

Verneau Networks, Inc.

Agreement For Internet Access Service

Welcome to Verneau Networks! In this Agreement, you'll find important information about your Service, including our ability to make changes to your Service or this Agreement's terms, and limits on our liability if things don't work out as planned. Please read carefully.

About this Agreement

This Agreement, without modification by you, along with our Privacy Policy (located at <https://www.hillsborotel.com/policies>) and any documents expressly referred to herein or therein (collectively, "Agreement"), make up the entire agreement between you and us regarding your Service and Equipment and supersedes any and all prior agreements and understandings related to the subject matter of this Agreement. You can't rely on any other documents, or on what's said by any sales or customer service representatives, and you have no other rights regarding your Service, Equipment or this Agreement.

Who We Are

We are Verneau Networks, Inc., a Wisconsin corporation, a subsidiary of Hillsboro Telephone Company, Inc. ("Verneau Networks", "we", "our" and "us"). You are the person or entity that subscribes to or uses the Service or purchases or leases Equipment subject to this Agreement ("you" or "your").

Your Service

Your "Service" means any services you have asked us to provide you through this Agreement, including but not limited to access to the Internet via Ethernet over Digital Subscriber Line ("DSL"), Fiber To The Home ("FTTH"), IP addresses, products, features, and applications; it also includes your Plan. Your "Plan" includes the specific plan and features you purchased, and their monthly and additional usage-based charges. "Equipment" means any equipment or software provided to you by us for use in any manner in connection with your Service, including but not limited to any Verneau Networks-provided modem, router, phone filter, T-connector line splitter, Ethernet card, Ethernet cable, or router. You acknowledge that Verneau Networks provides your Service on an unregulated basis and that our tariffs and the tariffs of our parent company, Hillsboro Telephone Company, Inc., do not apply to the Service.

Your Term Commitment

The term of this Agreement will continue unless terminated: (a) by you or us upon written notice, or (b) by us as otherwise provided in this Agreement. Notice from you will be effective when we receive it.

How to Accept this Agreement

You accept this Agreement by:

- Agreeing in writing, by email, over the phone, or in person;
- Using or attempting to use the Service or Equipment, or both; or
- Signing this Agreement.

When you accept, you're representing that you are at least 18 years of age and are legally able to accept an agreement. If you're accepting for an entity, you're representing that you are authorized to bind that entity, and where the context requires, "you" means the entity. **If you don't want to accept, don't do any of these things.**

How We Can Change this Agreement or the Service

We may change or add prices, charges or fees, or any other term of your Service, your Plan or this Agreement, at any time, but we'll provide at least 30 days' advance written notice of a material change or addition to this Agreement. We may make other changes, such as changing or discontinuing features, programs, use procedure, access, system hardware or software, in our sole discretion at any time without giving you notice. If you use your Service or the Equipment, or both, or continue to subscribe to the Service after a change, addition or discontinuation takes effect, that means you're accepting the change, addition or discontinuation.

Your Privacy

We may collect personal information about you. We may also gather some information through our relationship with you, such as information about the quantity, technical configuration, type, destination and amount of your use of our Service. Information in our billing and customer care systems concerning your account and your use of Service belongs to us, and you have no expectation of privacy with respect to such information. You can find out how we use, protect and disclose the information we collect about you in our Privacy Policy, available at <https://www.hillsborotel.com/policies> . We may investigate your credit history at any time and share credit information about you with credit reporting agencies and Verneau Networks' subsidiaries and affiliates, and you authorize us to do so. If you'd like the name and address of any credit agency that gives us a credit report about you, just ask.

There is a risk that other users may attempt to access your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the Service and you agree to take full responsibility for taking adequate security precautions, preventing unintentional usage and safeguarding your data from loss.

Appropriate Use

This is Your Service and Equipment. Use of your Service and Equipment is restricted to personal and family use within a single household, and you agree that only you and co-residents living in your household will use the Service and Equipment and such use will be from only within your household. "Household" means your home or the residential unit you used as your residence in a multiple dwelling unit. Any access by a third-party to e-mail, Internet access, or any other function of the Service or Equipment, or both, through any hardware, device, software program or service is a violation of this Agreement. You are responsible for any misuse of your Service or Equipment, or both, whether by a member of your household or an authorized or unauthorized third-party. You shall not sell, resell, reproduce, copy, duplicate, transfer, trade or exploit for any commercial purposes all or any part of the Service, the Equipment, or access to the Service. You shall not permit any person to log into your computer system from a remote site for the purpose of accessing the Service. These restrictions prohibit, among other things, using the Service to provide "WI-FI" or any similar method of accessing the Internet. You agree that the Service will not be used to trunk or facilitate public Internet access or any other public use of the Service.

