

Internet Terms of Service

This Agreement is between you as our Subscriber and Hometown Online, Inc., d/b/a Warwick Online (WOL) a subsidiary of Momentum Telecom, and it sets forth the terms and conditions under which Subscriber agrees to use and we agree to provide the Service as such may be updated from time to time (collectively, the "Terms of Service"), which are incorporated herein by this reference.

THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY. IF SUBSCRIBER DOES NOT AGREE TO THESE TERMS DO NOT USE THE SERVICE AND CONTACT US IMMEDIATELY TO TERMINATE IT. NOTE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION, IN SECTION 20 THAT AFFECTS SUBSCRIBER'S RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES.

1. **Authorized User, Account Use, and Responsibilities:** Subscriber acknowledges that Subscriber is eighteen (18) years of age or older and that Subscriber has the legal authority to enter into this Agreement. Subscriber agrees promptly to notify WVT whenever Subscriber's personal or billing information changes. Subscriber is responsible for all use of Subscriber's Service and account, whether by Subscriber or someone using Subscriber's account with or without Subscriber's permission, including all secondary or sub-accounts associated with Subscriber's primary account, and to pay for all activity associated with Subscriber's account. Subscriber agree to comply with all applicable laws, regulations and rules regarding Subscriber's use of the Service and to only use the Service within the United States (unless otherwise permitted by this Agreement).
2. **Payment of Charges:** Subscriber will be billed monthly in arrears for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Subscriber agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the WVT monthly bill and notify WVT of disputed items within thirty (30) days of receipt, or longer as provided by applicable law. Failure to pay charges billed (including checks returned for insufficient funds) may result in discontinuance of Service, the removal of all WVT Equipment (as defined below) and/or imposition of a late payment or service charge. If the Subscriber has more than one account (Business and/or Residential) served by WVT, all WVT provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.
3. **WVT Group Property:** All equipment, including but not limited to, any cables, wires, access cards, battery backup units, modems, and routers distributed to and/or installed for use in the Subscriber's service location(s) by or on behalf of WVT ("Equipment") remains the property of WVT. None of the Equipment shall become a fixture. WVT property is intended to service and reside at the specific service location and is not to be used off premises without WVT authorization. Subscriber must return all Equipment upon substitution of use or termination of Service. Failure to do so will result in a charge to be determined in accordance with WVT then current schedule of charges for non-returned Equipment, which amount shall be due immediately. Subscriber agrees to pay such charge whether the Equipment is lost (through theft or otherwise), damaged or destroyed.
4. **Disruption of Service:** All WVT Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall WVT be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond WVT's reasonable control. Subject to applicable law, credit with respect to Subscriber's recurring monthly subscription fee shall be given for qualifying outages of WVT Services.
5. **Equipment: Modem Lease.** This fee covers repairing or replacing the WVT issued modem, one time in a 12-month period, as long as damage was not caused by misuse or improper operation. Customer has no right to sell, give away, transfer, alter or tamper with the equipment. If customer ceases to be an internet subscriber (whether voluntarily or involuntarily), they must return the equipment to our office or be charged the current retail rate for the equipment. Equipment must be returned in good working order. If a problem occurs with the second modem in a 12 month period, the customer may be required to purchase a

new modem. Modem Purchase. Customer may purchase a modem at the current retail price. The modem must be purchased from WVT to ensure compatibility. If a problem occurs with the modem the customer will be required to purchase a new modem or sign up for Modem Maintenance.

