



## Broadband Internet Service Terms And Conditions

The following Terms and Conditions shall apply to all users of CTS internet/DSL except for any business Customer that has signed an agreement that governs the terms and conditions with respect to Services provided by CTS to the Customer unless such agreement expressly incorporates by reference these online broadband internet service terms and conditions. For the purposes of the Terms and Conditions, you will be referred to as the “Customer”.

**BILLING:** Customer agrees to pay all charges to the Customer’s account, including applicable taxes, in accordance with billing terms in effect at the time the fee or charge becomes payable. The recurring monthly fee is due in accordance to the date of the Customer’s monthly statement. The monthly fees are non-refundable. The initial payment may include non-recurring installation charges including, but not limited to equipment, inside wiring and other installation fees. Delinquent accounts are subject to immediate termination or suspension of Services at the sole discretion of CTS. If the customer discontinues Service or is disconnected, the customer agrees to pay a reconnect charge before reconnection.

- 1. INTENDED USE OF THE SERVICE:** Customer agrees not to use the Service in a manner prohibited by any federal or state law or regulation. Customer further agrees to adhere to CTS Acceptable Use Policy (AUP). Transmission of any material in violation of federal or state law or regulation, including, but not limited to any copyrighted material, material protected by a trade secret or material or messages that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable in any manner or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, is prohibited.
- 2. INTERNET PROTOCOL (IP) ADDRESS: IP** addresses are not portable and are not assigned for independent administration or distribution. Customer understands the IP assignments are not guaranteed and may be modified as required by CTS and/or the American Registry for Internet Numbers (ARIN). Customer cannot alter, modify or tamper with the IP connection of those or any customer on the system.
- 3. RESTRICTIONS:** Customer agrees to limit their use of the services to a single residence or business.
- 4. INSIDE WIRING AND COMPUTER HARDWARE / SOFTWARE INSTALLATION:** Customer acknowledges that the inability of Customer or third party’s facilities to access the Services or other operational impediments may preclude or delay delivery of Services. Customer acknowledges that the installation representative may require inside wiring to complete Services delivery at an additional hourly or other charge. Customer further acknowledges this charge will occur at the sole discretion of the installation representative. Customer acknowledges that CTS may need to install hardware and/or software on the customer computer. The customer agrees that CTS is not liable for any computer problems.

- 5. INSTALLATION/SERVICE:** You will be responsible for payment of service charges for visits by CTS or its subcontractors to your premises when a service request results from causes not attributable to CTS or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by CTS. You will provide CTS and its subcontractors with reasonable access to your premises in order to install, maintain, and repair the Service and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that CTS may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service. If you do not own your premises or your unit is part of a multi-tenant environment (e.g., apartment building, condominium, private subdivision), you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to allow CTS and its subcontractors reasonable access to install, maintain, and repair the Service and to make any alterations CTS deems appropriate for the work to be performed. You acknowledge that CTS may use existing wiring, including altering the wiring and removing accessories, located within your unit (“Inside Wiring”). You warrant that you own or control the Inside Wiring, and give CTS permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this TOS, you agree to indemnify CTS from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.
- 6. DISCLAIMER OF LIABILITY:** THE SERVICES PROVIDED BY CTS ARE PROVIDED “AS IS”. CTS MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY REGARDING THE RELIABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ITS SERVICES. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT CTS EXERCISES NO CONTROL OVER THE NATURE, CONTENT OR RELIABILITY OR THE INFORMATION PASSING THROUGH ITS NETWORK. NO ORAL OR WRITTEN INFORMATION OF ADVICE GIVEN BY CTS, ITS DEALERS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. CTS MAKES NO WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, ACCURACY OR VALIDITY OF THE INFORMATION AND/OR DATA RESIDING ON OR PASSING THROUGH ANY NETWORK. USE OF ANY INFORMATION OBTAINED FROM OR THROUGH SERVICES PROVIDED BY CTS WILL BE AT CUSTOMERS OWN RISK. CUSTOMER ACKNOWLEDGES THAT CTS IS NOT LIABLE FOR ANY ERRORS OR INTERRUPTIONS IN THE SERVICES, WHETHER WITHIN OR OUTSIDE THE CONTROL OF CTS. UNDER NO CIRCUMSTANCES SHALL THE CUSTOMER HOLD CTS RESPONSIBLE FOR ANY FORM OF DAMAGES OR LOSSES INCLUDING, WITHOU LIMITATION ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES SUFFERED FROM, BUT NOT LIMITED TO ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICES CAUSED BY THE NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM ON THE PART OF THE CUSTOMER, CTS, OR A THIRD PARTY. CUSTOMER UNDERSTANDS THAT TELECOMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS WITHIN AND OUTSIDE OF THE DIRECT CONTROL OF CTS. UNDER NO CIRCUMSTANCES DO ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS. CTS RESERVES THE RIGHT TO REFUSE OR TERMINATE SERVICES TO A CUSTOMER FOR ANY VIOLATION OF A TERM OR CONDITION LISTED HEREIN OR A SUBSEQUENT MODIFICATION OF THESE TERMS AND CONDITIONS AS DETERMINED BY CTS.