Digital Millennium Copyright Act Claims. Verneau Networks respects the intellectual property rights of others. If you believe that your work has been copied and has been posted, stored or transmitted to or on our system in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing Verneau Networks' Copyright Agent the following written information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed upon; (iii) a specific description of where the material that you claim is infringing is located; (iv) your address, telephone number, and e-mail address; (v) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Verneau Networks' Copyright Agent for notice of claims of copyright infringement on the Site and Resources can be reached as follows:

Attn: Verneau Networks' Copyright Agent, Donald Hammer
Verneau Networks, Inc., 121 Mill Street, Hillsboro, WI 54634-0427
Phone: (608) 489-3230, Fax: (608) 489-1111, E-mail: info@hillsborotel.com.

Children and Internet Safety. We recognize how important it is to protect the safety and privacy of children online. For this reason, children under the age of 13 will not be permitted access to the Service unless added to your account by an account manager who is their legal guardian. You understand that by adding a child to your account, you are giving your child access to features that are available as part of the Service and the Internet. Please remember that the Service is designed to appeal to a broad audience. It is your responsibility to determine whether the features provided through the Service are appropriate for a minor. We recommend that you remain diligent in the supervision of any minors in their use of the Service and the Internet. Parents and guardians, please consider spending time online with your children, and participate in and monitor their online activity. We encourage it.

Network Management. Your use of your Service and Equipment is subject to our Broadband Usage Policy attached to this Agreement, and our Network Management Practices and Performance disclosure at <https://www.hillsborotel.com/policies>, which is hereby incorporated as if set forth at length herein. Verneau Networks reserves the right to engage in reasonable network management practices, in addition to and notwithstanding our Broadband Usage Policy, to protect our network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of Service by other customers. Reasonable network management practices that we may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) modification of your serving facility or service technology; and/or (iii) a modification of or a limitation on your data throughput speed or data consumption.

Verneau Networks Acceptable Use Policy

Verneau Networks prohibits use of, and you agree not to use, your Service or Equipment, or both, in any way that is unlawful, harmful to or interferes with use of our network or systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam or e-mail abuse, a security risk or a violation of privacy. By accepting this Agreement, you agree to comply with this policy ("Verneau Networks Acceptable Use Policy" or "Acceptable Use Policy") and to remain responsible for all who use your Service and Equipment.

Your Responsibilities. You are solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using your Service. We have no obligation to monitor and no responsibility for content of any materials distributed or accessed using your Service, any material created on our network or facilities or accessible using your Service, including content provided on third-party websites linked to our network or facilities, and any information transmitted to or from you via the Service. We reserve the right, but have no obligation, to remove any material or information stored or referenced on our facilities that we determine is objectionable. Further, you are responsible for taking prompt corrective action(s) to remedy a violation of our Acceptable Use Policy and to help prevent future violations.

Unlawful Activities. Your Service shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights. Your Service shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of Verneau Networks or any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation. **Verneau Networks assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you.**

Threatening Material or Content. Your Service shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others, or specifically advertises firearms or ammunition, tobacco, alcohol, illegal drugs, or other contraband, or is determined by us to be obscene, indecent, hateful, malicious, racist, defamatory, fraudulent, deceptive in any way, libelous, treasonous, excessively violent or promoting the use of violence or otherwise harmful to others.

Inappropriate Interaction with Minors. We comply with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children. For more information about online safety, visit <http://www.ncmec.org>.

Child Pornography. Your Service shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition may be reported to us at the following e-mail address: info@hillsborotel.com. We will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from our facilities.

Spam & E-mail Abuse. Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of our Acceptable Use Policy. Spam and e-mail abuse is prohibited using your Service.

Security Violations. You are responsible for ensuring and maintaining security of your systems, equipment, and the machines that connect to and use your Service, including implementation of necessary patches and operating system updates. Your Service shall not be used to interfere with, gain unauthorized access to, or otherwise violate the security of Verneau Networks' (or another individual's or entity's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing.

