

Terms and Conditions For Carr Communications (“Carr”)DSL Broadband Internet Service

INTRODUCTION

By using Carr DSL Broadband Internet service (“Service”) or by establishing an account for Service, End User agrees to be bound by these Terms and Conditions (‘Agreement’) and to use the Service in compliance with this Agreement, our Acceptable Use Policy (AUP), and all other use policies. If you do not accept the Terms and Conditions of Service, including any future revisions, you may not use the Service, and if you have an account you must terminate it as provided herein. We, your Internet service provider, reserve the right to revise the Terms and Conditions of Service, and you accept sole responsibility for periodically reviewing them for any and all changes. Your continued use of this Service following the posting of any revisions to the Terms and Conditions of Service constitutes your acceptance of those revisions.

1. END USER OBLIGATIONS

(A) End users establishing an account with the Carr (“End User(s)”) must be at least 18 years old. All End User(s) must (i) provide Carr with accurate and complete billing information including legal name, address, telephone number, and credit card/billing, and (ii) report to Carr all changes to this information within 30 days of the change. End User(s) are responsible for all changes to their account.

(B) End User(s) are billed each month for the basic service and any additional usage or services. End User(s) are responsible for paying all charges billed to their account in the manner and method prescribed on their invoice, including monthly service charges, applicable federal, state and local taxes and fees however designated. Carr is not responsible for any charges or expenses (overdrawn accounts, exceeding credit card limits, etc.) resulting to End User for payment of charges billed by Carr. Service is billed for whole month charges for each whole or part of a month in which Service is provided.

(C) You may be billed fees, charges, and assessments related to late or non-payments if for any reason (a) Carr does not receive payment for the Service by the payment due date or (b) you pay less than the full amount due for the Service. Carr does not anticipate that you will fail to pay for the Service on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments.

(D) Carr may require you to pay a refundable deposit when you activate the Service. If Carr disconnects your Service or are otherwise required under applicable law to refund the deposit, Carr shall within forty-five (45) days or as other-wise specified by applicable law return a sum equal to the deposit(s) you paid (without interest unless otherwise required by law) minus any amounts due on your account (including without limitation, any amounts owed for the service(s)).

(E) YOU AUTHORIZE CARR TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHER, TO ENTER THIS INFORMATION IN YOU FILE, AND TO DISCLOSE THIS INFORMATION CONCERNING YOU TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES. Carr will not discriminate in the application of its credit inquiries and deposit policy on the basis of race, color, sex, creed, religion, nationality, sexual orientation, or marital status. Any risk assessments conducted by either Carr or its third party credit bureau will be done in conformance with the requirements of all applicable state or federal laws.

(F) Your Responsibilities Concerning Billing Questions. Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact Carr within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days.

(G) Delinquent accounts may be suspended or canceled at Carr's sole discretion; however, charges will continue to accrue until the account is canceled. Carr may bill an additional charge to reinstate a suspended account.

(H) Carr does not waive its rights to collect the full balance owed to by accepting partial payment because Partial payments will be applied to the outstanding charges in the amounts and proportions as determined by Carr.

2. A SPECIAL NOTE CONCERNING MINORS

Protecting children's privacy is especially important to us. It is our policy to comply with the Children's Online Privacy Protection Act of 1998 and all other applicable laws. Carr recommends that children ask a parent for permission before sending personal information to Carr, or to anyone else online. If you are under the age of 13, you are not authorized to provide us with personally identifying information, and we will not use any such information in our database collection activities. We appreciate your cooperation with this federally mandated requirement.

3. END USER(S)'S ACCOUNT, PASSWORD AND SECURITY

End User(s) receive a user name, password and account designation upon registration. You and End User(s) of your household are the only authorized users of your Carr account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Service through your account. You must notify Carr within 24 hours of discovering any unauthorized use of your account.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Any End User(s) Web site exceeding 20MB of disk space or 250MB of data transfer may be billed for excess usage. You may establish a commercial or high-volume account by the Carr.

Usernames, passwords and email addresses are Carr's property and Carr may alter or replace them at any time.

4. THIRD PARTY SERVICES

Some End User data, including contact information, usage levels and signal quality may be made accessible to third-party organizations for account management and billing purposes, to support and troubleshoot individual End User accounts and to resolve wider network issues.

5. MONITORING THE SERVICE

Carr has no obligation to monitor the Service, but may do so and may disclose information regarding the use of the Service for any reason if Carr, in its sole discretion, believes that it is reasonable to do so, including but not limited to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its End User(s). Please see our Acceptable Use Policy. Carr may immediately remove your material or information from Carr's servers, in whole or in part, which Carr, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

6. DISRUPTION OF SERVICE

If End User's Service is interrupted for more than twenty-four (24) consecutive hours and if End User promptly notifies Carr of such Service interruption Carr may provide End User with a pro-rata credit of the current prevailing monthly rate for the period of such interruption. End User agrees not to hold Carr liable for incidental or consequential damages of any kind which might result from any interruption of the Service.

