promotional materials or other forms of solicitation to other individuals or entities. You will not post or transmit requests for money to persons not personally known to you, petitions for signature, chain letters or letters relation to pyramid schemes. You will not post or transmit any advertising, promotional materials or any other form of solicitation. We reserve the right, in our sole discretion, to determine whether such post or transmission constitutes an advertisement, promotional material or any other form of solicitation.

6.5 No “Hacking” – You agree that you will not use, or allow others to use, your account to unlawfully access other computers or services, or to cause a disruption of service to other online users.

6.6 No System Disruption – You may not use, or allow others to use, your account to cause disruption of the normal use of the system by others including without limitation disrupting our backbone network, nodes, or services.

6.7 No Web Page Creation – You agree that you will not use, or allow others to use, your account to establish a web page or site on your computer.

6.8 No Impersonation of Others – You agree that you will not impersonate another user or otherwise falsify one’s user name in email or in any post or transmission to any newsgroup or mailing list or other similar groups or lists.

6.9 No Abuse of Newsgroups – You agree that you will not post a single item to more than three (3) newsgroups or mailing lists or other similar groups or lists. You agree that you will not post to any newsgroup or mailing list or other similar groups or lists, items which are off-topic, (for example, off-topic according to the charter of the newsgroup or mailing list or other similar groups or lists or if the item provokes complaints from regular readers of the newsgroup or mailing list or other similar groups or lists for being off-topic). You agree that you will not post or transmit any private, third party email to any newsgroup or mailing list or other similar groups or lists without the explicit approval of the sender.

6.10 Violation of Other Laws or Online Service Rules – You agree that you will comply with all laws and regulations that govern your conduct in connections with the use of the service and the Internet. These include restrictions on exportation of encryption software. You agree that you will not violate the terms and

conditions and operation rules of any other interactive service that you access via the service. These include newsgroups and mailing lists, or other similar groups or lists and websites.

6.11 No Excessive Use of Bandwidth – If we determine, in our sole discretion, that your account is using, or has consistently used, an excessive amount of bandwidth, we may terminate your account at any time and without notice, or require you to upgrade your service level and pay additional fees in accordance with Pricing Schedule.

6.12 No Viruses – You agree that you will not use, nor allow others to use, your account to intentionally transmit computer viruses, or other harmful software programs and that you will use your best efforts to prevent the unintentional transmission of such viruses or other harmful software programs.

## **7. Service and Performance**

7.1 Service Availability – We will make reasonable efforts to assure that the service will be available to you 24 hours per day, 7 days per week. It is possible, however, that there will be interruptions of service. You acknowledge and agree that the service may be temporarily limited, interrupted or curtailed for many reasons, including without limitation, limitations of either your or our equipment, software, forward error correction overhead (FEC), 10Base-T Ethernet connections to your PC, network traffic or other technical glitches or malfunctions, system capacity limitations imposed on or experienced by the underlying communications carriers, governmental action, acts of God or other reasons beyond our control, equipment or systems failures or modifications, upgrades, maintenance, repairs or similar activities required or appropriate for the delivery or improvement of the service. We encourage you to monitor our website, [www.maysvilleky.net](http://www.maysvilleky.net) and your email address at maysvilleky.net on a regular basis, as scheduled maintenance, interruptions of service, etc as well as other information pertinent to your service may be made available there.

7.2 Finite Bandwidth Of Cable Modem Service – Cable Modem Service is provided over a shared network. The bandwidth used by the Cable Modem Service coexists with cable television service using the same facilities. You and all other users share a large, but still limited, amount of bandwidth. As a result, depending, among other things, upon the intensity of customer use of the Cable Modem Service and the time of day you use the Cable Modem Service, the bandwidth available to you, and the speed of the service, will not always be at optimum levels. We do not guarantee any particular amount of bandwidth. We will however, manage the Cable Modem Service to provide appropriate bandwidth for as many customers as is reasonably practical.

7.3 Disruption of Cable Service – If you subscribe to Cable Modem Service, it may affect the video programming portion of you television service. You waive any and all claims arising out of, or alleged to arise out of, the impact of the foregoing video programming. You also agree to promptly report any problems with your video programming services to the local video programming office by telephone.

## **8. LIMITATION OF LIABILITY: NO WARRANTIES**

8.1 No Liability For Content – We supply access to the Internet through the service, but we are not the publisher of any information provided by others through the Internet other than information on our own websites. We do not review, censor, or monitor any programs or content sent or accessed over the Internet or made available by individual, user, information provided, online service or content provider. Such content or programs may include, without limitation, programs or content of an infringing, abusive, profane or sexually offensive nature. All content from other parties accessed via the service is accessed by you, and those you have authorized, all at your own risk. We are not in any manner responsible for such content or programs. We assume no liability whatsoever for any claims, losses, action, damages, suits or proceedings arising out of or otherwise relating to such content accessed using the service.