- 7. ENTIRE AGREEMENT:** These Terms and Conditions contain the entire agreement and understanding concerning the Services and supersede all prior negotiations, proposed agreements, and all other agreements, whether electronic, written or oral. Without prior notice to Customer, these Terms and Conditions may be modified at any time by CTS. The latest version of the Terms and Conditions may be found at [www.gocts.com](http://www.gocts.com). A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial and administrative hearings based upon or relating to the Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- 8. ASSIGNMENT AND SUCCESSORS IN INTEREST:** All of the Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of Customer.
- 9. VENUE / CHOICE OF LAW:** These Terms and Conditions shall be construed in accordance with the laws of the State of Michigan and The United States of America. Any claims or causes of action related to the Internet service must be instituted within one year after the claim or cause of action has arisen or will be barred.
- 10. SEVERABILITY:** In the event that it is determined by a court of competent jurisdiction as a part of a final nonappealable judgment that any provision of these Terms and Conditions (or part thereof) is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the Terms and Conditions will remain in full force and effect.
- 11. INDEMNIFICATION:** Customer shall indemnify and hold CTS harmless against all claims, losses, damages and liabilities sustained by CTS resulting from, arising out of, or connected with any breach of, or non-fulfillment of any representation, warranty, covenant or agreements made by or obligation of Customer contained in these Terms and Conditions.

#### **ACCEPTABLE USE POLICY - CTS**

IN ORDER TO PROVIDE HIGH QUALITY INTERNET SERVICE AND TO INSURE THE SECURITY, RELIABILITY AND PRIVACY OF THE CTS NETWORK, CTS HAS ADOPTED THIS ACCEPTABLE USE POLICY (AUP). THIS AUP ALONG WITH THE CTS SERVICE AGREEMENT WILL GOVERN THE CUSTOMER'S USE OF THE CTS INTERNET AND RELATED SERVICES. THE CUSTOMER RECOGNIZES AND AGREES THAT THE THEN CURRENT VERSION OF THE AUP WILL BE MAINTAINED BY CTS AND POSTED ON THE CTS WEBSITE [WWW.GOCTS.COM](http://WWW.GOCTS.COM) AND WILL SUPERCEDE ALL PERVIOUS VERSIONS OF THIS DOCUMENT AND THAT CUSTOMER'S CONTINUED USE OF CTS'S INTERNET SERVICE WILL CONSTITUTE CUSTOMER'S ACCEPTANCE OF THIS POLICY AS IT MAY BE AMMENDED. BY USING THE CTS INTERNET SERVICE, THE CUSTOMER AGREES TO ABIDE BY, AND REQUIRE EACH USER OF THE SERVICE TO ABIDE BY, THE TERMS OF THIS AUP AND THE CTS SERVICE AGREEMENT. ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS MUST IMMEDIATELY CEASE USE OF THE CTS INTERNET SERVICE. CTS RESERVES THE RIGHT AT ITS SOLE DISCRETION TO IMMEDIATELY SUSPEND, TERMINATE, OR RESTRICT USE OF THE SERVICE WITHOUT NOTICE IF SUCH USE VIOLATES THE AUP OR SERVICE AGREEMENT, IS OBJECTINALBLE OR UNLAWFUL, INTERFERES WITH THE CTS NETWORK OR THE INTERNET OR OTHERS' USE OF THE SERVICE.

