



HardyNet Internet/OneNet Installation and Service Level Agreement and Operating Policies Revised and Effective January 2017

Account Activation

Individuals applying for Internet and/or OneNet service must be at least 18 years of age and applying for service in his or her name. HardyNet (hereinafter "Provider" or "HardyNet") must be informed of any changes in your name, address, or phone number. Unless the customer requests a specific activation date, all accounts will be activated when the customer requests the service. Billing for the account starts on the activation date. The technology used to deliver High-Speed Internet or OneNet television service, such as Digital Subscriber Line, Wireless or Fiber-to-the-Home technology, may vary depending on the Customer's location and preference (see the High-Speed Internet Installation and Service Agreement Request Form in this document for details). A \$19.50 Application and Connection Fee will be charged on all new accounts. **For other details of HardyNet's network management policies, please see the HardyNet Network Management Policies Disclosure, the HardyNet Network Acceptable Use Policy and the HardyNet Network Privacy Policy.**

Current Internet Services and Speeds

DSL

High-Speed 1.5 Mbps² - Residential - \$43.95 per month³; Business - \$53.95 per month³:

- Eight e-mail accounts
- Unlimited High-Speed Internet access
- Free e-mail spam and virus filtering
- Free Installation⁴

² All tiered High-Speed Internet services related to "speeds" or bandwidth are for allocated bandwidth up to a maximum of the speed listed. All speeds are maximum speeds only and are not guaranteed.

³ An additional \$5.00 monthly wireless equipment service fee will be added to the bill of any customer receiving High-Speed Internet service through wireless technology.

⁴ Installation fee of \$175.00 is waived for customers signing a two-year Price Guarantee agreement.

High-Speed 3 Mbps² - Premium - Residential and Business - \$69.95 per month³:

- Eight e-mail accounts
- Unlimited High-Speed Internet access
- Free e-mail spam and virus filtering
- Free Installation⁴

² All tiered High-Speed Internet services related to "speeds" or bandwidth are for allocated bandwidth up to a maximum of the speed listed. All speeds are maximum speeds only and are not guaranteed.

³ An additional \$5.00 monthly wireless equipment service fee will be added to the bill of any customer receiving High-Speed Internet service through wireless technology.

⁴ Installation fee of \$175.00 is waived for customers signing a two-year Price Guarantee agreement.

High-Speed 6 Mbps² - Premium - Residential and Business - \$89.95 per month³:

- Eight e-mail accounts
- Unlimited High-Speed Internet access

- Free e-mail spam and virus filtering
- Free Installation⁴

² All tiered High-Speed Internet services related to “speeds” or bandwidth are for allocated bandwidth up to a maximum of the speed listed. All speeds are maximum speeds only and are not guaranteed.

³ An additional \$5.00 monthly wireless equipment service fee will be added to the bill of any customer receiving High-Speed Internet service through wireless technology.

⁴ Installation fee of \$175.00 is waived for customers signing a two-year Price Guarantee agreement.

Fiber

10 Mbps Download, 2 Mbps Upload⁵ – Residential - \$75.00 per month⁶; Business - \$85.00 per month⁶:

- Eight e-mail accounts
- Unlimited High-Speed Internet access
- Free e-mail spam and virus filtering
- Free Installation⁷

⁵ All tiered High-Speed Internet services related to “speeds” or bandwidth are for allocated bandwidth up to the speed listed. All speeds are maximum speeds only and are not guaranteed. For details of factors that might affect Internet speeds, see the High-Speed Internet Installation and Service Agreement Request Form in this document.

⁶ Prices listed are Internet Add-On prices to existing phone plan. Prices may vary for High-Speed Internet included in OneNet Double Play and Triple Play packages also featuring telephone and television service.

⁷ Installation fee of \$500 is waived for customers signing a two-year service agreement who sign up during the project’s initial construction phase in their area. Installation fee may vary based on how many services taken and whether customer has a OneNet Double Play or Triple Play package.