8.2 No Liability For Viruses – Files downloaded from the Internet and/or the World Wide Web, any Internet service, content or other online service provider, or other information provider, may contain corrupted, damaging or self-executable files that could corrupt, destroy or otherwise damage data, files, software and/or hardware on your home computer. Typically, these are called viruses. We make NO REPRESENTATION OR WARRANTY that any software an/or files you may download from the Internet, World Wide Web, any other Internet service provider, content provider, online service provider or other information provider is free from any virus or other damaging or destructive attribute. We make no representation or warranty that any software installed on the computer, including software installed by us,

our agents, employees and contractors, does not contain any virus or other damaging or destructive attribute. We have no responsibility, and assume no liability for, such acts or occurrences.

8.3 No Liability For Unauthorized Access – Because the service is a shared network, and because it provides access to the Internet and the World Wide Web, it is possible that others may access or monitor the data you send and/or receive to and/or from the Internet and/or the service. Also, the Internet uses facilities that are generally used for public access to transmit voice and data communications. For these reasons, the service may not be completely private or secure. Accordingly, we do not warrant that any data or files you send over the service and/or receive through the service will be free from unauthorized access by others, or that other users (often called hijackers) would be unable to gain access to your computer. You agree that we are not liable for any claim, loss, damage, or costs that may result from your lack of privacy or breach of security on or through the Internet and/or the World Wide Web or otherwise through your use of the service. If you choose to run applications from your computer that permits others to gain access to it, you must take appropriate security measures. Failure to do so may cause immediate termination of the service by us. We are not responsible for and assume no liability for any damages resulting from others access your computer.

8.4 Peer-to-Peer Networking – Some software includes capabilities that permit other users across a network such as the service and the Internet to gain access to your computer and to the software, files and data stored on the computer. For example, operating systems such as Windows 95/98 and Apple Macintosh include file sharing and print sharing capabilities which, when enabled, may permit other users to gain access to your computer even if you are not using the service. The service is typically configured to permit peer-to-peer networking or file-sharing. Using peer-to-peer networks or file-sharing to access copyright protected material is illegal and cannot be permitted. If you choose to run an application that might permit others to gain access to your computer, you do so at your own risk and should take appropriate security measures. You may want to consider installing third-party authentication encryption software to protect your hardware, data and/or email files. We shall have no liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to use of peer-to-peer networking, file-sharing, and/or authentication encryption software by you.

8.5 NO WARRANTY/LIMITATION OF LIABILITY/YOUR EXCLUSIVE REMEDY – YOU EXPRESSLY AGREE THAT USE OF THE SERVICE, SOFTWARE AND EQUIPMENT SUPPLIED BY US, OR OUR AGENTS, EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE “COMPANY”) IS AT YOUR SOLE RISK. THE SERVICE, EQUIPMENT AND SOFTWARE SUPPLIED BY THE COMPANY ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. THE COMPANY’S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO USE OF THE SERVICE, EMAIL SERVICES AND SOFTWARE AND EQUIPMENT, AND/OR ANY BREACH BY US OF ANY OBLIGATION WE MAY HAVE UNDER THIS AGREEMENT SHALL BE YOUR ABILITY TO TERMINATE THE SERVICE UNDER SECTION 10 OF THIS AGREEMENT OR THE REPLACEMENT OF ANY DISKETTE OR ANY LIMESTONE/BRACKEN CABLEVISION INC. SUPPLIED EQUIPMENT FOUND TO BE DEFECTIVE. IN NO EVENT SHALL LIMESTONE/BRACKEN CABLEVISION’S LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU TO ACCESS AND USE THE SERVICE WITHIN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. IN NO EVENT SHALL LIMESTONE/BRACKEN CABLEVISION, INC BE LIABLE, EVEN UPON THE FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY, FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING IN ANY MANNER OUT OF THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF THE SERVICE, EMAIL SERVICES OR LIMESTONE/BRACKEN CABLEVISION, INC SUPPLIED SOFTWARE OR EQUIPMENT.

