

Website Terms & Conditions

I. Applicability.

These Website Terms and Conditions (“Terms and Conditions”) govern and control use of the Barry County Telephone Company, Inc.’s (“BCTC”, “We”, “Our” or “Company”) website by users and customers (each a “Customer” “You” or “Your”). Before you use Our website or any of the functionality it provides (including the ability to submit payments and inquiries to Us), You should review these Terms and Conditions. By utilizing or interacting with Our Website, you agree to be bound by these Terms and Conditions.

BCTC reserves the right to change any of these Terms and Conditions by notifying its Customers (whether by mail, email, web postings or other means). BCTC also reserves the right to refuse use of the Website to any Customer or other user for any reason at Our sole discretion. BCTC has the sole authority to interpret the Company’s policies, including these Terms and Conditions and Our Privacy Policy. BCTC may also make changes to and amend any and all of Our policies at any time. Violators of BCTC’s policies are subject to immediate account suspension or termination. At the sole discretion of BCTC, an opportunity may be granted for the Customer to take immediate action and comply.

These Terms and Conditions are not exhaustive. Other policies, contracts and tariffs may also affect your interactions with BCTC. Among other things, BCTC’s Privacy Policy governs BCTC’s use of the information it receives and services and products provided by BCTC are generally subject to terms applicable to such services and products (such as tariffs, generally applicable terms and conditions, and/or contracts).

II. Changes to Term and Conditions

BCTC will provide Customers notice of changes to these Terms and Conditions. Company may deliver any required or desired notice to You in any of the following ways, as determined in Our sole discretion: (1) by posting it on Our Website (<http://barryarea.com/>); (2) by sending notice, including bill inserts, via first class U.S. postal mail or overnight mail to Your premises, service address or billing address; (3) by sending notice to Your e-mail address as listed in Company’s account records; or (4) by hand delivery. You agree that any one of the foregoing will constitute sufficient notice and You waive any claims that these forms of notice are insufficient or ineffective. Because the Company may from time to time notify You about important information and changes regarding the Services and these Terms and Conditions by these methods, You agree to regularly check Your postal mail, e-mail and all postings at <http://barryarea.com/> and You bear the sole risk of failing receive notices from Us if You fail to do so.

If You find any change made by Us unacceptable, You have the right to (subject to any contractual terms applicable to such service) and may cancel Your Services in accordance with those terms. However, if You continue to receive Services after the change, You will be deemed to have accepted such change.

III. Disclaimer

COMPANY'S WEBSITE, THE INFORMATION PRESENTED THEREON AND ANY AND ALL FUNCTIONALITY PROVIDED THROUGH THE WEBSITE (COLLECTIVELY, THE "WEBSITE") ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS (AND ALL OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS AND CONTRACTORS) (COLLECTIVELY THE "PROVIDING PARTIES") WARRANT THAT THE COMPANY'S WEBSITE WILL MEET YOUR REQUIREMENTS, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. WE EXPRESSLY DISCLAIM ANY WARRANTY THAT ANY COMMUNICATIONS OR DATA WILL BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED BY THE COMPANY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF ACCURACY, PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Occasionally there may be information on Our Website that contains typographical errors, inaccuracies or omissions that may relate to Service and product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders based on inaccurate Website information (including after You have submitted your order).

IV. Limitation of Liability

A. Application. The limitations of liability set forth in these Terms and Conditions apply to any acts, omissions, and negligence of Company and all of the Providing Parties with respect to the Website. The limitations of liability set forth in these Terms and Conditions pertain to all causes of action, contract, tort and any under any other legal doctrine.

B. Other Services or Equipment. BY UTILIZING THE COMPANY'S WEBSITE YOU WAIVE ALL CLAIMS AGAINST ANY AND ALL PROVIDING PARTIES FOR INTERFERENCE, DISRUPTION OR INCOMPATIBILITY BETWEEN THE COMPANY WEBSITE AND SERVICES PROVIDED THEREON AND ANY OTHER SERVICE, SYSTEMS OR EQUIPMENT. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE YOUR USE OF THE WEBSITE.

