

**LONSDALE TELEPHONE COMPANY
HIGH SPEED INTERNET SERVICE
TERMS AND CONDITIONS OF SERVICE**

Lonsdale Telephone Company conditions your use of its High Speed Internet Service ("Service") on acceptance of, and compliance with, the following terms and conditions of service. These terms and conditions are part of Lonsdale Telephone Company's Internet Service Subscription and Service Agreement.

1. **Acceptance of terms and conditions and responsibility for the Service.** You acknowledge that you are accepting these terms and conditions on behalf of all persons who use the Service on your account and that you shall have sole responsibility for ensuring that all other users understand and comply with these terms and conditions and all applicable policies. You acknowledge that you shall be responsible for any transactions made through the Service.
2. **Important information about the Service.** We post information about the Service on our website at <http://www.lonsdaletel.com/> . Our website contains links to the following documents concerning the Service:

[Lonsdale Telephone Company High Speed Internet Service – Terms and Conditions of Service](#)

[Lonsdale Telephone Company High Speed Internet Service - Acceptable Use Policy](#)

[Lonsdale Telephone Company High Speed Internet Service – Product Description and Minimum Equipment Requirements](#)

[Lonsdale Telephone Company High Speed Internet Service-Broadband Internet Service Disclosures](#)

NOTE: Lonsdale Telephone Company reserves the right to modify the contents of the documents listed above as needed. You should review these documents periodically to ensure compliance.

The documents may be downloaded or printed from the Website. Copies may also be requested by contacting Lonsdale Telephone Company Customer Service at (507)744-2311.

3. **General description of the Service and components.** The Service includes broadband Internet access service, wiring, or installing a DSL modem where fiber is unavailable. The transfer speeds and other components provided with each specific product offering are described in a separate document entitled "Lonsdale Telephone Company High Speed Internet Service – "Product Description and Minimum Equipment Requirements" available at <http://www.lonsdaletel.com/>.
4. **Payment terms.** We invoice you monthly in advance for all charges for the Service. Failure to pay the full amount when due may result in termination of services. If services are terminated, a re-connection charge will apply.
5. **Minimum equipment requirements.** The personal computer in which the Service is

installed must meet the minimum requirements set by Lonsdale Telephone Company. We provide these requirements in a separate document entitled "Lonsdale Telephone Company High Speed Internet Service – "Product Description and Minimum Equipment Requirements" available at <http://www.lonsdaletel.com/>.

6. **Access to premises.** You must provide Lonsdale Telephone Company employees with reasonable access to the premises to install, inspect, repair, maintain, or remove the Service and any Lonsdale Telephone Company equipment.

7. **Limitations on quality of service; credits for interruption of Service.** The Service is provided over a shared network and subject to degraded performance and interrupted service at any time. Reasons for degraded performance and interrupted service include, without limitation, problems with your computer, problems within Lonsdale Telephone Company's network such as network congestion, equipment failures or damage to Lonsdale Telephone Company's network components, and problems outside of Lonsdale Telephone Company's network such as, congestion, equipment failures or damage to network components. Lonsdale Telephone Company will use commercially reasonable efforts to maintain and repair its network and equipment to provide the Service. Lonsdale Telephone Company disclaims any responsibility for quality of service problems cause by your computer or any problems beyond Lonsdale Telephone Company's network. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, caused by any circumstances beyond our control. In all other cases of an interruption of the Service, you shall be entitled upon a request made within 30 days of the interruption, to a pro rata credit for any Service interruption exceeding twenty-four consecutive hours after such interruption is reported to us. THE CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE.

8. **Limited liability for damage to property.** Lonsdale Telephone Company is not responsible in any way for any damage to your property, personal computer or peripherals, or to any software, files or data, or the voiding of warranties, that may result from the installation, use, maintenance, or removal of the Service, except for instances of Lonsdale Telephone Company's gross negligence. In no event shall Lonsdale Telephone Company's liability exceed \$1,000.