8.6 NO WARRANTY or LIABILITY FOR INTERNET CONTENT OR TRANSACTIONS – YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE INTERNET GENERALLY. IT IS ALSO SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, USEFULNESS OR VALIDITY OF ALL OPINIONS, ADVICE, SERVICE, PROMOTIONS,

ADVERTISEMENTS, AWARDS, PRIZES OR OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE, PROVIDED THROUGH THE INTERNET OR ON THE INTERNET GENERALLY. NEITHER WE, NOR OUR AGENTS OR SUBSIDIARIES, MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE INTERNET OR ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE INTERNET OR ON THE INTERNET GENERALLY, OR AS TO THE ACCURACY, QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH OUR SERVICE OR THE INTERNET AND WILL NOT BE IN ANY WAY RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL COSTS OR CHARGES YOU INCUR THROUGH YOUR PURCHASING OR OTHER ACTIVITIES THROUGH OR ON THE INTERNET.

8.7 No Liability for Use In A Hazardous Environment – The Software is Not Fault-Tolerant. It is not designed, manufactured or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage. We, and our licensors, specifically disclaim any express or implied warranty of fitness for such use.

**9. Indemnification** – If the use of your account causes us to be exposed to legal claims, you are responsible for the cost of defending against such claims. You agree to defend, indemnify and hold harmless us, our officers, directors, employees, agents, and subsidiaries and telecommunications providers from and against any and all claims, proceedings, damages, injuries, liabilities. Losses, costs and expenses (including attorneys' fees) arising out of or relating to any acts by you (or others who use your account) or materials or information transmitted by you (or others who use your account) in connection with this agreement, the service or the Internet. This includes any illegal or improper use of the account by those individuals whom you authorized to use your account or who have accessed your account due to your negligence or carelessness. If we choose, we may (but we will have no obligation to) assume control of the defense of any matter otherwise subject to indemnification by you, using your counsel, or through our own separated counsel (or both), all at your cost and expense (including all attorneys' fees, whether your or our counsel) and without derogating your indemnity obligations. In any event, regardless of who controls the defense of any matter otherwise subject to indemnification by you, no settlement of any such matter may occur without our prior written consent, which we may give or withhold in our discretion.

## **10. Termination of Service**

10.1 Termination By Either Party – Either we, or you may terminate or cancel your account at any time. In the event that your account is terminated or cancelled, no refund, including any fees you have paid to us, will be granted; no online time or credits (for example, points in an online game) will be credited to you, nor can it be converted to cash or another form of reimbursement. If you or we terminate your account, we reserve the right to require you to change your login name and/or password(s) and your email addresses, to delete any or all program or data files associated with the account, and/or take any other actions we may deem appropriate to terminate fully all of your rights, access to, and/or use of the service. We have no obligation to visit your home or office upon termination to reconfigure your computer, and we do not do so.

10.2 Termination Methods – You may terminate your account by delivering your cancellation request along with any equipment, including cable modem and cords, etc., issued by Limestone/Bracken Cablevision to our office at 626 Forest Ave Maysville, KY 41056 or via U.S. Mail to: PO Box 100 Maysville, KY 41056. We may not terminate an account until such equipment is returned. You still must pay for all charges, including late fees, accrued until your password and email account has been deactivated, including full monthly charges for the month during which the termination occurs. We reserve the right to collect fees, surcharges or costs incurred before you cancel your account. In addition, you are responsible for any charges incurred to third-party vendors or content providers prior to your cancellation.

10.3 Sole Remedy is in Section 8.5 – If you have any dispute with us, and we do not resolve it to your satisfaction, your only remedy is as provided in Section 8.5 above. Unresolved disputes include, but are not



limited to, any dispute related to, or arising out of: (1) any term of this agreement or our enforcement or application of this agreement; (2) any of our practices or policies; (3) the content available through the service or the Internet or any change in the content provided through the service; (4) your ability to access and/or use the service; (5) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods; or (6) our replacement or attempted replacement of any diskette or Limestone/Bracken Cablevision Inc supplied equipment found to be defective.

10.4 Survival of Provisions of This Agreement – The provisions of Section 4 (Payment and Fees), Section 8 (Limitation of Liability), Section 9 (Indemnification), Section 10.4 (Survival of Provision of the Agreement), Section 11 (proprietary Rights), Section 12 (Miscellaneous), and Section 13 (Privacy Policy) shall survive any termination of their agreement. This means that those provisions remain in effect as between you and us even after this agreement has been terminated.

