



GENERAL TERMS
AND CONDITIONS FOR
Tele-Communications

CRAWFORDSVILLE, INDIANA

GENERAL TERMS
AND CONDITIONS FOR
Accelplus - A DIVISION OF CEL&P

ADOPTED BY
UTILITY SERVICE BOARD
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1. Definitions

For the purpose of better understanding the tariff and these terms and conditions of service, the words and expressions listed below shall have the following meanings unless a different meaning is clear from the context of its usage:

Abbreviations: The following commonly used abbreviations will be used:

Agreement or Application: A written contract or service request for a supply of fiber service of which these terms and conditions are an integral part.

Analog: Analog is an electrical format that uses continuous physical variable, such as frequency.

Apartments: Premises containing two or more residential dwelling units. Hotels, tourist camps, motels, hospitals, nursing homes, etc., consisting primarily of guest rooms and/or transient accommodations, are not included.

Bandwidth: The bandwidth determines the amount of information that can be carried, as well as its speed of transmission. Bandwidth is measured in Mbps.

Billing Cycle: Accelplus schedule for billing which distributes the starting dates for billing periods throughout the month.

Billing Period or Month: The interval used for billing purposes. The normal interval will be taken as nearly as practicable to every 30 days. All rate schedules are on the basis of charges per month unless otherwise specifically states in the rate schedule.

Customer: The individual, partnership, corporation, joint association, joint venture, or other legal entity in whose service is rendered at a single premises.

Delivery Point: The point of the physical connection between the Company and Customer's facilities beyond which point Customer receives and assumes responsibility and liability for the service rendered.

Digital Television (Digital): Technology taking the continuously varying quantities of analog, and separates them into separate and distinct levels, producing a higher quality picture than analog.

Disconnection: The termination or discontinuance of fiber service.

Download: To receive a file transmitted over a network or networks. In any communications session, "download" means receive from the Customer's point of view. The time it takes to download data depends on the size of the file and network or networks speed.

DVR (Digital Video Recorder): Also known as a "personal video recorder" (PVR) or "hard disk recorder," a DVR is a consumer device that digitizes broadcast or cable TV onto a hard disk using MPEG-2 compression. It allows the viewer to pause at any time and continue playing or to record a program for viewing at a later date like a VCR. The DVR can also be set to periodically record favorite shows whenever broadcast.

E-mail (Electronic Mail): The electronic transmission of messages over communication networks, like the internet.

Fiber Optics: Fiber optic cables have fishing line type threads that carry data in the form of light beams. This data, traveling at the speed of light, not only is faster, but it is capable of digital transmissions, which is the computers natural form of data.

Fiber Service: Provision of video, internet and/or other services over a fiber-to-the-home system.

FCC (Federal Communication Commission): The FCC is the agency that regulates electronic communications.

Gateway: An entry point to a computer network.

HDTV (High Definition Television): HDTV is a very high quality TV signal that produces picture resolution almost as good as a film.

He: When used herein to refer to a customer, it refers to such without reference to gender or number.

Head-end: Is the cable TV provider's base, where they receive signals from TV studios, either their own or another station's, and re-transmit them to customers.

Icon: A graphical user interface (GUI) used to represent programs and other items. When clicked, the icon opens its corresponding application. Icons are normally designed to resemble, in appearance, an image of something that reminds you which program it belongs to.

IP Address (Internet Protocol Address): Is used to identify a specific computer using the internet. An IP address consist of 4 numeric parts separated by dots or periods. The first part denotes the geographic region where the computer is located. The second part identifies the company or organization the computer is linked too. The Third part reveals the computers group network. The forth and final part identifies the specific computer the user is connected too.

Internet: The shared global computing network. A network based on standards including Internet Protocol (IP), Simple Mail Transfer Protocol (SMTP) and the Domain Name System (DNS), which enables global communications between all connected computing devices. It provides the platform for web services and the World Wide Web.

LAN (local-area network): A small network: connection of computers, covering a specific area.