6. WVT is not responsible for the maintenance or repair of Subscriber-provided equipment, including but not limited to computers, modems, or any other related Subscriber-provided equipment. WVT makes no warranties, with respect to Equipment or Service provided by WVT or with respect to the Equipment's compatibility with any Subscriber-provided equipment.
7. Subscriber's Responsibilities Regarding Management of Subscriber's Computer and Data: Subscriber is solely responsible for obtaining, maintaining and updating all equipment and software necessary to use the Service, and for management of Subscriber's information, including but not limited to back-up and restoration of Subscriber's data. **SUBSCRIBER AGREES THAT WVT IS NOT RESPONSIBLE FOR THE LOSS OF SUBSCRIBER'S DATA OR FOR THE BACK-UP OR RESTORATION OF SUBSCRIBER'S DATA REGARDLESS OF WHETHER THIS DATA IS MAINTAINED ON OUR SERVERS OR SUBSCRIBER'S DEVICE(S). SUBSCRIBER SHOULD ALWAYS BACK-UP ANY IMPORTANT INFORMATION SEPARATELY FROM DATA STORED ON WVT'S OR ANY THIRD PARTY'S SERVERS.** WVT is not responsible or liable for any loss or impairment of WVT Service due in whole or in part to a malfunction, defect or otherwise caused by Subscriber-provided equipment and/or software.
8. Subscriber's Responsibilities Regarding Security: Subscriber agrees that Subscriber is solely responsible for maintaining the security of Subscriber's computer(s) and data, including without limitation, encryption of data and protection of Subscriber's User ID, password and personal and other data. If Subscriber believes Subscriber's login credentials have been lost or stolen, or that someone has gained access to Subscriber's account or login credentials without Subscriber's permission, call us immediately at 845-986-8080. **WE STRONGLY RECOMMEND THE USE (AND APPROPRIATE UPDATING) OF COMMERCIAL ANTI-VIRUS, ANTI-SPYWARE, MALWARE DETECTION AND FIREWALL SOFTWARE.**
9. Taxes: Subscriber agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.
10. Access to Subscriber Premises: Subscriber authorizes WVT and its employees, agents, contractors and representatives to access and otherwise enter the Subscriber's premises to install, inspect, maintain and/or repair the Equipment and, upon the termination of Service, to remove the same from the premises. WVT's failure to remove its Equipment shall not be deemed an abandonment thereof.
11. Remote Computer Control Assistance: Subscriber authorizes WVT and its employees, agents, contractors and representatives to use Citrix Go-To remote control software to access the Subscriber's computer to assist Subscribers that call the WVT Help Desk. The Subscriber is responsible for backing up all computer information, folders, music, pictures, documents or anything considered to be of importance by the Subscriber prior to asking for assistance using the remote control software.
12. Assignment or Transfer: This Agreement and the Services and/or Equipment supplied by WVT are not assignable or otherwise transferable by Subscriber, without specific written authorization from WVT.
13. Copyright: Subscriber represents that when Subscriber transmits, uploads, posts or submits any content, images or data using the Service Subscriber has the legal right to do so and that Subscriber's use of such data or content does not violate the copyright or trademark laws or any other third party rights.
14. Termination of Service: Unless otherwise terminated in accordance with the terms hereof or the Terms of Service, this agreement shall automatically renew on a month-to-month basis. Subscriber acknowledges that upon such renewal all pricing is subject to change.
15. Return of Equipment upon Termination: If Subscriber's Service is terminated for any reason and Subscriber received Equipment from WVT, Subscriber must return the Equipment to WVT, either by mail or the main office building located at 47 Main St., Warwick, N.Y. 10990, or Subscriber will be charged for the Equipment; as in accordance with section 3 of this contract. Failure to return any Equipment Subscriber received from WVT, or returning Equipment in a damaged condition (subject only to reasonable wear and tear), will result in the imposition of an Equipment fee that may be substantial. For all associated fees schedules please contact the WVT help desk at 845-986-8080.
16. Limitations of Service: Subscriber acknowledges and agree that WVT (a) is not responsible for invalid destinations, transmission errors, or the corruption of Subscriber's data; and (b) does not guarantee