Enforcement. Your failure to observe the guidelines set forth in our Acceptable Use Policy may result in Verneau Networks taking actions anywhere from a warning to a suspension or termination of your Service. When feasible, we may provide you with a notice of a violation or otherwise allow you to promptly correct such violation. **Verneau Networks reserves the right, however, to act immediately and without notice and without affecting your obligation to make any payments required under the Agreement, to suspend or terminate your Service in response to a court order or government notice that certain conduct must be stopped or when we reasonably**

determine that the conduct may: (1) expose us to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of our network or networks with which we are interconnected, (3) interfere with another Verneau Networks customer's use of our services or the Internet, (4) violate any applicable law, rule or regulation, or (5) otherwise present an imminent risk of harm to us or our customers.

Equipment and Software

You agree that you will use the Equipment only for its intended use and no other purpose. Other than the Equipment provided to you by Verneau Networks for use with the Service, you must provide all equipment, devices and software necessary to receive the Service. Any equipment or software that was not provided to you by us is not our responsibility, and Verneau Networks will not provide support, or be responsible for ongoing maintenance of such equipment or software. Regardless of whether the equipment used to access your Service is owned by you or us, Verneau Networks reserves the right to manage such equipment for the duration of your Service, and retains exclusive rights to data generated by the equipment. Neither you nor a third party may change, interfere with, or block access to Equipment or Equipment data or settings. We may repair or replace damaged Equipment as we deem necessary or as otherwise provided in this Agreement. You understand that repair or replacement may delete stored content, reset personal settings or otherwise alter the functionality of your Equipment. If you own the equipment or if the Equipment is damaged due to your intentional acts or negligence as determined by us, you will be responsible for the price of repair or replacement. The Equipment is our property, and you agree to return the Equipment promptly to us when your Service and/or this Agreement is terminated.

Pricing

You agree to pay: (1) in advance by the 10th day of each month the then-current monthly service fee specified for your Plan; (2) the charge for all Equipment required for your Service; (3) activation fees, connection and/or installation charges, if any; (4) late fees, restoral of service fees and other applicable service charges, if any; and (5) any applicable taxes, recovery fees and surcharges which we pay to municipalities and other governmental entities and may pass on to you. Any amounts owed for any partial month will be prorated, and you agree to pay those amounts, too. Verneau Networks may in its discretion from time to time and at any time change any pricing for the Service, Plan and/or Equipment, and any such change shall be effective upon 35-days notice to you unless you terminate the Service prior to the effective date of the price increase. It is your responsibility to determine whether your use of the Service may result in toll, usage, long distance or other charges or fees. You are solely responsible for, and in no event will Verneau Networks be responsible for, any toll, usage, long distance or other charges or fees incurred as a result of your use of the Service or Equipment, or both.

How and When You Can Dispute Charges

You can dispute your bill within 60 days of receiving it, but unless otherwise provided by law, you still have to pay all undisputed charges. YOU MAY CALL US TO DISPUTE CHARGES ON YOUR BILL OR ANY SERVICE FOR WHICH YOU WERE BILLED, BUT IF YOU WISH TO PRESERVE YOUR RIGHT TO BRING OR PARTICIPATE IN ANY LEGAL ACTION REGARDING SUCH DISPUTE, YOU MUST WRITE TO US AT THE CUSTOMER SERVICE ADDRESS ON YOUR BILL WITHIN THE 60-DAY PERIOD MENTIONED ABOVE. IF YOU DO NOT NOTIFY US IN WRITING OF SUCH DISPUTE WITHIN THE 60-DAY PERIOD, YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICES AND TO BRING OR PARTICIPATE IN ANY LEGAL ACTION REGARDING ANY SUCH DISPUTE. We may discontinue the program described in this paragraph in our sole discretion at any time without notice.

Operational Limits of the Service

Provisioning of your Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. You understand and agree that temporary interruptions of the Service may occur as

normal events in the provision of your Service and that we are not liable for such interruptions. You further understand and agree that we have no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond our control. In addition, Verneau Networks is not liable for any failure of performance due to any cause beyond our reasonable control including acts of God, fire, explosion, vandalism, terrorism, cable cut, major weather disturbance, national emergencies, riots, wars, labor difficulties, supplier failures, shortages, breaches, any law, order, regulation, direction, action, or request by any government, civil or military authority, or suspension of existing service in compliance with state and/or federal law, rules and regulations, or delays caused by you or your equipment.