C. Software. When You use certain features of the Company's Website, such as online features (where available), You may be required to have or have access to special software, applications, and/or access to the Internet. Company makes no representation or warranty that any software or application installed on Customer's equipment, downloaded from the Service, or available through the Internet does not contain a virus or other harmful feature. It is Your sole responsibility to take appropriate precautions to protect Your equipment from damage to its

software, files and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the installation or operation of the Website if a virus or other harmful feature or software is found to be present. We are not required to provide You with any assistance in removal of viruses. If We decide, in Our sole discretion, to install or run virus check software on Your equipment, We make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that You may incur additional charges for any service call made or required on account of any problem related to a virus or other harmful feature detected on Your Customer Equipment. NEITHER COMPANY NOR ANY PROVIDING PARTY SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT.

In the event that software or other components are installed (either by You or by the Website) in order to access the Website or services provided thereon, system files on Your Customer Equipment may be modified. Company does not represent, warrant or covenant that these modifications will not disrupt the normal operations of Your equipment including without limitation Your computer(s), or cause the loss of files. Company does not represent, warrant or covenant that the installation of the special software or applications or access to its Website portal(s) will not cause the loss of files or disrupt the normal operations of any Customer Equipment, including but not limited to Your computer(s). FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM PRIOR TO SUCH ACTIVITIES. YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER COMPANY NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

D. Website Unavailability. Neither the Website, nor services provided thereon are fail-safe. The Website is not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption could lead to injury to business, persons, property or environment (“High Risk Activities”). High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the use of the Website, including but not limited to inconvenience, loss, liability or damage, directly or indirectly caused by, or proximately resulting from, any circumstances beyond Our control, or causes attributable to You or Your property.

E. Third Parties. Notwithstanding anything to the contrary in these Terms and Conditions, You acknowledge and understand that Company may employ third parties to assist in the deployment of the Website and that Company may provide links to third party services or websites. The Company is not responsible for the performance (or non-performance) of third-party services, equipment, infrastructure or content, whether or not they constitute or appear to constitute components of Our Website. Company shall not be bound by any undertaking,

representation or warranty made by any such third parties. In addition, You understand that You may have access to the services and content of third parties through the Service(s), including without limitation that of content providers (whether or not accessible directly from the Service). Company is not responsible for any services, equipment, infrastructure and content that are not provided by the Company (even if they are components of the Website), and We shall have no liability with respect to such services, equipment, infrastructure and content. You should address questions or concerns relating to such services, equipment, infrastructure and content to the providers of such services, equipment, infrastructure and content. We do not endorse or warrant any third-party products, services or content that are distributed or advertised on our Website.

F. Limitation of Damages. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED HEREIN, WE SHALL NOT UNDER ANY CIRCUMSTANCES OR UNDER ANY LEGAL THEORY (INCLUDING BUT NOT LIMITED TO TORT OR CONTRACT) HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY FOR THE FOLLOWING LOSSES, DAMAGES OR COSTS:

(1) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, TREBLE, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF EARNINGS, LOSS OF BUSINESS OPPORTUNITIES, PERSONAL INJURIES OR DEATH) THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH (a) YOUR RELIANCE ON OR USE OF THE COMPANY'S WEBSITE OR (b) THE INSTALLATION, SELF-INSTALLATION, MAINTENANCE, FAILURE, OR REMOVAL OF ANY SERVICES PROVIDED OVER THE WEBSITE; OR

(2) ANY LOSSES, CLAIMS, DAMAGES, EXPENSES, LIABILITIES, LEGAL FEES, OR OTHER COSTS THAT RESULT DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY ALLEGATION, CLAIM, SUIT, OR OTHER PROCEEDING BASED UPON A CONTENTION THAT THE USE OF THE COMPANY WEBSITE BY YOU OR ANY OTHER PERSON OR ENTITY INFRINGES UPON THE CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

G. Continuity. We make no commitment to maintain Our Website in its current form or to continue to offer any Website service indefinitely. We reserve the right at any time to modify or discontinue any Website service or functionality (or any part or content thereof) without notice at any time. You understand and agree that We shall not be liable to You or to any third-party for any such changes.

H. Customer's Remedies. Your remedies for losses related to or caused by Company's Website are limited by these Terms and Conditions. Certain of the above limitations may not apply if Your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Company and the Providing Parties is limited to the maximum extent permitted by law.