Subscriber's ability to access all websites, servers or other facilities or that the Service is secure or will meet Subscriber's needs. Subscriber acknowledges that the Service will allow access to information which may be sexually explicit, obscene or offensive, or otherwise unsuitable for children. Subscriber agrees that the supervision of use of the Service by children is Subscriber's responsibility and that WVT is not responsible for access by Subscriber or any other users to objectionable or offensive content. WVT STRONGLY RECOMMENDS THE USE OF COMMERCIALY AVAILABLE CONTENT FILTERING SOFTWARE. Subscriber represents that when Subscriber transmits, uploads, posts or submits any content, images or data using the Service Subscriber has the legal right to do so and that Subscriber's use of such data or content does not violate the copyright or trademark laws or any other third party rights. WVT DOES NOT WARRANT THAT THE SERVICE OR EQUIPMENT PROVIDED BY WVT WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR DATA THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR CONDITIONS, OR THE LIKE. WVT SHALL NOT BE LIABLE FOR MONETARY OR LOSSES TO INCOME DUE TO INTERNET OUTAGES RELATING TO MONEY MARKET TRADING, STOCK TRADING, OPTIONS TRADING, BANKING OVER THE INTERNET OR OTHER LOSSES OF MONETARY TRADING DUE TO INTERNET OUTAGES. WVT SHALL NOT BE LIABLE FOR LOSS OF SUBSCRIBER'S DATA, OR IF CHANGES IN OPERATION, PROCEDURES, OR SERVICES REQUIRE MODIFICATION OR ALTERATION OF SUBSCRIBER'S EQUIPMENT, RENDER THE SAME OBSOLETE OR OTHERWISE AFFECT ITS PERFORMANCE. IN NO EVENT SHALL THE WVT PARTIES OR WVT'S THIRD PARTY LICENSORS, PROVIDERS OR SUPPLIERS BE LIABLE FOR: (A) ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE, LOSS OF PROGRAMS OR INFORMATION OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE OR INABILITY TO USE THE SERVICE, OR RELIANCE ON OR PERFORMANCE OF THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, THOSE ARISING UNDER CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY, EVEN IF WVT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, OR (B) ANY CLAIMS AGAINST SUBSCRIBER BY ANY OTHER PARTY.

17. Breach of Agreement: In the event of any breach of this agreement (including the Terms of Service) by Subscriber, the failure of Subscriber to abide by the rates, rules and regulations of WVT, the failure of Subscriber to provide and maintain accurate registration information, or any illegal activity by the Subscriber using the Service, this agreement may be, at WVT's option, terminated and WVT's Equipment removed. Subscriber shall pay reasonable collection and/or attorney's fees to WVT in the event that WVT shall find it necessary to enforce collection or to preserve and protect its rights under this agreement.
18. Rates: All rates are subject to change in accordance with applicable law. The WVT Help Desk will assist Subscriber in first time access to the Internet through WVT and set-up of their initial email address. The WVT Help Desk can provide other services for Subscriber for a fee.
19. Late Fee: If Subscriber's account is 30 days past due, a reminder message will be included on Subscriber's monthly bill. If Subscriber's past due balance remains unpaid, Subscriber may be charged an applicable late fee in addition to Subscriber's past due balance at WVT's then current rate. If Subscriber's account remains unpaid Subscriber's Services may be disconnected and applicable reconnection fees, late fees and fees at the time of reconnection will be due prior to the reconnection. Subscriber can avoid incurring late fees by paying Subscriber's monthly bill promptly. Any late fees assessed are not considered interest or penalties. WVT expects that Subscriber will pay for Services on a timely basis, and WVT does not extend credit to customers.
20. Deletion of Data upon Termination: SUBSCRIBER AGREES THAT IF SUBSCRIBER'S SERVICE IS TERMINATED FOR ANY REASON, WVT COMMUNICATIONS GROUP HAS THE RIGHT TO IMMEDIATELY DELETE ALL DATA, FILES AND OTHER INFORMATION (INCLUDING EMAILS, ADDRESS BOOK AND WEB STORAGE CONTENT) STORED IN OR FOR SUBSCRIBER'S ACCOUNT WITHOUT FURTHER NOTICE TO SUBSCRIBER.
1. Arbitration: WE HOPE TO MAKE SUBSCRIBER A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF

BOTH OF BOTH PARTIES. SUBSCRIBER AND WVT BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD SUBSCRIBER THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. Except as noted below under "Excepted Claims," any and all disputes arising between Subscriber and WVT, or related to or arising from Subscriber's relationship with WVT, including the validity, enforceability, or scope of this Arbitration Provision (with the exception of the enforceability of the class action waiver clause), shall be subject to binding arbitration in accordance with this Arbitration Provision. Resolving Subscriber's dispute with WVT through arbitration means Subscriber will have a fair hearing before a neutral arbitrator instead of in a court by a judge or jury. SUBSCRIBER AGREES THAT BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER AND WVT EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION. IF SUBSCRIBER DOES NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, SUBSCRIBER MUST NOTIFY WVT IN WRITING WITHIN 30 DAYS OF THE DATE THAT SUBSCRIBER FIRST RECEIVE THIS AGREEMENT BY MAIL TO WARWICK VALLEY TELEPHONE, 47 MAIN STREET, WARWICK, NY 10990 ATTN: ARBITRATION. SUBSCRIBER'S WRITTEN NOTIFICATION TO WVT MUST INCLUDE SUBSCRIBER'S NAME, ADDRESS, AND WVT ACCOUNT NUMBER AS WELL AS A CLEAR STATEMENT THAT SUBSCRIBER DOES NOT WISH TO RESOLVE DISPUTES WITH WVT THROUGH ARBITRATION. SUBSCRIBER'S DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON SUBSCRIBER'S RELATIONSHIP WITH WVT OR THE DELIVERY OF WVT SERVICES TO SUBSCRIBER. Because the Service(s) provided to Subscriber concerns interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitration of all disputes under this Arbitration Provision. Any state statutes pertaining to arbitration shall not be applicable. Subscriber and WVT agree that applicable state law or federal law shall apply to and govern, as appropriate, the substance of all claims or causes of action, remedies, and damages arising between Subscriber and WVT. The arbitration will be administered by the American Arbitration Association ("AAA"), 335 Madison Ave., Floor 10, New York, NY 10017-4605, 1-800-778-7879, www.adr.org under the AAA's Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes. If the AAA will not enforce this Arbitration Provision as written, it cannot serve as the arbitration organization to resolve Subscriber's dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this Arbitration Provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will enforce this Arbitration Provision as written. If there is a conflict between this Arbitration Provision and the AAA rules, this Arbitration Provision shall govern. A single arbitrator will resolve the dispute between Subscriber and WVT. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including subscriber personally identifiable information. All issues are for the arbitrator to decide, including the scope of this Arbitration Provision, but the Arbitrator is limited and bound by terms of this Arbitration Provision. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement. Unless Subscriber agrees otherwise, any arbitration hearings will take place in a location convenient to Subscriber in the area where Subscriber receives the Service(s). If the amount in dispute is less than \$50,000, WVT agrees that Subscriber may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator on a telephonic hearing, or by an in-person hearing as established by AAA rules. If an award granted by the arbitrator exceeds \$75,000 or includes any form of injunctive relief, either party can appeal that award to a three-arbitrator panel administered by AAA by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. An award of injunctive relief shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding,