20 Mbps Download, 7 Mbps Upload⁵ – Residential - \$100.00 per month⁶; Business - \$110.00 per month⁶:

- Eight e-mail accounts
- Unlimited High-Speed Internet access
- Free e-mail spam and virus filtering
- Free Installation⁷

⁵ All tiered High-Speed Internet services related to “speeds” or bandwidth are for allocated bandwidth up to the speed listed. All speeds are maximum speeds only and are not guaranteed. For details of factors that might affect Internet speeds, see the High-Speed Internet Installation and Service Agreement Request Form in this document.

⁶ Prices listed are Internet Add-On prices to existing phone plan. Prices may vary for High-Speed Internet included in OneNet Double Play and Triple Play packages also featuring telephone and television service.

⁷ Installation fee of \$500 is waived for customers signing a two-year service agreement who sign up during the project’s initial construction phase in their area. Installation fee may vary based on how many services taken and whether customer has a OneNet Double Play or Triple Play package.

30 Mbps Download, 10 Mbps Upload⁵ – Residential - \$125.00 per month⁶; Business - \$135.00 per month⁶:

- Eight e-mail accounts
- Unlimited High-Speed Internet access
- Free e-mail spam and virus filtering
- Free Installation⁷

⁵ All tiered High-Speed Internet services related to “speeds” or bandwidth are for allocated bandwidth up to the speed listed. All speeds are maximum speeds only and are not guaranteed. For details of factors that might affect Internet speeds, see the High-Speed Internet Installation and Service Agreement Request Form in this document.

⁶ Prices listed are Internet Add-On prices to existing phone plan. Prices may vary for High-Speed Internet included in OneNet Double Play and Triple Play packages also featuring telephone and television service.

⁷ Installation fee of \$500 is waived for customers signing a two-year service agreement who sign up during the project's initial construction phase in their area. Installation fee may vary based on how many services taken and whether customer has a OneNet Double Play or Triple Play package.

NOTE: All policies contained in HardyNet's Installation and Service Level Agreement and Operating Policies, HardyNet's Network Management Policy Disclosure, HardyNet's Network Acceptable Use Policy and HardyNet's Network Privacy Policy are binding upon all HardyNet Internet customers.

E-mail Only Accounts - \$5.00 per month (in addition to basic service):

- One e-mail account

Accounts are designed for the use of a single subscriber or that subscriber's household members or employees. By default, only one login per account is allowed. If you need a second simultaneous login, please contact HardyNet.

High-Speed Internet/OneNet Installation and Service Agreement Request Form

I, _____ of _____, (“Customer”), request that Hardy Telecommunications, Inc., and HardyNet, Inc., (hereinafter “Provider” or “HardyNet”), install High-Speed Internet and/or OneNet service to the location specified below. Provider will waive the installation fee of not less than \$175.00 (actual installation fee may vary based on type[s] of service and transmission method) contingent upon my agreement to continue subscribing to High-Speed Internet service from Provider for a minimum period of two years (24 months). I understand that I will be billed monthly for this service. Should I fail to pay, cancel or terminate this service prior to fulfillment of this two-year commitment, I understand that I will be billed an early cancellation penalty fee of \$175.00 for services delivered via DSL technology, and \$500 for OneNet services delivered via Fiber-to-the-Home technology (the difference in early cancellation fees is due to the difference in costs of delivering the service[s] via DSL technology vs. Fiber-to-the-Home technology). **For more information, please see the HardyNet Network Management Policies Disclosure, the HardyNet Network Acceptable Use Policy and the HardyNet Network Privacy Policy.**

I understand that all policies contained in this agreement, HardyNet’s Network Management Policies Disclosure, HardyNet’s Network Acceptable Use Policy and HardyNet’s Network Privacy Policy are binding upon all High-Speed Internet customers.

Technology. I understand that the technological transmission methods used to deliver High-Speed Internet and/or OneNet service may vary depending on the Customer’s location and my preference. These transmission methods may include, but are not limited to, Digital Subscriber Line service (“DSL”), Wireless service, and Fiber-to-the-Home. I hereby specify that I am requesting:

(Circle one)

DSL

Wireless

Fiber

service for this agreement. I understand that additional costs may be associated with Wireless High-Speed Internet service and OneNet Fiber-to-the-Home service, as described in this agreement.

