

TERMS & CONDITIONS

1. INTRODUCTION

LAW Wireless, LLC DBA County Line Communications is referred to as CLC in these pages. CLC strives to provide the highest quality Internet service available and at the same time respect standards which have developed within the Internet community. To that end, certain activities and conduct is inappropriate or abusive and will not be tolerated on our network. This policy is not meant to be exhaustive, but is necessary to protect our ability to operate a fast, reliable network and to protect the collective interests of our customers. CLC reserves the right to make changes to this policy at any time without individual notice to each customer. Use of CLC services is conditioned upon customer compliance with our terms and conditions of service (sometimes called acceptable use policies). Those who find our terms and conditions of use unreasonable should discontinue use of CLC services; continued use of our services amounts to acceptance of these policies.

2. DEFINITION OF "UNLIMITED INTERNET ACCESS"

On unlimited plans CLC does not charge extra regardless of the amount of use, effectively providing unlimited internet access. While there is no extra charge we expect our customers to be reasonable so that everyone can enjoy quick and convenient access. This policy is applicable to all unlimited broadband connections.

3. CONNECTION SPEEDS

Bandwidth is delivered as a 'Best Effort' service so the speeds specified in the agreement are maximum service capability speeds, and are not guaranteed. Customer agrees that actual Internet speeds obtained will vary based on a number of factors, including the capabilities of customer's devices, in-home Wi-Fi signal level or interference, performance of other interconnected Internet networks, and any network management methods employed by CLC. Please note that all computers on a home network will be sharing a single connection. Simultaneous use of high-bandwidth applications by multiple users may result in degradation of download and surfing speeds.

4. ROUTER/GATEWAY

To ensure the best possible customer experience, CLC supplies a managed ethernet gateway with all plans. The managed gateway allows us to remotely troubleshoot your connection, and assist with any connectivity issues. The support ends at the CLC supplied gateway. Any customer device issues will be handled on a case by case basis. If a customer desires to use their own WiFi router, the customer owned router must provide NAT on the WAN/Internet interface and will connect to the gateway installed by CLC. In the case of a customer owned router, the customer will be solely responsible for all router maintenance, management, and support. Any assistance provided by CLC is without warranty of any kind and in consideration for such assistance you expressly waive any and all claims against CLC that may arise from such assistance.

5. EQUIPMENT

Equipment from CLC, the fiber gateway, power supply, and fiber patch cable remain the property of CLC and shall not be deemed fixtures or part of your realty. You shall have no right to pledge, sell, mortgage, or otherwise encumber, give away, remove, relocate, alter, or tamper with the equipment (or any notice of our ownership thereon) at any time. Any reinstallation, return, or change in the location of the equipment shall be performed by us at our service rates in effect at the time of such service. You are responsible for preventing the loss or destruction of equipment and we recommend that your equipment be covered by your homeowner's, renter's, or other insurance policy. A fee up to \$179 per device applies if the fiber gateway and accessories are not returned upon termination of service.

6. SERVICE COMMITMENT

CLC service plans with free installation require a minimum service commitment of 36 months. If you terminate service prior to the expiration of the commitment, you will owe, and your credit/debit card, or ACH will be charged, the early termination fees as described below.

7. EQUIPMENT

A \$20 equipment restocking fee per household applies when the Internet is disconnected. A fee up to \$200 per device also applies if the fiber gateway is not returned.

8. EARLY TERMINATION

If you cancel after activation but before the end of your 36-month term commitment, you will be charged a termination fee of up to \$399. The exact amount of the service termination fee will be \$399 for the first ninety (90) days after activation of the CLC service. Thereafter, the amount will decrease by \$12 per month for each month of active service.

If you are terminated by CLC for non-payment or any other reason, the early termination fee will be charged immediately upon cancellation.

9. SERVICE DEMARCATION

The point of demarcation ("demarc") for Service is the gateway. CLC responsibility for maintenance and troubleshooting ends at the fiber gateway. In the case of a managed WiFi provided by CLC, the demarc ends at that access point.

10. CUSTOMER PREMISES EQUIPMENT

In the event of cancellation, CLC is not responsible for repair/removal of cabling, demarc, wall plate, keystone jack, screw holes etc. It is understood that CLC is to be held harmless for any losses direct or indirect, related to the placement of equipment on your home or business including drilling of holes, installation of screws, bolts, or other appurtenances, etc.. any act or inaction that is not willful and blatant negligence on our part will not entitle you to a refund, damages, or other remedy within the extent of the law.

11. CHANGES TO SERVICE

CLC reserves the right to modify or discontinue the Service at any time, for any reason, and without liability, provided that at least thirty (30) days' notice is given to members via telephone or email.