except for any appellate right that exists under the FAA. Subscriber agrees that if Subscriber fails to contact WVT within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute, Subscriber waives the right to pursue, in any forum, including arbitration or court, a claim based upon such event, facts or dispute. **SUBSCRIBER AGREES TO ARBITRATE SUBSCRIBER'S DISPUTE ON A SOLELY INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** Subscriber and WVT agree that the other may bring claims against the other only in Subscriber's or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. This Arbitration Provision does not permit and explicitly prohibits the arbitration of consolidated or class action disputes. No claim may be brought on behalf of the general public or as a private attorney general or on behalf of other subscribers or similarly situated persons unless the statute Subscriber is suing under provides for such actions. No claim subject to arbitration hereunder may be combined with a claim subject to resolution before a court of law. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief. Such injunctive relief may only be awarded to the extent necessary to (i) provide relief warranted by that party's individual claim and (ii) to return that party to the position it occupied before its claim arose. The arbitrator's authority to award injunctive relief is limited solely to the relationship between the claimant and WVT. The arbitrator may not award injunctive relief to any person or entity other than the claimant or that would interfere with the operation of the Internet system. Further, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. **WVT WILL ADVANCE ALL ARBITRATION FILING FEES AND ARBITRATOR'S COSTS AND EXPENSES UPON SUBSCRIBER'S WRITTEN REQUEST PRIOR TO THE COMMENCEMENT OF THE ARBITRATION. SUBSCRIBER IS RESPONSIBLE FOR ALL ADDITIONAL COSTS THAT SUBSCRIBER INCURS IN THE ARBITRATION, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS OR EXPERT WITNESSES. IF THE ARBITRATION PROCEEDING IS DECIDED IN WVT COMMUNICATION GROUP FAVOR, SUBSCRIBER SHALL REIMBURSE WVT COMMUNICATION GROUP FOR THE FEES AND COSTS ADVANCED TO SUBSCRIBER ONLY UP TO THE EXTENT AWARDBLE IN A JUDICIAL PROCEEDING. IF THE ARBITRATION PROCEEDING IS DETERMINED IN SUBSCRIBER'S FAVOR, SUBSCRIBER WILL NOT BE REQUIRED TO REIMBURSE WVT COMMUNICATION GROUP FOR ANY OF THE FEES AND COSTS ADVANCED BY WVT COMMUNICATION GROUP. IF A PARTY ELECTS TO APPEAL AN AWARD TO A THREE-ARBITRATOR PANEL, THE PREVAILING PARTY IN THE APPEAL SHALL BE ENTITLED TO RECOVER ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN THAT APPEAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARBITRATION PROVISION, WVT WILL PAY ALL FEES AND COSTS THAT IT IS REQUIRED BY LAW TO PAY.** If the ban on class action or class arbitration contained in this Arbitration Provision is held to be unenforceable, then the sections of this Arbitration Provision requiring arbitration of claims will be unenforceable, and the claim will be decided in court. In that instance, or any instance when a claim between Subscriber and WVT proceeds to court rather than through arbitration, Subscriber and WVT each waive the right to any trial by jury through this Agreement. If any portion of this Arbitration Provision besides the ban on consolidation and class actions is determined to be unenforceable, then the remainder of this Arbitration Provision shall be given full force and effect. The terms of this paragraph of the Arbitration Provision shall survive termination, amendment or expiration of this Agreement. For purposes of this Agreement, the term "Excepted Claims" shall mean claims (a) relating to a party's intellectual property rights; (b) relating to the unauthorized use, theft, or piracy of products or services; (c) in which the aggregate amount in controversy may be heard in a small claims court in Subscriber's jurisdiction, in which case either party can proceed to that court; or (d) which a party may bring before a regulatory authority or agency empowered by applicable law, provided, however, that the claim is not a collective or class action or brought on behalf of the general public, as a private attorney general, or in any other representative capacity.

21. Entire Agreement: These Terms and Conditions (including the Terms of Service) constitute the entire agreement between the Subscriber and WVT. No undertaking, representation or warranty made by an agent or representative of WVT in connection with the sale, installation, maintenance or removal of WVT Services or Equipment shall be binding on WVT except as expressly included herein.

22. **CENTRAL STATION MONITORED ALARM SERVICE LIMITATIONS:** Although we will provide a wire connection so that WVT VoIP services are available for use with Subscriber's existing security and fire systems, it is Subscriber's responsibility to follow-up with Subscriber's alarm company to confirm that they have Subscriber's correct and current phone number and to perform any periodic operational tests that Subscriber's central station-monitoring provider might recommend. Subscriber further understands that in the event of an outage Subscriber's WVT VoIP service will not be available to contact Subscriber's central station-monitoring provider. WVT does not support the use of any WVT VoIP service as a connection for (i) emergency medical alert systems or (ii) all high security monitoring systems (UL 681 or similar). If Subscriber has any such systems, Subscriber must use an alternative connection.