Late Payment Charge: The one time penalty assessed by the Company upon all current bills at such time as they become delinquent.

Local Origination Channel: is a channel programmed and exclusively controlled by the cable provider.

MB (Megabyte): Refers to 1 million bytes.

Mbps (Mega bits per second): Refers to the number of bits of information transmitted per second by a network.

Multiplexing: Refers to the process of sending more than one signal within the same channel without mixing them.

Operating System: Sometimes abbreviated as OS, the program which manages your computer environment. XP is a common operating system.

Outlet: Is the connector that allows you to attach a wire into a plug, thus creating a connection.

Pay-per-view: Is a service that allows the user to request specific programs for viewing, with a fee charged.

Premises: A distinct portion of real estate on which is located the living quarters for the use of a single family, or the main building of a commercial customer or the main building of an industrial customer and which shall include the outlying or adjacent buildings used by the same customer.

Rate Schedule: A schedule which sets forth the availability and charges for service supplied.

Remote: A handheld device used to operate a television set, a set top box (STB), a videocassette recorder or other electronic device for a distance.

Residential Dwelling Unit: An individual residence including mobile homes and trailers, or a room or combination of rooms with facilities for private living for a single family.

Service: The supply of Digital Cable Television, Internet connectivity or any other program provided in our offerings.

Service Drop: Fiber extending from the point of connection with the Company's supply line to the delivery point.

Set Top Box (STB): Receives a digital signal and converts it back into an analog signal, creating an unscrambled, viewable picture.

Spam: A term referring to mass e-mail forwarded messages, junk e-mail, e-mail hoaxes, etc.

Static IP: Permanent numeric identification assigned by the network administrator to a node in a TCP/IP network. Static IP addresses are used for shared resources such as Web servers and Webcams.

Subscriber: Is a customer who pays a fee for cable TV.

Snow: Refers to heavy random noise on a TV. It usually occurs when the signal is interrupted.

Underground System: Those parts of Utility's distribution system which are constructed and installed underground.

Upload: To transfer data or programs, usually from a peripheral computer to a central open remote, computer.

USB (Universal Serial Bus): Devices that can be plugged in and installed without shutting the computer down. USB is plug and play compliant. It is also one of the easiest port for adding expansion devices.

Virus: A malicious program designed to intentionally cause harm to a computer's data files. These programs can be designed to replicate themselves and spread throughout your files, using up memory, and/or destroying data.

VOD (Video-on-demand): VOD allows the subscriber to choose movies and events that can be viewed immediately after selection.

Web Hosting: Is the business of supplying server space for storage of Web sites on the Internet.

2. Application, Service Request or Contract

- 2.1 An application in the form of Accelplus' service request or a written agreement, and a service deposit as provided for in section 4 hereof, may be required by Accelplus before service will be provided.
 - 2.2 Accelplus shall have the right to reject any application for service made by, or for the benefit of, wholly or partially, a former Customer who is indebted to Accelplus for service previously supplied or damages owed Accelplus through fault of the applicant at any premises in Accelplus' service area, or for any other valid or legal reason.
 - 2.3 Accelplus may require a term of contract commensurate with the cost to Accelplus of making service available.
 - 2.4 In written service agreements, no promises, agreements or representations of an agent or an employee of Accelplus shall be binding unless such promises, agreements or representations were incorporated in a written agreement before its execution and approval.
 - 2.5 The benefit and obligations under any service request or agreement shall inure to and be binding upon the successors and assigns, survivors and executors or administrators (as the case may be) of the original parties thereto: provided however, that no assignment shall be made by Customer without first obtaining Accelplus' written consent. Accelplus may require the successor either to execute with Accelplus an assignment agreement wherein the successor Customer assumes and agrees to be bound by the original agreement, or to execute a new agreement for service.
 - 2.6 When the Customer desires service at more than one point, a separate agreement shall be required for each separate point of delivery. Service delivered at each point of delivery shall be billed separately.
 - 2.7 An account for residential or business service may be either joint or individual, but shall in no event be joint unless the application is executed by all joint parties. In the event an account shall be in the names of more than one party, all parties shall be liable for the payment thereof, jointly and severally.
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3. Service Deposit

- 3.1 Accelplus may require from Customer at any time prior to or after the commencement of service a service deposit to guarantee payment of bills. Such initial service deposit shall normally be the billing for the Accelplus' provided service to be used by customer at a premises in a period of 60 days or such lesser amount as deemed appropriate. Either amount shall not be less than a minimum amount as may be established from time to time.