Equipment (DSL). I understand that the DSL Modem provided will remain the property of Provider and agree to return the DSL modem and power supply to Provider upon termination of the High-Speed Internet service. Should any of the above equipment be lost, damaged or destroyed while in my possession, I understand and agree that I will be billed \$150.00 for the cost of the equipment at the time of disconnect.

I request that Provider install a DSL modem and related equipment such as Ethernet cards and USB adapters required to receive High-Speed Internet service, and to perform such modification to my computer hardware and software as Provider deems appropriate for the operation of the High-Speed Internet service. I hereby represent and warrant to Provider that my computer is in good working order and ready for installation of the DSL modem and related equipment. I hereby release Provider from any injuries or damage of any kind whatsoever incurred by me as a result of or in any related to the installation of the modem and/or related equipment and the operation of the High-Speed Internet service.

Equipment (Wireless). I understand the Wireless module and related equipment provided will remain the property of Hardy and agree to return the Wireless module and related equipment to Provider upon termination of the High-Speed Internet service. Should the Wireless equipment be lost, damaged or destroyed while in my possession, I agree to pay Provider \$350.00 for the cost of the equipment. (Special business arrangements may result in higher equipment costs. These will be determined in advance.) I understand that I will be charged and agree to pay an additional \$5.00 monthly wireless equipment service fee for the Wireless equipment.

I request that Provider install a Wireless module and related equipment, such as a roof mount, required to receive High-Speed Internet service, and to perform such modification to my computer hardware and software as Provider deems appropriate for the operation of the High-Speed Internet service. I hereby represent and warrant to Provider that my computer is in good working order and ready for installation of the Wireless module and related equipment. I hereby release Provider from any injuries or damage of any kind whatsoever incurred by me as a result of or in any

related to the installation of the modem and/or related equipment and the operation of the High-Speed Internet service.

Equipment (Fiber-to-the-Home). I understand that the Optical Network Terminal (ONT), battery backup unit, and Ubiquiti router provided will remain the property of Provider. I agree to either return said equipment to Provider, leave equipment on premises, or allow Provider to retrieve said equipment upon termination of the High-Speed Internet and/or OneNet service. Should any of the above equipment be lost, damaged or destroyed while in my possession, I understand and agree that I will be billed up to \$500.00 for the cost of the equipment at the time of disconnect (actual cost of equipment and amount charged may vary based on type and number of services received due to different levels of service requiring different pieces of equipment and number of pieces of equipment).

I request that Provider install an ONT, battery backup, and Ubiquiti router and related equipment such as Ethernet cards and USB adapters required to receive High-Speed Internet service, and to perform such modification to my computer hardware and software as Provider deems appropriate for the operation of the High-Speed Internet service. I hereby represent and warrant to Provider that my computer is in good working order and ready for installation of the ONT, battery backup and Ubiquiti router and related equipment. I hereby release Provider from any injuries or damage of any kind whatsoever incurred by me as a result of or in any related to the installation of the ONT and/or related equipment and the operation of the High-Speed Internet service.

Installation and Availability. I specifically understand and agree that computers, modems, routers and related equipment are highly technical and delicate and that adding hardware or software, including those related to DSL modems, Wireless modules and ONTs, can adversely affect the operations of computers, including, but not limited to, loss of computer memory and data stored on computers, and damage to computer hardware. I hereby assume the risk of such adverse effects. **For more information, please see the HardyNet Network Management Policies Disclosure, the HardyNet Network Acceptable Use Policy and the HardyNet Network Privacy Policy.**

Bandwidth (DSL and Wireless). Provider offers tiered High-Speed Internet services related to “speeds” or bandwidth. This agreement is for allocated bandwidth up to (all speeds noted are maximum speeds only and not guaranteed):

(Circle one)