9. **Restrictions on users of the Service.** You agree that the Service and Lonsdale Telephone Company equipment shall be used only by you and the members of your immediate household living with you at the same address and only for personal, residential, non-commercial purposes. You shall not use Lonsdale Telephone Company equipment at any other address. You shall not resell or permit another to resell the Services.

10. **Restrictions on devices.** You must not connect any device to the Service that: (i) harms Lonsdale Telephone Company's network; (ii) is not compatible with Lonsdale Telephone Company's network; (iii) enables you or others to access the Service permits access to or use of the Service in violation of these terms and conditions or the Lonsdale Telephone Company Broadband Internet Service Acceptable Use Policy.

11. **Termination of Service; return of modem.** Upon termination of the Service, the Lonsdale Telephone Company DSL modem must be returned to Lonsdale Telephone Company's Customer Service Center. You may notify Lonsdale Telephone Company, and we will pick up the modem. Or, you may drop off the modem at Lonsdale Telephone Company's

Customer Service Center.

12. **Ownership of wiring.** The wiring and other non-electrical equipment installed on the premises to your home remain the property of Lonsdale Telephone Company. Wiring installed by Lonsdale Telephone Company inside your home is your property. Lonsdale Telephone Company reserves the right to place terminators and other reasonable and necessary devices and components on the wiring inside your home to maintain system security and signal integrity.

13. **Customer responsibility for access to Internet content, applications and services; Lonsdale Telephone Company disclaimer.** You acknowledge that the Service provides full access to the Internet and all content, applications and services available over the Internet. Some content, applications or services may be offensive or inappropriate for certain people. Such content may include information, images, or programs that are unlawful, infringing, abusive, profane, or sexually offensive. You assume all risk, responsibility, and liability for use of the Service to connect to, and access content on, the Internet. Lonsdale Telephone Company and its officers, employees, and agents disclaim any liability for any claims, losses, actions, damages, suits, or proceedings arising out of or otherwise relating to such content or from use or reliance upon information, services, or merchandise accessed on the Internet through the Service.

14. **Customer responsibility for software, content, applications and services downloaded from the Internet; Lonsdale Telephone Company disclaimer.** You assume all responsibility and liability for any software, content, applications, or services you download from the Internet, including any virus or other damaging or destructive attribute. Lonsdale Telephone Company has no responsibility and disclaims any liability for such acts or occurrences. Lonsdale Telephone Company does not endorse or warranty any third party software, applications, services or content that you access through the Service.

15. **Customer responsibility for security; Lonsdale Telephone Company disclaimer.** You assume all responsibility and liability for the security of information on your personal computer and information you transmit or receive through the Service. Lonsdale Telephone Company has no responsibility and disclaims any liability for the security of any information on your personal computer, or the security or accuracy of any information or data transmitted or received through the Service. Lonsdale Telephone Company has no responsibility and disclaims any liability for unauthorized access by third persons to your personal computer, files, or data.

16. **WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** LONSDALE TELEPHONE COMPANY SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. NO STATEMENT, ADVICE, OR INFORMATION GIVEN BY LONSDALE TELEPHONE COMPANY, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED REPRESENTATIVES, AFFILIATES OR CONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES, CREATES A WARRANTY. NEITHER LONSDALE TELEPHONE COMPANY NOR ITS AFFILIATES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

17. INDEMNIFICATION OF LONSDALE TELEPHONE COMPANY. YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS LONSDALE TELEPHONE COMPANY AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF: (i) YOUR USE OF THE SERVICE OR LONSDALE TELEPHONE COMPANY EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.

18. Changes to terms and conditions. We will provide you notice of changes to these terms and conditions consistent with applicable law. The notice may be provided in monthly bill, as a bill insert, in a newspaper, by e-mail, on our website, or by other permitted communication. If you find the change unacceptable, you have the right to cancel the Service. If you continue to receive the Service after the change, this shall represent your acceptance of the change.