Verneau Networks' Rights to Limit or End Service or End this Agreement

We can, without notice, modify, limit, suspend or end your Service, this Agreement or any agreement with you for any good cause ("Good Cause"), including, but not limited to: (1) if you: (a) breach this Agreement; (b) resell your Service; (c) use your Service for any illegal purpose, including use that violates trade and economic sanctions and prohibitions promulgated by any U.S. governmental agency; (d) fail to make any payment due under this Agreement within 10 calendar days after the date payment is due; (e) steal from or lie to us; (f) pay late more than once in any 12 month period; (g) incur charges larger than a required deposit or billing limit; (h) provide credit information we can't verify; (i) are unable to pay us or go bankrupt; (j) change your service address or the location to which the Service is provided; or (k) violate the Verneau Networks Acceptable Use Policy, as we determine in our sole discretion; or (2) if you, any user of your Service or any account manager on your account: (a) threaten, harass, or use vulgar and/or inappropriate language toward our representatives; (b) interfere with our operations; (c) "spam", or engage in other abusive messaging or calling; (d) modify the Equipment, or any software residing thereon, from the manufacturer's specifications; or (e) use your Service or Equipment, or both, in a way that negatively affects our network or other customers; or (3) if necessary to prevent unauthorized use of the Service, provided that we have given you notice reasonable under the circumstances; or (4) if governmental authorities of competent jurisdiction direct us to discontinue providing Service. We can also temporarily limit your Service for any operational or governmental reason. We may restore limited, suspended, or terminated Service, in our sole discretion, following your correction of the violation and payment of any amounts due, including any restoration charge we assess for restoring the Service. Additionally, Verneau Networks may terminate this Agreement and discontinue providing your Service upon 10 days written notice to you if we decide to discontinue completely offering Internet access service. Upon termination of this Agreement, you are liable to us for all charges for Service rendered through the effective date of such termination.

Disclaimer of Warranties

You EXPRESSLY UNDERSTAND AND AGREE THAT:

- 1. YOUR USE OF THE SERVICE OR EQUIPMENT, OR BOTH, IS AT YOUR SOLE RISK. THEY ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. VERNEAU NETWORKS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CO-BRANDERS, SUPPLIERS, LICENSORS AND OTHER RELATED PARTIES, AND THEIR RESPECTIVE PARTNERS, MANAGERS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES EXPRESSLY DISCLAIM WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA AND NON-INFRINGEMENT.**
- 2. VERNEAU NETWORKS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CO-BRANDERS, SUPPLIERS, LICENSORS AND OTHER RELATED PARTIES MAKE NO WARRANTY THAT: (i) YOUR SERVICE OR EQUIPMENT, OR BOTH, WILL MEET YOUR REQUIREMENTS, (ii) YOUR SERVICE OR EQUIPMENT, OR BOTH, WILL BE UNINTERRUPTED, TIMELY, SECURE (INCLUDING, WITHOUT LIMITATION, FREE FROM UNAUTHORIZED ACCESS), PROVIDE CONTINUOUS STORAGE OR ACCESS, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF YOUR SERVICE**

OR EQUIPMENT, OR BOTH, WILL BE COMPLETE, ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH YOUR SERVICE OR EQUIPMENT, OR BOTH, WILL MEET YOUR EXPECTATIONS, (v) ANY ERRORS IN YOUR SERVICE OR EQUIPMENT, OR BOTH, WILL BE CORRECTED, AND (vi) MATERIALS, SOFTWARE OR CONTENT AVAILABLE FOR DOWNLOAD BY OR THROUGH YOUR SERVICE OR EQUIPMENT, OR BOTH, ARE FREE OF INFECTION OR VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES.