## **USE**

The service is designed solely for personal or business use. Customer is responsible for any misuse of the Service that occurs through Customer's account, whether by an employee of Customer's business or an authorized or unauthorized third-party. Customer is responsible for any and all email addresses associated with the Customer's account. Customer must take steps to ensure that others do not gain unauthorized access to the Service. Customer is solely responsible for the security of (i) any device Customer chooses to connect to the service, including any data stored or shared on that device and (ii) any access point to the Service. If the Customer sells or resells advertising or web space to a third party, then the Customer will be responsible for the content of such advertising or on such web space and the actions of such third party. Customer will not resell or redistribute, or enable others to resell or redistribute, access to the Service in any manner, including, but not limited to, wireless technology, except as expressly provided in any contract for service. CTS reserves the right to disconnect or reclassify the Service to a higher grade or to immediately suspend or terminate the Service for failure to comply with any portion of this provision or this Policy, without prior notice.

## **PROHIBITED ACTIVITIES USING THE NETWORK AND SERVICE**

- Any activity or use of the Service which violates system or network security or integrity are prohibited and may result in criminal and civil liability. Such violations include, without limitation, the following:
- Unauthorized access or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network.
- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network.
- Interference with service to any user, host, or network, including but not limited to: mail bombing, flooding or denial of service attacks.
- Forging the header of any transmitted information packet, email, or Usenet posting.
- Modifying or tampering with any hardware, software, or configuration provided by CTS including but not limited to: routers, switches, access points, wireless gateways, security devices and cable modem configuration files.
- Reselling or otherwise redistributing the Service.
- Disrupting any aspect of the Service through any means.
- Excessive use of bandwidth that in CTS's sole opinion places an unusually large burden on the network or is deemed by CTS to be above normal usage. CTS has the right to impose limits on excessive bandwidth consumption via any means available to CTS.
- Assuming or assigning a CTS IP address that was not allocated to the user by CTS or its network – all CTS internet users must use DHCP assigned by the Service to acquire an IP address or utilize a Static IP address provided by CTS.
- Running any type of server on CTS's system that is intentionally used to disrupt other users of the Service or users of the Internet in general.

## **NO ILLEGAL OR FRAUDULENT USE**

The Service may be used only for lawful purposes. Customer will not use or allow others to use the service in any manner that is in violation of any applicable federal, state, local or international laws or regulations or to promote, engage in, or enable illegal activity or conduct that violates or infringes upon the rights of any person. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene, illegal, defamatory, constitutes an illegal threat, or violates export control laws. Furthermore, use of the Service to impersonate a person or entity is not permitted.

## **NO COPYRIGHT OR TRADEMARK INFRINGEMENT**

CTS reserves the right to suspend or terminate accounts which are in violation of Copyright Infringement laws. NO SPAM Users may not send any unsolicited bulk email or electronic communications including, but not limited to, instant messenger programs, IRC, Usenet, etc. That promotes or advertises a cause, opinion, money making opportunity, or the like that the recipient did not specifically request from the sender. All commercial email messaging must comply with the Federal, State, and Local law, such as the

## **CAN-SPAM**

Act. These communications do not necessarily have to pass through the Service's email infrastructure - it only needs to originate from a Service User.

## **NO SYSTEM DISRUPTION**

Customer will not use or allow others to use the Service to disrupt degrade, and/or otherwise adversely affect CTS's network or computer equipment owned by CTS or other CTS customers.

## **SECURITY/ABUSABLE RESOURCES**

User is solely responsible for the security of any device connected to the Service, including any data stored on that device. Users shall take all necessary steps to avoid actions that result in the abuse of a resource on their network. Examples of the abuse of resources include, but are not limited to: open news servers, open SMTP servers, insecure routers, wireless access and insecure proxy servers. Upon notification from CTS, Users are required to address the problem in a timely fashion. Failure to address an issue after notification will be considered a violation of the AUP.