**11. Proprietary Rights** – Except as may be provided by law (or Section 13 of this agreement), posting messages, uploading files, inputting data, or engaging in any form of communication (collectively, “Communications”) in or through the Internet, you are granting to us a perpetual, irrevocable, worldwide non-exclusive license (the “License”) to use, perform, display, copy, modify, adapt or document such communications. We may use the communications and any derivative works thereof in conjunction with providing, promoting, distributing or otherwise exploiting the service, and you shall have no recourse against us for any alleged or actual infringement of any proprietary rights to which you may claim ownership as a result of such actions. Except as provided in this agreement, the license does not grant us any ownership rights in or to your communications. Our suppliers or we own all rights, title and interest in and to all components of the service, but expressly excluding content owned by third parties that may be accessible through the service and/or the Internet generally. Our ownership rights in the service include, but are not limited to, the look and feel of end-user interfaces associated with the service, the name of the service, and the collective works consisting of all public messages on the service. You may not reproduce any sequence of messages from our service without our permission.

## **12. Miscellaneous**

12.1 Entire Agreement – This agreement, including the Services Guide and the pricing Schedule mentioned in Sections 1.2 and 4.2 constitutes the entire agreement between us with respect to the service.

12.2 No Rights Or Remedies For Third Parties – You agree that this agreement is not intended to give and does not give any rights or remedies to any person other than you and us.

12.3 Enforceability – You agree that this agreement is enforceable against you in accordance with its terms. You waive any objections to its enforcement, including any claim this it is a “contract of adhesion”.

12.4 Governing Law – This agreement and all matters arising out of or related to this agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, without regard to conflicts of laws provisions. Both parties hereby expressly reject the application of the United Nations Convention on Contracts for the International Sale of Goods.

12.5 Jurisdiction – You agree that sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement will be an appropriate state court located in Mason County, Kentucky or federal court located in Kentucky. You further agree and expressly consent to the exercise of personal jurisdiction in the courts of Kentucky in connection with any dispute arising out of or related to this agreement, including any claim involving us or our affiliates, subsidiaries, employees, agents, officers, directors, and telecommunications providers.

12.6 Statute of Limitations – Any cause of action you may have with respect to the service, the email services, our software, or our equipment must be commenced within on (1) year after the claim or cause of action arises.

12.7 Severability – If for any reason a court of competent jurisdiction finds any provision of the agreement, or portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the agreement, and the remainder of this agreement will continue in full force and effect.

12.8 No Assignment – You may not assign this agreement or your rights or obligations under this agreement without our prior written consent.

- 12.9 Notices – You may provide notice to us of any matters affecting this agreement at the following address: Limestone Cablevision, Inc. 626 Forest Avenue Maysville KY 41056 or by emailing us at [limestone@maysvilleky.net](mailto:limestone@maysvilleky.net). You agree that we may deliver notice to you by means of electronic mail on the service, a general notice on our website ([www.maysvilleky.net](http://www.maysvilleky.net)) or by written communication delivered by first class US mail to your address on record in our account information.
- 12.10 Waiver – Except as otherwise provided herein, the failure of any party to enforce any provision of this agreement will no constitute or be construed as a waiver of such provision or of the right to enforce such provision.
- 12.11 Export – The United States export control laws regulate the export and re-export of technology originating in the Untied States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws, including but not limited to the Export Administration Act, the Arms Export Control Act and their implementing regulations, and not to transfer, by electronic transmission or otherwise, any content derived from the service to either a foreign national or a foreign destination without first obtaining any required government authorization.
- 12.12 Force Majeure – We shall not be liable in any way for any interruption or delay due to causes beyond our reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, industrial or labor disputes, inability to obtain the necessary supplies and the like.
- 12.13 Section Titles – The section titles in this agreement are for convenience only and have no legal or contractual effect.

### **13. Privacy Procedures**

- 13.1 The Cable Privacy Act – As a customer receiving services provided by us, you are entitles under Federal law to a statement about our collection and use of certain information that we learn about you. That information is required to be provided in a separated written statement and is therefore attached to this agreement as Annex A.
- 13.2 Confidentially Of Private Communications – We strive to honor the confidentiality of our subscribers’ private communications, such as in email. We do not read or disclose private communications except as allowed or required by law, such as to comply with valid legal processes such as a search warrant, subpoena or court order, to protect the company’s rights and property, or during emergencies when we believe physical safety is at risk. You understand and agree that we have the right to monitor the service electronically from time to time to operate the service properly, or to protect the company and/or our subscribers. You also understand and agree that we may disclose any information about you and/or your account that we believe to be necessary to comply with valid legal processes such as a search warrant, subpoena or court order, or, in special cases such as a threat to you or others. You should be aware that some third parties might acquire information about you when you use or visit supplemental networks, services other than the service, or a third party’s content or software, all of which may be accessed through the service. We do not undertake to monitor, and may not be capable of monitoring, the collection, use or disclosure of such information by these third parties, and we have no liability as the result of a third party’s collection or use of information about you.
- 13.3 Disclosure of Business Records – As a Customer receiving services provided by us, you are entitles under Federal law to know the following:
- 13.3.1 Business Records – Information Collected/Nature of Use – So that we may provide reliable, high-quality service and maintain adequate records, we keep regular business records that contain your name, address, telephone numbers, other relevant billing formation and other personally identifiable information. Such records include billing, payment, deposit, complaint and service information and other information you have furnished to us, such as equipment specifications and the service options you have chosen. We may also collect and maintain information about you that enables us to provide to a more personalized online experience, such as your locale and preferences you indicated with respect to service options. By indicating your agreement to this agreement, you consent to our collection of this information. We use the above-described information to sell, maintain, disconnect and reconnect services; to make sure that you are being billed properly for the services you receive; and to maintain financial accounting, tax, service and property records, including records required by the terms of any local franchise applicable to the service. With certain

