

Burke's Garden Telephone Network Management Policy:

Burke's Garden Telephone Company uses various tools and techniques to manage its network, deliver services and ensure compliance with our Use Policy. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include identifying spam and preventing its delivery to customer e-mail accounts, detecting malicious internet traffic and preventing the distribution of viruses or other harmful code or content and using other tools and techniques that Burke's Garden Telephone may be required to implement to all of its customers.

Burke's Garden Telephone Company provides its customers with full access to all legal and un-harmful content, services, and applications that the Internet has to offer, including Peer to Peer (P2P) traffic and all Voice over IP (VoIP) services.

However, we are committed to protecting customers from spam, phishing, and other unwanted or harmful online content and activities Burke's Garden Telephone Co. uses industry standard tools and generally acceptable best practices and policies to help meet this customer commitment. In cases where these tools and policies identify certain online content as harmful and unwanted, such as spam or phishing Web sites, this content is usually prevented from reaching customers. In other cases, these tools and policies may permit customers to identify certain content that is not clearly harmful or unwanted, such as bulk e-mails or Web sites with questionable security ratings, and enable those customers to inspect the content further if they want to do so.

Burke's Garden Telephone Company, its employees and contractors, hereinafter referred to as "BGTCO" and you, the user, hereinafter referred to as "Customer" shall comply with all Term and Conditions set forth in this BROADBAND INTERNET Terms and Conditions Document for BROADBAND INTERNET service.

Terms of Service: BROADBAND INTERNET Service

BGTCO shall provide and maintain at its expense one BROADBAND INTERNET data line connecting customer's Ethernet local-area- network located at the customer's premises site and the internet. BGTCO shall provide best-effort routing of internet protocol network traffic between the customer's site and the internet. This service is understood to be subject to the fallibility of telecommunications technology and electrical utility service, over which BGTCO has no control.

Internet Disclosure

Burke's Garden Telephone's Internet services are available at different upload and download speeds and price points depending on the customer desired usage of the broadband connection (e.g. email, web browsing, video and audio streaming, gaming, etc). While Burke's Garden Telephone's broadband network is engineered to achieve 'up to' speeds for each service level offered, we cannot guarantee individualized speeds to the customers' premise. There are variables that may affect the customer experience that are out of our control:

Performance of customer's equipment, including age of device, processing capability, operating system, the number of application running simultaneously, and the presence of adware and viruses, etc.

Type of connection between the customer's computer and modem. Wireless connections may be slower than direct connections into a router or modem. Wireless connections may also be subject to greater fluctuations, interference, and congestion.

The distance packets travel (round trip time of packets) between a customer's computer and its final destination over the Internet, including the number and quality of the networks of various operators in the transmission path. A customer's connection may cross the network of multiple providers before reaching its destination, and the limitation of those networks will most likely affect the overall speed of that Internet connection.

Congestion or high usage levels. If a large number of visitors are accessing a site or particular destination at the same time, your connection may be affected if the site or destination does not have sufficient capacity to serve all of the visitors efficiently.

Access by the website or destination (or gating of speeds). In order to control traffic or performance, many websites limit the speeds visitors can download material from their site. Those limitations will carry through to a customer's connection.

Customers are able to test the speeds that they are receiving on Burke's Garden Telephone's network at <http://speedtest.citizens.coop/>

Standard Service

BGTCO shall provide an email accounts and Internet protocol addresses to be assigned to the users devices. BGTCO does not regulate or filter Internet content.

BGTCO reserves the unilateral, exclusive right to terminate Internet service to the customer if its users abuse the BGTCO Terms & Conditions of Service.

BGTCO reserves the right to amend its Terms & Conditions of service from time to time.

The Terms & Conditions of Service includes, but is not limited to: Spam of any kind, excessive use of incendiary language, or any action which results in mass public complaint, as determined by BGTCO at its complete discretion. In the event that BGTCO terminates a customer's account under this clause, a termination fee will be added to the customer's final bill. That fee will include any cost incurred by or to BGTCO to correct, if possible, any damage caused by the user.

An activation fee of \$30.00 will be posted to your BGTCO telephone bill at the time of activation. BGTCO will configure a BROADBAND INTERNET router and install it at the customer facility upon activation of a BROADBAND INTERNET contract. The router will continue to be the property of BGTCO, and must be returned to BGTCO at the termination of the contract.

Late Payment

In the event that a payment required under this agreement is not made within twenty days of its due date, BGTCO shall have, at its option, the right to terminate this agreement, suspend Internet routing service, and pursue any legal remedy to collect the balance of money owed.