Each new applicant for residential broadband internet or video service shall be deemed credit worthy and shall not be required to make a cash deposit as a condition of receiving service if the applicant satisfies the following criteria:

- (a) Applicant, (i) has been a customer of any electric utility, internet service provider or cable TV company within the last two years. (ii), owes no outstanding bills for service rendered by any such electric utility, internet service provider or cable TV company, (iii), did not have during the last twelve consecutive months that the service was provided more than two bills which were delinquent to any electric utility, internet service provider or cable TV company or, if service has been rendered for a period for less than twelve months, has not had more than one delinquent bill in such a period, and (iv), within the last two years did not have a service disconnected for non-payment of a bill for services rendered by the electric utility, internet service provider or cable TV company.
- (b) If applicant has not been a customer of any electric utility, internet service provider or cable TV company during the previous two years, any two of the following three criteria are met:
 - i. either (a) applicant has been employed by his present employer for two years, or (b) the applicant has been employed by his present employer for less than two years but the applicant has been employed by only one other employer during the past two years, or (c) the applicant has been employed by the present employer for less than two years and has no previous employment due to having recently graduated from a school, university, vocational program or has recently been discharged from military service.
 - ii. applicant either (a) owns or is buying his or her home, or (b) is renting a home or an apartment and has occupied the premises for more than two years.
 - iii. applicant has credit cards, charge accounts, or has been extended credit by a bank, commercial concern or individual, unless a credit check shows that the applicant has been in default on any such account more than twice within the last twelve months.

Each new applicant for any type of business broadband internet or videofiber service shall be deemed creditworthy and shall not be required to make a cash deposit as a condition of receiving service if the applicant satisfies the following criteria:

- (c) Applicant (i) has been a customer of an electric utility, internet service provider or cable TV company within the last two years, (ii), owes no outstanding bills for service rendered by any such electric utility, internet service provider or cable TV company, (iii), within the last two years did not have a service disconnected for non-payment of a bill for services rendered by that electric utility, internet service provider or cable TV company.
 - (d) If applicant has not been a customer of an electric utility, internet service provider or cable TV company during the previous two years, any two of the following three criteria are met:
 - i. applicant has been operating his place of business for two years.
 - ii. applicant either (a) owns or is buying his place of business, or (b) is renting his place of business and has occupied the premises for more than two years.
 - iii. applicant has been extended credit by a bank or commercial concern, unless a credit check shows that the applicant has been in default on any such account more than twice within the last twelve months.
- 3.2 A service deposit may be waived by Accelplus when Customer has an established credit rating acceptable to Accelplus.
- 3.3 When Customer's credit rating with Accelplus has been impaired. Customer's credit rating will be considered to have been impaired when the customer has been mailed disconnect notices for two (2) consecutive months or any three (3) months within the preceding twelve (12) month period, or when the service has been disconnected pursuant to the rules for non-payment.
- 3.4 Service deposits held for a period exceeding 13 months shall bear simple interest, at the rate of six percent (6%) per annum, from the date of deposit until service is discontinued or AccelplusUtility makes a refund of such deposit.
- 3.5 Such service deposits plus any accrued interest minus the amount of any unpaid bills shall be returned to Customer upon the discontinuance of services for which such deposit was made. When Customer has established a satisfactory record of payment of bills for service over a 12-month period, Accelplus may, at its option, refund the service deposit with interest. Obligations of the customer have been fully performed before being required to return any deposit or interest on such deposit.