information we collect and maintain, like your locale, we can deliver to your area appropriate weather, sports or new information.

- 13.3.2 Confidentiality of Business Records – Disclosure – Nature/Frequency/Purpose – We consider information we keep to be confidential. We may collect personally identifiable information from you and disclose it to a third party if disclosure is necessary to render data services and other services we provide to you pursuant to this agreement and related business activities. In that regard, we may make your records available routinely to our employees and agents to install, market, provide and audit services provided pursuant to this agreement; to an independent billing house to send bills; to a mailing service to send information that complements the service; to programmers and outside auditors to check our records; to attorneys and accountants as necessary to render service to us; to potential purchasers of our business in connection with a potential sale of that business; to local franchise authorities to demonstrate compliance with any applicable local franchise terms; to collection services if required to collect past due bills; and to one or more other third parties if necessary to render a service to you or to conduct a legitimate business activity related to such service. The frequency of disclosure varies according to business needs. We also may electronically test the system from time to time to determine whether you are being billed properly for the services you are receiving. We will take reasonable precautions to prevent unauthorized access to the information. Furthermore, we may disclose your name and address for mailing lists and other purposes permitted by law, and that and other information pursuant to a court order as discussed below.
- 13.3.3 Mailing Lists and Removal – Unless you expressly object in writing, we also may, from time to time, disclose your name and address for mailing lists and other purposes permitted by law. We will not disclose the extent of use of a particular service or the nature of any transaction you may make over the cable system, but we may disclose that you are among those who subscribe to a particular service. If you wish to removed your name from such lists or limit the use of your name at any time, please so advise us by sending a written directive to that effect to us at: Limestone Cablevision, Inc. PO Box 100 Maysville, KY 41056, by certified mail, return receipt requested. This directive should specify your name, address, service account number and the specific actions(s) that you wish us to take on our behalf. Within a reasonable time after receipt of such directive, we shall remove your name from such lists or limit the use of your name, according to your request.
- 13.3.4 Retention of Records – Maintenance Period – We will maintain information about you as long as we provide service to you and for a longer time if we deem it necessary (in our sole discretion) for our business purposes. When we decide that information is no longer necessary for our purposes, we may periodically destroy the information unless there is a legitimate request or order to inspect the information still outstanding.
- 13.3.5 Inspection Rights – You have the right to inspect our records that contain information about you and to correct any errors. If you wish to inspect such records, please contact us (at 606-564-9220 or [limestone@maysvilleky.net](mailto:limestone@maysvilleky.net)) to set up an appointment during regular business hours at our offices. Your inspection of records is limited to records containing information about you; you are not entitled to inspect records containing information about other customers, and you are not entitled to access our billing system.
- 13.3.6 Rights and Limitations – Federal law regulates the collections, use and disclosure of certain information. We are permitted by law to collect personally identifiable information about you only to the extent necessary to conduct our business or with respect to which we have received your prior written or electronic consent. In addition, the law allows us to disclose your name and address to other services or product providers unless you request us not to disclose such information. If you do not wish to have your name and address (es) disclosed in this manner, or if you wish to limit the circumstances in which we may disclose this information, please contact our office at the telephone number or email address provided in Section 13.3.5 above. We are also permitted under the Federal Cable Communications Act (the “FCC Act”) to disclose information about you pursuant to a court order obtained in accordance with the FCC Act. If we are served with a court order requiring disclosure of personally identifiable information concerning a customer, we will notify the customer before we release any information. Under the FCC Act, the customer must be given an opportunity to contest the issuance of such an order. If you believe your rights under the FCC Act have been violated, you may bring a private action in Federal district court to remedy that violation.