12. RESALE OF SERVICES OR SHARING OF ACCOUNT

Without the prior written consent of CLC, customers may not transfer, share or in any other way make their account, or any part of or service offered under the account, available to any other person or entity, except family members sharing the same residence. Under no circumstances may an account, or any part of or service associated with an account, be resold, directly or indirectly. Such activity is theft, and is subject to prosecution.

13. MAINTENANCE

The Service may from time to time require hardware or software maintenance, which may result in temporary loss of service. Customer hereby consents to such maintenance activity without notice. It is the policy of the CLC to provide as much notice as possible via email when a scheduled maintenance window will be used. From time to time, unscheduled or urgent maintenance will require a brief loss of service.

14. WARRANTY DISCLAIMER

ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS-IS" BASIS. CLC DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER STATUTORY, EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CLC DOES NOT WARRANT THAT ITS SERVICES WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

15. CUSTOMER FILES

CLC is not responsible for backup of any customer files or other information. CLC reserves the right to delete any customer information residing on its servers once an account has been canceled or terminated.

16. LAWFUL PURPOSE AND USE

The CLC network may only be used for lawful purposes. Customers are prohibited from using the CLC network to transmit material that is illegal, proprietary, obscene, criminal or in some fashion inconsistent with the generally accepted standards of the Internet community. Customers found in violation will have their service terminated and may be turned over to the proper authorities.

17. BULK EMAIL PROHIBITED

Customers found to be using the CLC network for the distribution or transmission of unsolicited bulk e-mail will have their service terminated.

18. USENET ABUSE PROHIBITED

Customers found to be using the CLC network for the posting of messages or commercial advertisements, which violate any rules or regulations of any news group or mailing list will have their service terminated and may be turned over to the proper authorities.

19. OTHER UNACCEPTABLE CONDUCT

The following acts by customers are unacceptable

- Security breach or destruction of net communication or attempts to do so.
- Deceptive online marketing practices. Suspected activity will be referred to the enforcement arm of the Federal Trade Commission. For further information review the Deception Policy Statement on the FTC web site <http://www.ftc.gov>
- Violating the privacy of individual users on the Internet by reading or otherwise publishing their e-mail or private communications to other users.
- Electronic "stalking" and other forms of harassment. Anything on the Internet can, and will be traced if it appears that criminal laws have been violated
- Introducing or attempting to introduce Trojan horses, worms, and other types of viruses into CLC's network or other users computers. Suspected violations will also be referred to law enforcement authorities.
- Chain email and, or other types of pyramid schemes are strongly discouraged. It unnecessarily takes up available bandwidth.
- Disruption of network host systems, network services, or any other type of network, host or server attack. Offending users will be immediately removed from our system and reported to the authorities.

20. QUALITY OF SERVICE

CLC assures that all industry accepted, legal means of media consumption (Netflix, Amazon, iTunes, etc) should function with

reasonable performance within CLC's network. However, there are no performance guarantees made for certain "cord cutter" devices or behaviors that are regarded as in violation of any device's or service's Terms of Service agreements, including but not limited to hacked or modified ("modded") Amazon Fire Sticks, Google Chromecasts, or other media devices running Kodi/XBMC or similar systems intended for use or modified with the intended use as a means of copyright infringement or piracy. **CLC does not support or approve the use of such devices within its network.** Performance issues related to such devices are likely due to the inherently nefarious and/or miscreant nature of the device, its operation or intent with which the device is operated, and not necessarily indicative of performance issues with CLC's network or service.

You agree that you will not engage in any activity, willfully or without knowledge, that will cause performance degradation to our Internet delivery network. If you do then you understand your service could be terminated without notice. You further agree that if service is not terminated that you will cease in any activity we determine is harmful to our network, company reputation, etc. upon our notification and will do so or understand that your service will be terminated without refund. We will be held harmless in any situation where we determine you have caused harm to our network in any form.

21. RESPONSIBILITY FOR CONTENT

Your connection to the Internet is private and as a result we cannot always control the nature of the material that you may encounter at some point. The Internet is made up of electronic virtual communities, which do not censor the content delivered and/or communicated through their forums. With the use of your account on the Internet you will at some time or another be exposed to "Free Speech" that you may find offensive. "Free Speech" may include sexually explicit pictures and/or documents, pro-religious or anti-religious debate, racially offensive speech, and many other possibly graphic and/or offensive documents, pictures, etc. CLC expressly disclaims liability for any harm resulting from encountering such or similar material. CLC reserves the right to pull down any website found on our network which, in our judgment, is inappropriate. The owner of the site will be notified of such an action.