(Up to) 1.5 Mbps 3 Mbps 6 Mbps

The bandwidth utilized by High-Speed Internet service will vary greatly from one location to another depending upon many factors, including, but not limited to, condition and length of the circuits from Provider’s central office to the Customer’s location, software settings on the Customer’s computer, condition of cabling and hardware at the Customer’s location, equipment and hardware at various locations on the Internet, and the amount of data traffic on the Internet at any given time. Due to these varied factors, I understand that testing is required to determine whether I am eligible for certain bandwidth levels at my Customer location. I also understand that the tier speeds listed represent the maximum bandwidth allowed under that tier and are not guaranteed, and that individual bandwidth at any particular time may vary depending in the factors listed above. **For more information, please see the HardyNet Network Management Policies Disclosure, the HardyNet Network Acceptable Use Policy and the HardyNet Network Privacy Policy.**

I understand that I may upgrade my High-Speed Internet service at no additional charge; downgrades to service may result in a service order charge of \$30.00.

Bandwidth (Fiber-to-the-Home). Provider offers tiered High-Speed Internet and/or OneNet services related to “speeds” or bandwidth. This agreement is for allocated bandwidth up to (all speeds noted are maximum speeds only and not guaranteed):

(Circle one)

10 Mbps down, 2 Mbps up 20 Mbps down/7 up 30 Mbps down/10 up

Bandwidth speeds with fiber-to-the-home typically do not vary as greatly from location to location as with DSL and Wireless technology. However, other factors may influence bandwidth at any particular time. These factors include, but are not limited to, condition and length of the circuits from Provider's central office to the Customer's location, software settings on the Customer's computer, condition of cabling and hardware at the Customer's location, equipment and hardware at various locations on the Internet, and the amount of data traffic on the Internet at any given time. Due to these varied factors, I understand that the tier speeds listed represent the maximum bandwidth allowed under that tier, and that individual bandwidth at any particular time may vary. **For more information, please see the HardyNet Network Management Policies Disclosure, the HardyNet Network Acceptable Use Policy and the HardyNet Network Privacy Policy.**

Video. I understand that OneNet television and video services are to be used only for the purposes stated in my service application. I understand that Residential television service is to be used for typical residential use only, and is not to be displayed or rebroadcast in a place of business in which it might regularly be viewed by five or more non-employees of that business. Such places of business include, but are not limited to, hospitality operations such as restaurants, bars, and hotels. I understand that bulk rates apply for such operations.

Security. I understand that with High-Speed Internet and/or OneNet service, my connection to the Internet is "always on", which increases the vulnerability for unauthorized access to my computer and files residing on my computer. I understand that it is my responsibility to take appropriate measures to prevent such unauthorized access. I understand that it is my sole responsibility to obtain AND maintain virus protection software. **For details, please see HardyNet's Network Management Policies Disclosure, HardyNet's Network Acceptable Use Policy and HardyNet's Network Privacy Policy.**

Indemnification. I agree to indemnify Provider and its agents and employees against any claims, including attorney fees, costs and expenses, arising out of, or related in any way to the installation or operation of the High-Speed Internet and/or OneNet equipment, whether such claims be asserted by me or another person, and whether or not an action is commenced in a court.

Disclaimer of Warranties and Limitation of Liability. Provider's Internet and/or OneNet service is provided on an "as is" and "as available" basis. Provider makes no representations or warranties of any kind, express or implied, as to the installation and operation of Provider's equipment and network or the information, content, or materials online. You expressly agree that your use of Provider's network and equipment is at your sole risk.

Provider disclaims all warranties, express or implied, regarding your use of Provider's network and equipment. Provider does not warrant that any specific website, its servers, or email sent and/or received is free of viruses or other harmful components. You agree by your use of Provider's network and equipment that Provider will not be liable for any damages of any kind arising from the installation and your operation of said network and equipment, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you. In that event, you agree that your sole and exclusive remedy is to discontinue using Provider's network and equipment.

I hereby state that I have received copies of the HardyNet Internet/OneNet Installation and Service Level Agreement and Operating Policies, HardyNet's Network Management Policies Disclosure, HardyNet's Network Acceptable Use Policy and HardyNet's Network Privacy Policy. I understand that these policies are binding upon all HardyNet Internet customers.