I. Survival of Limitations. All representations, warranties, indemnifications and limitations of liability contained these Terms and Conditions shall survive Your discontinuance of use of the Company's Website and/or any termination of services provided by the Company.

V. Indemnification

YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY AND ALL PROVIDING PARTIES AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY ANY OF US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (a) YOUR USE OF THE COMPANY'S WEBSITE OR THE SERVICES OFFERED THROUGH OUR WEBSITE; (b) 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 WEBSITE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (c) YOUR BREACH OF ANY PROVISION OF THESE TERMS AND CONDITIONS.

VI. Additional Limitations and Restrictions.

A. Responsibility for Content. We are not responsible for third party content. You acknowledge that there is some content and material on the Internet which You may consider to be offensive. We assume no responsibility for this content or material.

B. Monitoring of Postings and Transmissions. Company shall have no obligation to monitor postings or transmissions made by You or through the use of Your account. However, You acknowledge and agree that Company and its agents have the right to monitor, from time to time, any such postings and transmissions. Company may also use and disclose them in accordance with these Terms and Conditions, other applicable policies, and as otherwise required by law or government request. We reserve the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in our sole discretion, is unacceptable, undesirable or in violation of these Terms and Conditions.

C. Eavesdropping. Our Website and the facilities that provide access to Our Website are used by numerous persons or entities and some portions of the facilities are used to transmit messages are beyond our direct control. As a result, there is a risk that You could be subject to "eavesdropping" or that Your communications with the Website could be intercepted. This means that other persons or entities may be able to access and/or monitor Your internet use. If You post, store, transmit or disseminate any sensitive or confidential information, You do so at Your sole risk. NEITHER COMPANY NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY YOU. You acknowledge that software programs are commercially available that claim to be capable of encryption. We make no representation or warranty regarding the effectiveness of these programs.

D. FTP/HTTP Service Setup. You acknowledge that when using HSI there are certain applications such as FTP (File Transfer Protocol) or HTTP (Hyper Text Transfer Protocol) which may be used by other persons or entities to gain access to Your Equipment. NEITHER COMPANY NOR THE PROVIDING PARTIES SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATING TO THE USE YOUR EQUIPMENT.

E. Facilities Allocation. Company reserves the right to determine, in its discretion, and on an ongoing basis, the nature and extent of its facilities allocated to support internet service, including, but not limited to, the amount of bandwidth to be utilized and delivered in conjunction with internet service.

F. Cookies. You acknowledge that accessing certain websites (including Our Website) through the internet may result in a “cookie” or other information or files being placed on Your computer system in connection with Your use of those websites. Cookies are small files stored on a computer’s hard drive to simplify and improve a user’s Web experience. If You don’t want them to be placed on Your computer system, it is Your responsibility to disable or restrict the placement of cookies through whatever procedures are available on Your browser.

G. Your Account. Our Website may allow you to make financial transactions. We reserve the right to refuse or delay processing of any financial transaction You place with Us. You agree to provide current, complete and accurate purchase and account information for all financial interactions made with Us. You agree to promptly update Your account and other information, including Your contact information, email address and credit card numbers and expiration dates, so that We can complete Your transactions and contact You as needed.

H. Applicable Law. You agree that Michigan law applies to all use of Our Website and services provided through Our Website unless otherwise agreed. You agree that Michigan law shall apply to any disputes between You and Us. Any and all causes of action may be brought by You against Us or any Providing Party arising out of or related to the Website or the services provided through Our Website may be brought only in the state and Federal courts located in the State of Michigan.

VII. Other Policies.

A. Acceptable Use. Use of the Company’s Website is, at all times, subject to the Company’s Acceptable Use Policy.

B. Privacy Policy. Information received by us through Our Website is governed by Our Privacy Policy. Additional information regarding Our Website is provided in that Policy.

C. Charges for Services. Charges for services provided for us, including without limitation, refunds, are governed by the applicable documents or contracts applicable to the particular service.

VIII. Contact

Any inquiries or transmissions related to Services, these Terms and Conditions or Our Website should be addressed to Us through Our Website (or where applicable Our products or services). You may also contact us at 269-623-9005 or support@mei.net.

Last Updated: _____