3. ANY MATERIAL DOWNLOADED, UPLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF YOUR SERVICE OR EQUIPMENT, OR BOTH, IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR BUSINESS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIAL OR THE USE OF YOUR SERVICE OR EQUIPMENT, OR BOTH.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VERNEAU NETWORKS OR THROUGH OR FROM ANY COMMUNICATION, YOUR SERVICE OR EQUIPMENT, OR BOTH, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

Waivers and Limitations of Liability

YOU AGREE TO LIMIT CLAIMS AGAINST VERNEAU NETWORKS FOR DAMAGES OR OTHER MONETARY RELIEF TO DIRECT DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY. THAT MEANS YOU WILL NOT TRY TO GET ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE OR PUNITIVE DAMAGES FROM VERNEAU NETWORKS. WE ALSO AREN'T LIABLE FOR THE COST OF ALTERNATIVE SERVICES OR ATTORNEY'S FEES. THIS LIMITATION AND WAIVER ALSO APPLIES IF YOU BRING A CLAIM AGAINST ONE OF OUR SUPPLIERS, TO THE EXTENT WE WOULD BE REQUIRED TO INDEMNIFY THE SUPPLIER FOR THE CLAIM. YOU AGREE WE AREN'T RESPONSIBLE FOR PROBLEMS CAUSED BY YOU OR OTHERS, DELETION OR LOSS OF FILES OR EMAIL, BY ANY ACT OF GOD, BY THE USE OR INABILITY TO USE YOUR SERVICE OR EQUIPMENT (OR BOTH), THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON YOUR SERVICE OR EQUIPMENT (OR BOTH), OR FAILURE TO INSURE THE COMPATIBILITY OF YOUR SYSTEM WITH YOUR SERVICE OR EQUIPMENT (OR BOTH). IN THE EVENT WE ARE FOUND TO BE RESPONSIBLE TO YOU FOR DAMAGES IN ANY WAY RELATING TO YOUR SERVICE OR EQUIPMENT, OR BOTH, YOU AGREE THAT OUR LIABILITY TO YOU WILL NOT EXCEED YOUR PRO-RATED MONTHLY RECURRING CHARGE FOR THE SERVICE DURING THE MONTH IN WHICH YOU INCUR SUCH DAMAGES.

Indemnity

YOU AGREE TO INDEMNIFY AND HOLD US, AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CO-BRANDERS, SUPPLIERS, LICENSORS AND OTHER RELATED PARTIES HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN DEFENSE OR OTHERWISE, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (i) CONTENT YOU SUBMIT, POST, TRANSMIT OR OTHERWISE MAKE AVAILABLE THROUGH, YOUR USE OF, OR YOUR CONNECTION TO YOUR SERVICE OR EQUIPMENT (OR BOTH), (ii) YOUR VIOLATION OF THIS AGREEMENT, (iii) YOUR VIOLATION OF OUR ACCEPTABLE USE OR ANY OTHER POLICY, OR (iv) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER. YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR ALL USE OF THE SERVICE OR EQUIPMENT (OR BOTH) USING YOUR ACCOUNT, AND THAT THIS AGREEMENT, AND OUR ACCEPTABLE USE POLICY AND PRIVACY POLICY, AS AMENDED FROM TIME TO TIME, APPLY TO ANY AND ALL USAGE OF YOUR ACCOUNT. YOU AGREE TO ABIDE BY THESE TERMS AND YOU AGREE TO DEFEND, HOLD HARMLESS AND INDEMNIFY US FROM AND AGAINST ANY AND ALL CLAIMS STEMMING FROM USAGE OF YOUR ACCOUNT, WHETHER OR NOT SUCH USAGE IS EXPRESSLY AUTHORIZED BY YOU.

Third Parties and Unauthorized Use

Your Service and Equipment will be provided by us or by our third-party vendors or contractors. We reserve the right to change or modify the source of any Service or Equipment (or both) provided to you at any time without notice. You agree that your Equipment on which your Service is activated may not be used to access any third-party services equivalent to any services provided, or made available, by us, even if you declined to purchase such services from us. Using any manual or electronic means to modify your Equipment, or any software residing thereon, from the manufacturer's specifications is a material violation of this Agreement.

How You Resolve Disputes with Us

YOU AND VERNEAU NETWORKS BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. YOU AND WE ALSO BOTH AGREE THAT:

1. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS, THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT RESULTS FROM THIS AGREEMENT OR FROM THE SERVICE OR DEVICE YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY PRODUCTS, DEVICE OR SERVICE) WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU.
2. UNLESS YOU AND VERNEAU NETWORKS AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. FOR CLAIMS OVER \$10,000, THE APPLICABLE AAA RULES AS MODIFIED BY THIS AGREEMENT WILL APPLY. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER ARBITRATION, IN WHICH CASE THE AAA'S PROCEDURES AS MODIFIED BY THIS AGREEMENT WILL APPLY, OR, ALTERNATIVELY, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG) OR BY WRITING TO US.
3. **THIS AGREEMENT DOESN'T ALLOW CLASS ARBITRATIONS EVEN IF THE AAA PROCEDURES OR RULES WOULD. THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT.**
4. IF EITHER YOU OR WE INTEND TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO US MUST BE SENT TO VERNEAU NETWORKS, ATTN: **MANAGER**, VERNEAU NETWORKS, INC., 121 MILL STREET, HILLSBORO, WI 54634-0427. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. PLEASE CALL CUSTOMER SERVICE FOR A NOTICE OF DISPUTE FORM TO FILL OUT, AND MAIL, FAX OR EMAIL IT TO US ACCORDING TO THE DIRECTIONS ON THE FORM. IF YOU AND WE ARE UNABLE TO RESOLVE THE DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. IF THAT ARBITRATION PROCEEDS, WE'LL PAY ANY FILING FEE THAT THE AAA CHARGES YOU FOR ARBITRATION OF THE DISPUTE (PROVIDED THAT YOU ALREADY PARTICIPATED IN A MEDIATION THROUGH THE FREE PROGRAM DESCRIBED IN SUBSECTION (5) BELOW).
5. WE ALSO OFFER YOU THE OPTION OF PARTICIPATING IN A FREE INTERNAL MEDIATION PROGRAM. THIS PROGRAM IS ENTIRELY VOLUNTARY AND DOES NOT AFFECT EITHER PARTY'S RIGHTS IN ANY OTHER ASPECT OF THESE DISPUTE RESOLUTION PROCEDURES. IN OUR VOLUNTARY MEDIATION PROGRAM, WE WILL

ASSIGN AN EMPLOYEE WHO'S NOT DIRECTLY INVOLVED IN THE DISPUTE TO HELP BOTH SIDES REACH AN AGREEMENT. THAT PERSON HAS ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR AND THE PROCESS HAS ALL OF THE PROTECTIONS ASSOCIATED WITH MEDIATION. FOR EXAMPLE, NOTHING SAID IN THE MEDIATION CAN BE USED LATER IN AN ARBITRATION OR LAWSUIT. IF YOU'D LIKE TO KNOW MORE, PLEASE CONTACT US AT INFO@HILLSBOROTEL.COM OR THROUGH CUSTOMER SERVICE. IF YOU'D LIKE TO START THE MEDIATION PROCESS, PLEASE CALL CUSTOMER SERVICE FOR A NOTICE OF DISPUTE FORM TO FILL OUT, AND MAIL, FAX OR EMAIL IT TO US ACCORDING TO THE DIRECTIONS ON THE FORM. MAKE SURE YOU CHECK 'VOLUNTARY MEDIATION' ON THAT FORM. BY PARTICIPATING IN THE MEDIATION, AND ONLY BY YOUR PARTICIPATION, YOU QUALIFY FOR OUR PAYMENT OF ANY FILING FEE THAT THE AAA CHARGES YOU FOR ARBITRATION OF THE DISPUTE IN ACCORDANCE WITH THIS AGREEMENT.

6. AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.
7. **IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.**
8. **IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND VERNEAU NETWORKS AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND VERNEAU NETWORKS UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.**
9. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, YOU AND WE AGREE THAT IF WE MAKE ANY FUTURE CHANGES TO THIS ARBITRATION SECTION (OTHER THAN A CHANGE TO ADDRESS INFORMATION), YOU MAY REJECT ANY SUCH CHANGE BY SENDING US A WRITTEN NOTICE WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THE CHANGE. BY REJECTING ANY FUTURE CHANGE, YOU ARE AGREEING THAT YOU WILL ARBITRATE ANY DISPUTE BETWEEN US IN ACCORDANCE WITH THE LANGUAGE OF THIS PROVISION.