4. Rendering and Payment of Bills

- 4.1 Bills for service will be rendered monthly at intervals of approximately thirty days and will be based on the charges set forth in the monthly rate and are payable at the business office of Accelplus or to its authorized collection agencies.
 - 4.2 All bills are rendered as "net" bills which will be subject to a late payment charge when not paid within 17 days following the mailing of the bill. Bills are due and payable when rendered. Bills are delinquent 17 days following the mailing of the bill.
 - 4.3 Failure to receive a bill shall not entitle Customer to pay the net bill after the designated date has passed. Upon request, Accelplus will inform Customer of the approximate date on which Customer should receive the bill each month and, if bill is lost, Accelplus will issue a duplicate.
 - 4.4 Initial or final bills for service supplied for not less than 1 day or for not more than 30 days will be calculated on the basis of the applicable chargesrate schedule. A billing for a period covering a shorter period than 1day or a longer period than 30 days will be calculated on the basis of the proportion that the number of days of actual service bears to an average month (30 days).
 - 4.5 Final bills will be due and payable at the time of discontinuance of service.
 - 4.6 When Accelplus has discontinued service for non-payment of a bill, a reconnection charge may be established from time to time by Accelplus will be required. A deposit may also be required for future reconnection.
 - 4.7 Payment by check which is subsequently returned to Accelplus by a bank for any insufficiency (such as, but not limited to, insufficient funds balance) shall not constitute timely payment of a bill. Further, any charges assessed against Accelplus by a bank for an insufficient check shall likewise be assessed by Accelplus to the customer. Also, the Customer will be charged a fee as may be established from time to time by Accelplus and as set out in Appendix A attached hereto by Accelplus for the returned check and Accelplus may refuse to accept a check from said Customer for payment.
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5. Service to be Furnished

- 5.1 When requested by Accelplus, Customer shall advise Accelplus fully with respect to (i) the location of premises where service is desired and (ii) all services desired.
- 5.2 Accelplus shall advise Customer concerning the character of services to be supplied, and shall determine the location of the delivery point based on layout of the premise.
- 5.4 Before Accelplus will make any changes in its facilities to provide services to a Customer, a new application or agreement for service may be required by Accelplus.

6. Character of Service

- 6.1 High Speed Internet
- 6.2 Digital Cable
- 6.3 Change of Service
Any changes made in service connections (either overhead or underground) at the Customer's request, shall be at the Customer's expense.
- 6.4 General
All connections between the Customer's service equipment and Accelplus' service drop must be installed as recommended or required by Accelplus.

7. Service Extensions

- 7.1 Upon Completion of offering service to all of those in the CEL&P customer service area, Accelplus could extend service to surrounding areas.
- 7.2 In those cases where it is not feasible or practical to construct lines on public rights of way and it is necessary to secure rights of way on private property, the applicant or applicants shall secure the same without cost to Accelplus or assist Accelplus in obtaining such rights of way on private property before construction shall commence. Accelplus shall be under no obligation to construct lines in the event the necessary rights of way cannot be so obtained. In the event Accelplus shall exercise its option to utilize its power of eminent domain on behalf of the applicant, the applicant shall agree to be responsible for the payment of all costs associated with such exercise including reasonable attorney fees and all such negotiations or litigation shall be in the exclusive control of Accelplus and Accelplus may require applicant to post a performance bond or good faith cash payment to secure such obligations prior to Accelplus taking any action.