7. NETWORK MANAGEMENT

While Carr will not unreasonably block access to lawful content or applications, or discriminate in transmitting lawful Internet traffic, Carr reserves the right to employ reasonable network management policies to ensure a quality Internet experience for all subscribers. The Network Manager Policy is posted on the Carr website.

8. COPYRIGHT INFRINGEMENT

It is a violation of this agreement to transmit copyrighted material or to store such material where it can be accessed by others. This could be through the use of file-sharing programs that allow for the download and sharing of music, movies and other copyrighted content, or any other technology or method that would cause or allow for the infringement of copyrighted material. While we do not actively monitor our network or servers for such content or activity, we do receive regular notifications from content owners pursuant to the Digital Millennium Copyright Act. As a service provider, when properly notified, we have a responsibility under this Act to promptly remove or block access to the content in question. If it is determined that you are hosting copyrighted material on your computer, we will notify you to remove the content and may suspend your account while the copyrighted material is removed from the computer. If there are repeated violations of this policy your account may be subject to termination. Therefore, it is important to also remove or disable features in any programs that allow others to access copyrighted material from your computer.

9. DISCLAIMER OF WARRANTIES

EXCEPT FOR CERTAIN PRODUCTS AND SERVICE SPECIFICALLY IDENTIFIED AS BEING OFFERED BY CARR, CARR DOES NOT CONTROL ANY MATERIALS, CONTENT, INFORMATION, PRODUCTS, OR SERVICE ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. CARR HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICE, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CARR DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. CARR MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH CARR OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY CARR OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

10. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL CARR, ITS EMPLOYEES, SUBSIDIARIES, OR LICENSORS OR ANY UNDERLYING SERVICE PROVIDER BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OR INABILITY TO USE THE SERVICE OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CARR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, CARR'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

11. INDEMNIFICATION

Upon a request by Carr, you agree to defend, indemnify, and hold harmless Carr and its subsidiary and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of the Service . Carr reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Carr in asserting any available defenses.

12. SOFTWARE LICENSE

Carr grants to each End User(s) a limited, non-exclusive, non-transferable and non-assignable license to install and use the Carr access software (including software from third-party vendors that Carr distributes) (in object code format), its associated documentation, and any updates thereto ("Licensed Programs") in order to access and utilize the Service. Each End User(s) agrees to use the Licensed Programs solely in conjunction with the Service and for no other purpose. Carr may modify the Licensed Programs at any time, for any reason, and without providing notice of such modification to a End User(s).

The Licensed Programs constitute confidential and proprietary information of Carr and Carr's licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with Carr and Carr's licensors. End User(s) shall not translate, decompile, reverse engineer, distribute, remarket or otherwise dispose of the Licensed Program or any part thereof.

You may not download, use or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Software, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

13. WEBSITE USAGE and OTHER WEB SITES

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Carr has no control over such sites and resources, you acknowledge and agree that Carr is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Carr shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Some portions of the Website are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by Carr. Carr assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold Carr harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify Carr from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Website is posted at your own risk. Carr will have no liability arising from use of that information. You shall not use the Website to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Website.

Your posting of material on the Website or providing material to Carr to use on the Website, will be deemed to be a grant by you to Carr of a perpetual, non-revocable, worldwide, non-exclusive license to the material to include the material on the Website and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

14. TERM OF AGREEMENT

Continued use of the Service constitutes acceptance of the Terms and Conditions of Service in this Agreement and any future versions. If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Service and, if you are a End User(s), to terminate your account.

15. TERMINATION

Carr reserves the right, in its sole discretion, to terminate your account, your password and your use of the Service, with or without notice. You may terminate your account at any time and for any reason by providing notice of intent to terminate to Carr by:

- * telephone calls directed to Customer Service.
- * registered or certified mail, return receipt requested addressed to Carr.

Email termination of your basic Internet access account will not be accepted. If your account included space on Carr's servers, anything stored on this space will be deleted upon termination. Sections 1, 6, 8, 9, 10, 11, 12, 13 and 14 of this Agreement shall survive termination of this Agreement.

16. THIRD PARTY BENEFICIARY

YOU AGREE THAT ANY UNDERLYING SERVICE PROVIDER OF CARR'S SERVICE IS A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT AND AS SUCH IS ENTITLED TO ALL THE RIGHTS AND PROTECTIONS AFFORDED BY THIS AGREEMENT TO CARR DESCRIBED HEREIN.

17. MISCELLANEOUS

These Terms and Conditions of Service, the Acceptable Use Policy, and Carr's other user policies posted on Carr's website constitute the entire agreement between you and Carr with respect to your use of the Service. Carr may revise, amend, or modify these Terms and Conditions, the Acceptable Use Policy, Network Management Policy and any other user policies, at any time and in any manner. Any revision, amendment, or modification will be effective immediately after Carr posts it at its website.

This Agreement is governed by the law of Michigan without regard to conflict of law provisions. You consent to the personal jurisdiction of such courts sitting in Michigan with respect to such matters or otherwise between you and Carr, and waive your rights to removal or consent to removal.