Signature

Date

Location of High-Speed Internet service installation

Customer Service and Technical Support:

Customer Service is available 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays. Technical Support is available 24/7 (24 hours a day, seven days a week). This service is free to HardyNet customers. Technical Support is limited to the customer's Internet connection.

Customer Service: (304) 897-7500 or (866) 805-1827
HardyNet@HardyNet.com

Technical Support: (800) 884-0778

Service Availability:

HardyNet strives to make services available 24/7, but the service is provided "as is" and "as available."

HardyNet services may be interrupted for several reasons, including but not limited to malfunctions, maintenance, and improvements or as required to protect network resources in the event of malfunctions or misuse. Advance notification of any such interruption of service may not be provided. Scheduled maintenance will be posted at www.hardynet.com when possible. In case of an unexpected outage, HardyNet will work to correct the problem as soon as possible. In no event will HardyNet be responsible or liable for damages or loss of profits due to use or the inability to use HardyNet's services.

There is no guarantee of message delivery. Return receipts may be requested, but there is no guarantee that the recipient's mail system will honor these. Actual connection speed may vary due to variations in telephone line quality and the subscriber's hardware.

Channel lineups for all OneNet television tiers are subject to change at any time without prior notification. Programming for all OneNet television tiers are subject to change at any time without prior notification.

Channels available for the OneNet Restart TV service are subject to change at any time without prior notification.

E-mail Virus and Spam Filtering

HardyNet is pleased to offer Virus and Spam Filtering to HardyNet e-mail users. Although it is not guaranteed to intercept every e-mail message containing a virus or every unsolicited commercial e-mail, we are confident that our virus and spam filtering will assist you in protecting your computer as well as reduce the volume of unwanted e-mail that you receive. **For more information, see the HardyNet Network Management Policies Disclosure document.**

Virus and spam filtering is automatically activated when an e-mail account is created.

Each message sent to a HardyNet e-mail account is scanned for a virus and/or spam content prior to message delivery. **NOTE:** Due to the risk of infecting your machine, most messages containing a virus will be unreadable.

The spam filter may capture some desired messages. Users are urged to check their spam folders regularly.

NOTE: After ten (10) days, messages captured by the spam and virus filter will be deleted.

HardyNet continually monitors its network and system for any malicious traffic, such as viruses or spam. In the event that HardyNet detects such traffic being introduced to its network, the user's computer will be identified and directed to a notification page with instructions on how to perform a free system scan of your computer for viruses, spyware, and other malicious programs. The user's computer will not be allowed to navigate past the notification page until HardyNet verifies that the computer is no longer introducing viruses or spam into the HardyNet network.

ACCOUNT DISCONNECTS:***Permanent Disconnection:***

Accounts can be permanently disconnected when requested by the customer. Once permanently disconnected, the account cannot be reactivated. If the customer wants service at a later date, a new account will have to be established and the \$19.50 Application and Connection Fee will apply.

NOTE: Previous e-mail addresses may not be available.

Temporary Disconnection:

Accounts can be temporarily disconnected when requested by the customer. Once temporarily disconnected, the account will remain in that status for one month (except accounts in seasonal status) unless the customer requests the account to be activated. The customer will not be billed while the account is temporarily disconnected. Seasonal disconnects will remain in that status for up to six months. Upon re-connection, a \$19.50 re-connection fee will be assessed.

If an account is temporarily disconnected for one month, the account will be permanently disconnected, unless a longer temporary period is requested, and future service will require a new account. In this instance, an Application and Connection fee will apply.

Non-Pay Disconnection:

Accounts will be disconnected when any portion of the provided service (e.g. DSL, Web Hosting, Phone) becomes one month past due. If your bill has a past due amount, and is not paid in full by 4:30 p.m. on the due date, your account will be 30 days past due and your service will be disconnected.

NOTE: For Internet charges, your bill will be the only notification of a pending disconnect. **Unless HardyNet is notified by the account owner, all accounts will be reactivated upon receipt of the payment.** Upon re-connection, a \$19.50 re-connection fee will be assessed.