8. Accelplus Equipment on Customer's Premises

- 8.1 Customer shall furnish Accelplus a satisfactory location for the equipment necessary to provide and measure service, and shall also furnish Accelplus the rights on, over or under Customer's premises necessary to install, operate and maintain Accelplus' other facilities required to supply service to Customer. Accelplus reserves the right to make the final decision as to the location of the equipment on Customer's premises.
- 8.2 When Customer is not the owner of the premises and/or of the adjacent premises, Customer shall furnish Accelplus with satisfactory easement for the location of Accelplus' facilities on the premises and/or on the adjacent premises.
- 8.3 When Accelplus' equipment is to be installed indoors on Customer's premises, Customer shall furnish without cost to Accelplus suitable space for housing the equipment; provided, however, that Accelplus shall reserve the right to make the final decision as to the location of such space. Such space shall meet the requirements (i) National Electrical Code, (ii) of any Federal, state or local laws or regulations, and (iii) of any policies of Accelplus in effect at the time of the installation.
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- 8.4 Accelplus may change the location of any or all its facilities upon request of Customer, provided (i) such change will not interfere with or jeopardize Accelplus' service either to Customer requesting the change or to other customers of Accelplus, and (ii) Customer agrees to bear the expense of such change.
- 8.5 Customer shall provide reasonable protection from loss or damage to Accelplus property and may be liable to Accelplus in the event of such loss or damage caused by the negligence of Customer or any agent or employee of Customer.
- 8.6 Customer shall not disconnect, change connections or otherwise interfere with Accelplus' equipment or other property and shall be responsible to Accelplus for permitting anyone who is not an agent or employee of Accelplus to tamper with Accelplus' property.
- 8.7 All facilities installed by Accelplus shall be and remain the property of Accelplus unless a written agreement expressly otherwise provides, and Accelplus shall operate and maintain its property.
- 8.8 Properly authorized employees or agents of Accelplus shall have the right to enter upon the premises at all reasonable times for the purpose of testing, repairing, or replacing, any or all of Accelplus' property used in supplying any service to the Customer.
- 8.9 Upon termination of an agreement a contract or discontinuance of service, Accelplus shall have the right to remove all or any portion of its property from Customer's premises or to leave it or any portion of it in place.

9. Customer's Installation

- 9.1 Customer's equipment shall be constructed and maintained subject to approval by authorized inspection and in accordance with the National Electrical Code, any Federal, state or local law or Accelplus requirements in effect at the time of installation.
- 9.2 Accelplus shall have the right, but does not assume the duty, to inspect Customer's installation at any time, and to refuse to commence service or to continue service when such installation is deemed not to be in good operating condition, but Accelplus does not under any circumstances assume any responsibility in connection with Customer's installation.

10. Customer's Request to Discontinue Service

- 10.1 Customer who has not entered into a written agreement for service for a specified term may have service discontinued by giving notice in writing at Accelplus' office of the date on which Customer desires that service be discontinued. Accelplus will endeavor to obtain the equipment on the date Customer specifies in his notice, but shall not be obligated to do so unless Customer's notice provides Accelplus at least three working days. Customer shall be obligated to pay for service rendered to the premises until equipment is returned to Accelplus.
- 10.2 Customer who has entered into a written agreement for service for a specified time may have service discontinued by giving notice in writing at Accelplus' office and agreeing to pay (i) for service used to the date of disconnection, and (ii) the minimum charges which would be due Accelplus for the remaining period of the contract in accordance with the contract provisions.

11. Accelplus' Right to Discontinue Service

- 11.1 Accelplus may discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) without notice for any of the following reasons:
- (a) When, in Accelplus' opinion, such discontinuance is in the interest of preserving or protecting life or property;
 - (b) When there has been tampering with Accelplus' equipment, or evidence of fraudulent or unauthorized use of service in such a manner as to circumvent Accelplus' equipment;
 - (c) When directed to do so by a properly authorized government agency.
- 11.2 Accelplus may discontinue service to any Customer (and refuse to serve any other member of the same household or firm at the same premises) with reasonable notice for any of the following reasons:
- (a) When any bill remains unpaid 35 days or more following the mailing of the bill.
 - (b) When Customer denies access by employees of Accelplus to its equipment or facilities;
 - (c) When Customer uses equipment in such a manner as to adversely affect Accelplus's system or service supplied by Accelplus to other Customers; or

(d) When Customer fails to comply with the provisions of (i) the General Terms and Conditions for Fiber Service, or (ii) the payment schedule, or (iii) the agreement contract for service.