Other Details About this Agreement

If we don't enforce our rights under this Agreement in one instance, that doesn't mean we won't or can't enforce those rights in any other instance. You cannot assign this Agreement or any of your rights or duties under it without our permission. However, we may at any time assign this Agreement or any debt you owe us without notifying you. This Agreement binds, applies to and governs your and our respective successors and permitted assigns. Except where we've agreed otherwise elsewhere in this Agreement, this Agreement and any disputes covered by it are governed by the laws of the State of Wisconsin, without regard to its conflicts of laws and rules. You consent to personal jurisdiction of the courts located in Vernon County, Wisconsin, or federal district court sitting in the Western District of Wisconsin as to any claim or dispute arising from use of your Service or Equipment, or both. This Agreement isn't for the benefit of any third party except our affiliates, subsidiaries, agents, and predecessors and successors in interest. You agree that any rights to your Service or Equipment, or both, terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted. Headings are inserted for convenience only and shall not affect the interpretation or construction of this Agreement. If any part of this Agreement, including anything regarding the arbitration process, is ruled invalid, that part may be removed from this Agreement. Obligations and rights in connection with this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, will survive the termination, cancellation or expiration of this Agreement, including, but not limited to those in the following sections: Equipment and Software, Pricing, How and When You Can Dispute Charges, Disclaimer of Warranties, Waivers and Limitation of Liability, Indemnity, and Other Details About this Agreement.

Updated: June 1, 2017

YOU:

Signature

Name (Typed or Printed)

Date

VERNEAU NETWORKS, INC.:

BY: _____
Signature

Name (Typed or Printed)

Title

Date

Verneau Networks, Inc.

Broadband Usage Policy

How do we update this policy?

We update this policy from time to time as the use of our services by our customers is changing all the time. The latest version of this policy is posted at our website, <https://www.hillsborotel.com/policies> so please keep checking there for updates.

Are there any usage limits for my Service?

Yes. As of June 1, 2017, our Internet access service plans have a usage allowance per billing cycle of 250 Gigabytes (“GB”) downstream and 250GB upstream, whichever you reach first. The usage allowance is the amount of data you can send and receive each billing cycle. Downstream generally means data received from the Internet, and upstream generally means data sent to the Internet. These allowances may change from time to time as more usage information comes in, but we’ll let you know if they do.

Why is Verneau Networks implementing a usage allowance?

We are all using more and more data, or bandwidth, these days. As a result, Verneau Networks has seen a marked increase in bandwidth usage across our wireline broadband networks. We are committed to offering all of our customers high-quality, fair and affordable DSL service, and a consumption-based usage allowance helps us keep costs reasonable for our low-volume customers. It allows us to tailor our services to ensure that only those who use the most bandwidth pay for it.

What is a Gigabyte? How much is a Gigabyte?

A gigabyte is a unit of measurement for the amount of data transmitted over the Internet. It is roughly one billion bytes, and it measures the amount of information (i.e. data) sent over a network, not the amount of time spent using the Internet. One gigabyte is about 50,000 single-page emails without attachments. It’s about 350 to 500 super-high resolution (5-6 megapixel) digital camera JPEG pictures (2-3 megabytes each) or about 350 to 500 standard MP3 or WMA music files (2-3 megabytes each). An HD movie at maximum resolution on some online content-streaming websites uses about 2GB per hour.

How does your usage allowance work?

Your usage allowance replenishes beginning each billing cycle, and you have that cycle to use that allowance. Usage allowances will not roll-over into the next period.

The first time you exceed your usage allowance we will send you a notice. After that, we will send you courtesy notices each time your usage exceeds 65% and 90% of your monthly usage allowance. If you exceed your usage allowance a second time, we will send you a notice alerting you that the next time---the third time---you will be billed for your excess usage. If you exceed a third time, you will be billed \$10 for each additional 10GB of data above your monthly usage allowance.

Our notices will show what your monthly usage allowance is, identify how much of that allowance you have used, and remind you what will happen if you go over your allowance.

We can't at this time distinguish among different kinds of usage from your account. All usage of your Service on your account will count towards your usage allowance, including all upstream and downstream usage. Also included is all unintentional usage. Various computer viruses, hackers and other security threats over the Internet can gain access to your computer, equipment, Service and Equipment, and can cause usage unintended by you. You agree to take full responsibility for taking adequate security precautions and preventing unintentional usage.

Where will you receive notices about your broadband usage?

We will send you notices about your usage allowance by email to the address you gave us when you registered for your Service and Equipment. We will send a letter by regular U.S. mail if we cannot reach you by email or do not have your email address.

Anything else you should know?

Yes. This policy is part of your Agreement for Internet Access Service, so any terms not defined here have the same meaning as in your Agreement and any questions or issues that come up here will be addressed as described there.

Updated: June 5, 2018