If the account remains disconnected for one month, the account will be permanently disconnected and future service will require that the previous account be paid in full and a new account established.

NOTE: HardyNet reserves the right to delete customer's personal files that have not been accessed for more than one (1) month.

CREDITS:

Credit for non-use:

HardyNet's service is unlimited and is not based on usage; therefore, credits will not be given because the customer has not used the account. If a customer knows the account will not be used, it is the customer's responsibility to request a temporary or permanent disconnection.

Credits for outages:

Unfortunately, there will be times when HardyNet's service is down. Scheduled outages will be posted online. In the case of an unexpected outage, HardyNet will work to correct problems as soon as possible. As stated earlier, HardyNet's service is "as is" and "as available"; therefore, no credit will be given for down times.

Credit of Connection or Reconnection Fees:

Credits will not be given for connection or reconnection fees.

Refunds of Credit Balance:

If an account is permanently disconnected and has a credit balance greater than \$1.00, HardyNet will issue credit refunds on a quarterly basis (April, July, October, and January). Credits less than \$1.00 are not issued.

BILLING:

Payment Methods:

HardyNet accepts cash, checks, money orders, bank drafts, and Visa and/or MasterCard as methods of payment. A \$25.00 service charge will apply to all checks or bank drafts returned for insufficient funds. After a returned check or bank draft has been received, the current payment must be made by cash or money order. If a check is returned for insufficient funds and the account is past due, the service will be disconnected until the account is paid in full. An additional reconnection charge of \$19.50 will be applied upon reconnection.

Automatic Payment:

With your permission, HardyNet can automatically bill your Visa or MasterCard or debit a checking or savings account for your monthly service. In order for HardyNet to complete this procedure, an Authorization Form must be completed and returned to HardyNet. If you would like to take advantage of this easy payment method, please complete the form at the end of this agreement and return it to either business office.

For an **automatic bank draft**, your bill will serve as a receipt. Once an automatic bank draft is activated, your statement will contain the words "BANK DRAFT" in the Amount Paid block at the top of your bill. The Amount Due represents the amount that will be deducted from your checking or savings account (unless another form of payment has been made between receiving your current bill and the draft date).

For an **automatic credit card**, you will receive the customer copy of your credit card receipt in the mail after we post the payment. Once automatic credit card payment is activated, your bill will state "CREDIT CARD" in the Amount Paid block at the top of your bill. The Amount Due represents the amount that will be applied to your credit card (unless another form of payment has been made between receiving your current bill and the draft date).

If you have any questions regarding either of these automatic payment methods, please call our business office between 8:00 a.m. and 4:30 p.m. any business day.

Acceptable Use Policy

The Provider's Acceptable Use Policy is located on Provider's website at www.hardynet.com. Provider's Acceptable Use Policy provides a more specific discussion and should be consulted. In general, however, it is not acceptable to use the Company's network for any purpose that violates local, state or federal laws or to transmit communications that might be highly offensive or damaging to any recipients or to use the service in a manner that is unintended.

Network Management Policies Disclosure and Privacy Policy

The Provider's Network Management Policies Disclosure and Provider's Privacy Policy are located on Provider's website at www.hardynet.com.

Disclaimer of Warranties and Limitation of Liability

Provider's Internet service is provided on an "as is" and "as available" basis. Provider makes no representations or warranties of any kind, express or implied, as to the installation and operation of Provider's equipment and network or the information, content, or materials online. You expressly agree that your use of Provider's network and equipment is at your sole risk.

Provider disclaims all warranties, express or implied, regarding your use of Provider's network and equipment. Provider does not warrant that any specific website, its servers, or email sent and/or received is free of viruses or other harmful components. You agree by your use of Provider's network and equipment that Provider will not be liable for any damages of any kind arising from the installation and your operation of said network and equipment, including, but not limited to, direct, indirect, incidental, punitive, and consequential damages.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you. In that event, you agree that your sole and exclusive remedy is to discontinue using Provider's network and equipment.

CONTACT US

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24-Hour Tech Support: (800) 884-0778

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304-897-9911

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Moorefield, WV 26836
304-530-5000

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