11.3 Discontinuance of service in accordance with the provision of subdivisions above shall not constitute a breach of any obligation of Accelplus under any agreement for service with Customer, and Accelplus shall not in any case be liable to Customer for any damages resulting from such discontinuances of service.

12. Interruptions, Variations in Service Characteristics

12.1 Accelplus will, at all times, endeavor to provide regular and uninterrupted service, but does not guarantee against variations in service characteristics, such as occasioned by act of God, the public enemy, accidents, labor disputes, disorders, orders of public authorities, fires, strike, casualty, and necessity for making repairs or replacements of Accelplus' facilities.

12.2 Such interruptions or variations shall not constitute a breach of any obligations of Accelplus under any agreement contract for service with Customer and shall not form a basis for rebates of fees and/or deposit.

13. Customer's Use of Service—Resale and Redistribution

13.1 Service shall be used by Customer only for the purposes specified in the agreement in accordance with the selected services. No Customer shall resell such service to a third party by making a separate and distinct flat charge or charges for such service.

14. Accelplus Acceptable Use Policy

- 14.1 If you engage in activities that restrict or prohibit others use or the enjoyment of the service by other users, Accelplus may suspend or terminate your account.
 - 14.2 A Customer of Accelplus Internet (User) is assumed to be a person or persons who has gone through the process of applying for an account to use the service, has been accepted by Accelplus, and who agrees to all of the Accelplus Terms and Conditions of Service. Persons not meeting these criteria are not considered Users and have no rights to the use of the Service.
 - 14.3 It is the User's responsibility to ensure that their use of the Service is governed by all local, state, national and international laws, as well as proper Internet conduct.
 - 14.4 Accelplus does not actively monitor or control the content of web sites, electronic mail (email), or any other material transmitted or received over the Internet. Materials that are determined, at Accelplus' sole discretion, to be damaging to Accelplus' commercial reputation (goodwill), in violation of proper Internet conduct or in violation of this Acceptable Use Policy may be removed.
 - 14.5 Actions that would violate proper Internet conduct are included but not limited to the list of present in this section.
 - A. Abuse of Accelplus Procedures: User may not make false or unverified complaints against anyone, including, but not limited to other Users of the Service or other online services, or in any way abuse Accelplus procedures.
 - B. Copyright Violation: Users may not knowingly present materials that infringe upon any applicable copyrights, patents or intellectual property.
 - C. Chain Letters: Users may not distribute chain letters that offer products or services, based upon the structure of a chain letter.
 - D. Defamation: User agrees to not post or transmit information that violates applicable laws.
 - E. Disruptive Activities: Users may not disrupt the normal flow on online dialogue, or act in a manner that negatively affects other Users, individuals or entities normal use of the Internet.
 - F. False Advertising: User may not transmit on or through the Service any advertising that contains false, deceptive or misleading statements, claims or representation.
 - G. False Pretenses: User may not use the Service to impersonate any person or entity.
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- H. Fraud: User may not transmit on or through the Service any information that the User knows or has reason to know is false, and that User intends others to rely on.
 - I. Harassment, Threats and Abuse: User agrees to not transmit on or through the Service any material that may be deemed harassing, threatening, embarrassing or distress causing, to draw unwanted attention, or to cause discomfort to any person or entity through means including, but not limited to, vulgar, hateful, racially, ethnically or otherwise objectionable language or means.
 - J. Inappropriate Conduct: User agrees to not post material that is inappropriate to the posting area. e.g., information posted to any newsgroup or mailing list that is not related to the topic(s) covered therein.
 - K. Multiple Access: User agrees that this agreement with Accelplus is nontransferable, and that the Service may not be accessed by more than one IP address at any time. Accelplus may choose to assess fees or additional charges upon User's account should such events occur. The additional charges are at the sole discretion of Accelplus.
 - L. Obscenity: User may not transmit on or through the Service any material of an obscene or sexually explicit nature. Judgment of such material shall be at the sole discretion of Accelplus, except where such materials violate existing laws.
 - M. SPAM & Unsolicited Advertising: User may not post or cross post to 10 or more newsgroups the same message, regardless of the content. Also, Users may not transmit on or through the Service any unsolicited advertising, promotional materials or other forms of solicitation to other Users, individuals, or entities, except in those areas designated for such a purpose, such as a classified area.
 - N. Trade Secrets: User may not transmit on or through the Service any information that is reveals trade secrets belonging to another person, service, or entity.
- 14.6 While Accelplus utilizes SPAM filtering and virus detection software, it is not responsible for monitoring the content received on or through the Service. User should assume that Accelplus makes no effort to censor the content in any way. Accelplus suggests that concerned Users employ some sort of Internet content filtering software. User agrees to hold Accelplus blameless for content they find offensive or obscene, whether it is located on an Accelplus server or somewhere else.