Access

To the extent that that physical access is needed by BGTCO to the customer's premises for installation, maintenance, wiring as may be required, and removal of preconfigured hardware equipment, the customer warrants that such access shall be provided during reasonable hours to BGTCO and/or its agents.

Termination

BGTCO reserves the right to terminate this contract immediately if the customer uses the provided connection to the Internet in the commission of any crimes, or engages in any offences against the BGTCO Conditions of Service Policy.

General Term:

BGTCO makes no representation, guarantee or warranty, express or implied, regarding the suitability of its service to any purpose including but not limited to delivery of data or documents, reliable or timely delivery of data or documents, preservation of data or documents, storage of data or documents or retrieval of data or documents. Further, BGTCO shall have no responsibility or liability of any kind for any claims, losses or damage resulting from customer's usage of BGTCO's services.

To the extent that any service provided herein is impacted by state or federal regulations, the terms of this contract will be adjusted, if need be, to conform to such regulation. The Customer, at its sole cost and expense, agrees to pay all fees and taxes of any kind imposed by the Federal Government, State, or any local body, against the charges for use of this service. The parties subscribing to BROADBAND INTERNET Service understands that this is a contract, the terms and provisions of which are binding on each party and may be enforced in a court of law. Any provision that is determined by law to be unenforceable or illegal shall be severed from this contract and all other terms remain in full force and effect. This agreement shall be deemed to be made and subject to performance in the State of Virginia and shall be governed by Virginia Law. The individuals subscribing to BROADBAND INTERNET Service on behalf of BGTCO and on behalf of the customer warrant and respect that each has the authority in his or her capacity to enter into this agreement. This agreement shall be binding upon the successors, heirs, personal representative, and assigns of the signer.

The terms and conditions of this agreement may be modified at any time without prior notification by BGTCO.

Conditions of Service

E-Mail: Sending unsolicited e-mail is prohibited. Using a bgtco.net e-mail address to collect responses from unsolicited e-mail is prohibited.

Mail Bombing:

Sending large volumes of unsolicited e-mail is prohibited.

Harassment:

Sending threatening or harassing e-mail is prohibited. Extremely threatening or harassing e-mail is illegal and will result in termination of service.

Internet Relay Chat (IRC):

The use of IRC bots is prohibited, as is the violation of any accepted policies on IRC servers. If bgtco.net is banned from a server, the offending account will be terminated.

Impersonation:

Attempting to impersonate any person, using forged headers or other identifying information is prohibited. The use of anonymous remailers and nicknames does not constitute impersonation.

Network unfriendly activity:

Activity which adversely affects the ability of other people or systems to use bgtco.net services or Internet is prohibited.

Privacy violations:

Attempts, whether successful or not, to gain access to any computer system, or customer's data, without consent, is prohibited.

Privacy:

It may be necessary for BGTCO to examine system accounting logs and other records to resolve system problems. BGTCO reserves the right to access an account's mailbox to resolve system problems. In addition, BGTCO will cooperate with appropriate legal authorities in investigating claims of illegal activity,

including but not limited to illegal transfer or use of copyrighted material, postings or e-mail containing threats of violence or other illegal activity.

BGTCO makes no guarantee and assumes no liability for the security of any data on any server including "secure servers."

Our customers are reminded that no computer system should be considered safe from intrusion. E-mail may pass through many computer systems, and should not be considered a secure means of communication unless encrypted. Even then, information is only as secure as the encryption method.

Our Intent:

This document provides a general understanding of BGTCO's policy on BGTCO's Internet services. Common sense and judgment are a necessary part of any system rules, and its guidelines are no exception. Of course, flagrant or repeated violations of this policy are viewed in a very different light than minor infractions.

Protection of our customers and our resources, the ability to provide quality service to our customers, conformance with existing law, and the protection of our reputation as a service provider are all contributing factors to decisions on violation of this agreement.

BGTCO does not monitor the activity of accounts for measurement of system utilization and billing records. However, in our efforts to promote good citizenship within the Internet community, if we become aware of inappropriate use of BGTCO's Internet Services, we will respond. If a BGTCO Internet account is used to violate the terms and conditions of service or user agreement, we reserve the right to terminate the service without notice. Our preferred course of action would be to advise the account owner of inappropriate behavior and corrective action necessary. However, flagrant violations of the Terms and Conditions of service will result in immediate termination of service.

In the event that an account is temporally inactivated as a result of any prohibited activities, the account holder may be subject to reactivation charges and/or deposit requirements to be determined by BGTCO.