22. ACCEPTABLE USE OF OTHER NETWORKS

It is expected that CLC users will comply with the Acceptable Use Policies of any other network accessed through CLC. Any customer who interferes with another user's enjoyment and use of the services provided by CLC will be in violation of this Acceptable Use Policy. Violators will have their service terminated and may be turned over to the proper authorities.

23. VIOLATIONS OF TERMS OR CONDITIONS

CLC is a private company, not required to offer or provide services. Accordingly, CLC is solely responsible for determining if a violation of the Acceptable Use Policy has occurred. CLC reserves the right to review or censor materials and information, transmitted through our network. Abuse of the Acceptable Use Policy, could result in suspension or termination of service without notice. CLC reserves the right to interpret this Acceptable Use Policy in its sole discretion and to amend, revise, add or delete any provision of this Acceptable Use Policy without prior notice to the customer.

24. BILLED ACCOUNTS

Customers who contract for CLC services and elect to be billed later are required to tender payment personally or by mail at the CLC offices in Willis, Texas within seven days of signup. If payment is not timely received the account will be deactivated until payment is received.

25. USE OF A CREDIT CARD

As a convenience to our customers CLC offers the ability to charge any service fees directly to a credit card without you having to be present. It is understood that by giving us your credit card information in person, over the phone, through the use of our "online" signup you are giving us permission to post fees directly to your credit card even though you may not be present at the time of the transaction. Credit cards are subject to a 3% processing fee on all transactions. When you use a credit card to pay for Internet service it is assumed that you wish to have our services charged to your account monthly. If that is not your intent you should contact our billing office support@county-line.net

YOU AGREE AND ACCEPT THAT COUNTY LINE COMMUNICATIONS IS AUTHORIZED TO USE YOUR CREDIT OR DEBIT CARD FOR THE PURPOSE OF: (1) CHARGING YOU FOR THE UPFRONT FEES REQUIRED TO RECEIVE SERVICES FROM CLC, INCLUDING PAYMENT FOR EQUIPMENT AND INSTALLATION; (2) CHARGING YOU FOR YOUR MONTHLY SERVICE AND/OR LEASING FEES AND ANY EQUIPMENT OR INSTALLATION FEES THAT MAY APPLY; AND (3) CHARGING ANY APPLICABLE EARLY TERMINATION FEES AND/OR UNRETURNED EQUIPMENT FEES.

26. REFUNDS

Cancellations of accounts made after the 5th of the month will be charged for the full month. You have contracted for Internet access; non-use of your account will not release you from liability for charges. If you wish to avoid future charges you must cancel your account. All requests for canceling accounts must be made in writing (sent to County Line Communications, 13565 Rose Rd, Willis, TX 77378) or email sent to support@county-line.net

27. IP ADDRESSES

The Service will include a private IPv4 address for the router WAN/Internet interface. The IPv4 address will be assigned via DHCP from a pool of private IP addresses per RFC 1918, Public static IP's are available upon request. CLC retains ownership of all IP addresses issued to customers for the provisioning of CLC service.

28. TERMINATION AND DEFAULT

CLC at its sole discretion may terminate or refuse service to any customer. If: (1). Customer fails to pay any amount within 31 days after written or electronic notice that the same is delinquent; (2). Customer breaches any of the terms, conditions, obligations or representations contained in these Terms; or (3). Customer shall be in default under any other agreement with CLC; (4). Customer becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes and assignment for the benefit of creditors, or admits in writing its inability to pay debts when due, or (5). Customer's equipment or use of our service interferes with our network or any other customer. In the event of a default by customer as specified in this section, CLC may retain all payments made hereunder. In addition, if CLC reasonably determines that the continuation of the services has become impractical or unfeasible for any technical, legal, regulatory or other reason, CLC may terminate the services at any time and, in such event, make a prorated refund of payment. CLC will, in such event, attempt to provide customer with as much prior notice of such termination as is reasonable.

29. MONITORING AND PRIVACY

CLC will not provide outside parties with information deemed private, including billing info, username, password and contact information. The exception to this policy is the provision of contact information to telephone companies for the purpose of confirming and provisioning DSL and similar services, in which case Letter of Agency will be obtained from our customer. CLC reserves the right to release private information to law enforcement when deemed appropriate.

30. SHARING OF INFORMATION

It is CLC internal policy to refrain from sharing any customer information for the purposes of marketing of services other than CLC's. CLC will not engage in the selling of customer information to third parties, or allow information to pass to third parties unless it pertains to compliance of law or criminal subpoena request. CLC will not respond to civil subpoena requests unless directed by a Court of Law.

31. FORCE MAJEURE

CLC shall not be liable for any damages or failures due to anything, including but not limited to: 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 anyone, including Member or anything.