- 14.7 User agrees to keep private all passwords used by User or others who have access to the Service.

Accelplus has the right, but not the obligation to monitor or disclose the content of private communications, if Accelplus, at its sole discretion deems this action necessary. Notice to the User may or may not be given to the User.

- 14.8 User should understand that Accelplus implies no warrants or endorsements for goods or services encountered while using the Service, whether they are found on an Accelplus server or not.

Users choosing to purchase goods or services presented through content received through the Internet do so at their own risk, and agree to hold Accelplus blameless for any loss or damage encountered.

Accelplus encourages Users choosing to purchase goods or services encountered while using the Service to check out the reliability of the claims stated and to use encryption software when transmitting sensitive material such as, but not limited to, credit card numbers.

- 14.9 If the Service is cancelled for violation of this Acceptable Use Policy, or other violation as determined by Accelplus, no refund will be awarded, such forfeiture being agreed to by the User and Accelplus as liquidated damages and not as a penalty.

- 14.10 The User agrees that they are the sole person or entity responsible for their account and that activity and conduct by themselves or anyone with whom they have given access to their account. Should the conduct of this person or persons be in violation of the Acceptable Use Policy, the User's account will be terminated.

- 14.11 The Service is designed for personal, non-business related use of the Internet and may not be used for commercial purposes unless it is being provided to the User under commercial rates. The User may not resell or otherwise charge others to use the non-commercial or commercial service.

The User may not allow use of the service to persons not residing at the premises where the service is established through use of wireless or wired longer range connections or any other medium that transmits the service off premises.

The User agrees not to use the Service for operation as an Internet service provider, or for any other business enterprise, including, without limitation, IP address translation or similar facilities intended to provide additional access.

- 14.12 The User may not operate, or allow others to operate, servers of any type or any other device, equipment, and/or software providing server-like functionality in connection with the Service, unless expressly authorized by Accelplus.

14.13 Accelplus offers packages of features that comprise the Accelplus Internet service. Accelplus reserves the right to enforce limits on specific features of the Service, including, without limitation, email storage and web hosting maximums. The maximum monthly consumption cap use is limited to 40 gigabytes downstream and 10 gigabytes upstream.

14.14 Accelplus reserves the right to modify this Acceptable Use Policy at any time.

15. General

15.1 No attachments of any kind whatsoever may be made to Accelplus' lines, poles, cross arms, structures, or other facilities without the express written consent of Accelplus.

15.2 When a reconnection of service is made for a customer and service has been disconnected at the Customer's request, a reconnection charge shall be made by Accelplus for such reconnection of service.

15.3 Service will be supplied by Accelplus subject to the provisions or orders, amendments and interpretations thereof of any governmental body having authority or jurisdiction over such service, notwithstanding anything to the contrary in these terms and conditions of service as set forth in Accelplus' tariffs.

15.4 In the event of changes or revisions of Accelplus' tariffs, policies and procedures or these terms and conditions of service, customer shall take and pay for service in accordance with the provisions of the revised tariffs, policies and procedures and terms and conditions of service.

Any changes to these terms and conditions of service will be either mailed to Customer or placed on the Accelplus website, www.accelplus.net, and will be effective upon the latter of the date posted or mailed or the date specified.



