## **NO HACKING**

Customer will not use, nor allow other to use, the Service to access the accounts of others or to attempt to penetrate security measures of the Service or other computer systems ("hacking") or to cause a disruption of the Service to other on-line users.

## **NETWORK MANAGEMENT**

CTS reserves the right to use a changing variety of reasonable network management techniques including but not limited to (i) allocation a fixed maximum amount of bandwidth to non-customers seeking to upload peer-to-peer files from customers; (ii) utilizing STM technology to prioritize traffic during times of peak congestion; and (iii) implementing filtering and spam detection techniques to manage reliable email sources and mitigate spam.

## **VIRUSES**

Users must take appropriate action to prevent their systems from becoming infected with and/or distributing computer viruses such as but not limited to worms, "Trojan horses", denial of service attacks bots. CTS will take appropriate (as decided by CTS's sole discretion) action against Users infected with computer viruses or worms to prevent further spread.

## **ENFORCEMENT**

CTS reserves the right to investigate violations of this UP, including the gathering of information from the Customer or other Users involved and the complaining party, if any, and the examination of material on CTS's servers and network. CTS prefers to advise Users of AUP violations and any necessary corrective action but, if CTS, in its sole discretion, determines that a User has violated the AUP, CTS will take any responsive action that is deemed appropriate without prior notification. Such action includes but is not limited to: temporary suspension of service, reduction of service resources, and termination of service. CTS is not liable for any such responsive action and these actions are not exclusive. CTS may take other legal or technical action it deems appropriate.

## **NO WAIVER**

The failure by CTS or its affiliates to enforce any provision of the Policy at any given time shall not be construed as a waiver of any right to do so at any future time thereafter.

## **REVISIONS TO POLICY**

CTS reserves the right to update or modify this Policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of this Policy. Notice of modifications to this Policy may be given by posting such changes to CTS's homepage ([www.gocts.com](http://www.gocts.com)), by email or by conventional mail, and will be effective immediately upon posting or sending. In the event of a conflict between any customer or customer agreement and this Policy, the terms of this Policy will govern.

## **BACKUP POWER CONSUMER DISCLOSURE FORM**

Backup Power for Home Phone Services during Power Outages For many years, your home phone would allow you to stay connected to emergency voice services during a power outage. However, today's advanced home phone services are provided using fiber optics that require an electrical connection. These advanced home phone services come with battery backup power when installed that should provide approximately 2 hours of phone service in case of an outage. This is not talk time, but extended service time to enable you to contact emergency services if needed. However, as with all batteries, the shelf life is subject to deteriorate over time. To avoid a disruption of home voice service during an outage at your home, and to maintain the ability to connect to 911 emergency services, we offer you the option of purchasing extended backup power for your home phone service. If you have any questions or want to purchase a backup battery through us, please call 269-746-4411. Price: \$199 Installation: \$105 initial install of equipment

## **WHAT YOUR BATTERY CAN – AND CAN'T – DO FOR YOU**

The backup batteries for communication services allow you to continue to use your home voice services during a power outage. Without a backup battery or alternate backup source such as a generator, customers will not be able to make any calls, including emergency calls to 911. The only way to maintain the ability to use your phone is by using some form of backup power. This backup battery does not provide power to any services other than telephone service. Home security systems, medical monitoring devices, cordless telephones, and other equipment will not run on a home phone backup battery.

## **EXPECTED BACKUP POWER DURATION**

Backup batteries are expected to last at least 8 hours on standby power. This is NOT talk time. It is only the ability to contact 911 emergency services. Battery age, maintenance and other factors will determine the extent of actual back up power.

## **INSTRUCTIONS FOR PROPER CARE AND USE OF YOUR BATTERY**

Please follow the more detailed instructions included with your battery for warranty, proper use, storage and care of your battery to ensure that it will function as needed during a power outage.

All questions and issues with the battery need to be directed to the manufacturer.

**PSI – PowerTec Solutions International**

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