

FTC'S BROADBAND INTERNET ACCESS SERVICE DISCLOSURES

Pursuant to the terms and conditions of FTC's Service Application, Price List, Fair Access Policy and Acceptable Use Policy, FTC provides telecommunications, information and other services to its customers through Farmers Telecommunications Cooperative, Inc. and those of its subsidiaries, affiliates and any other person or entity doing business as FTC. FTC offers Digital Subscriber Line (DSL), DS1, Digital Data, Wireless Broadband and Fiber services for Internet access via its own network facilities.

I. Network Management Practices

Congestion Management

In order to offer consumers affordable broadband service, all broadband providers make their services available over "shared" rather than "dedicated" networks. While shared networks typically cost less to build and operate, they are also more prone to congestion. Some consumer broadband services, like cable modem and mobile wireless service, are shared all the way from the consumer to the Internet, while other services, like DSL, are only partially shared because they offer a dedicated link over the "last mile" to the consumer. With any shared network, some limitations on the uses individual subscribers make of their service are inherently necessary to ensure that all customers collectively receive an acceptable level of service. Absent such limitations, excessive or inappropriate usage by a minority of users can negatively affect the Internet experience of all users.

FTC's network is designed to provide its customers with highly reliable Internet access and data transmission services via a variety of transmissions mediums that are monitored around the clock. In addition, FTC is building an advanced broadband network that will eventually provide every cooperative member with a high-speed fiber-to-the-home connection capable of delivering voice, data, video and other high-bandwidth services. FTC uses various tools and techniques to manage its network and deliver its services. These tools and techniques are dynamic, like the network and its usage, and can and do change frequently. For example, these network management activities may include (i) identifying spam and preventing its delivery to customer e-mail accounts, (ii) detecting malicious Internet traffic and preventing the distribution of viruses or other harmful code or content, (iii) temporarily delaying peer-to-peer sessions (or sessions using other applications or protocols) during periods of high network congestion, (iv) limiting the number of peer-to-peer sessions during periods of high network congestion, and (v) using other tools and techniques that FTC may be required to implement in order to meet its goal of delivering the best possible broadband Internet experience to all of its customers.

FTC estimates that a small percentage of its subscribers accounts for a disproportionate share of data usage on the FTC network. To ensure that all FTC subscribers have equitable access to the FTC network, FTC has implemented a Fair Access Policy (or "FAP"), which may be viewed at www.farmerstel.com/docs/FTC_fair_access_policy.pdf.

FTC sets usage thresholds on the amount of data you can upload and download within stated time periods. If you exceed these thresholds, FTC will temporarily limit the speed at which you can send and receive data over the FTC access network. You will still be able to access the FTC Broadband Services, but your speed will be slower. In cases of extreme and continued violation of the FAP limitations, your service may be suspended. FTC may use other traffic management and prioritization tools to help ensure equitable access to the FTC network for all customers. Your FTC Broadband Services access is not guaranteed and is subject to this FAP.

Based on an analysis of typical customers, FTC has set a monthly limit on data usage per customer, called a monthly Usage Threshold. As shown in the table below, this threshold varies based on the service plan the customer has selected. For each service plan, the Usage Thresholds are significantly above the amount of data that is used by a typical customer. FTC measures your upload and download data usage (“Actual Usage”) to determine if Your actual data usage in any calendar month exceeds the Usage Threshold for the service plan that you selected. If at any time during a calendar month your Actual Usage is above the monthly Usage Threshold, FTC may, at its sole discretion, reduce your FTC access speeds for the remainder of the calendar month. At the beginning of the next calendar month, you will be restored to your original speed levels.

You are likely to avoid any limitations imposed by the FAP if your use is typical of the majority of Internet users and consists primarily of web surfing and a reasonable amount of downloading. The table below shows the monthly FAP limits for each plan. These limits specify the amount of data that you can upload and download before your access speed is reduced. Your Actual Usage is far more likely to exceed the FAP limits below if you use peer-to-peer file sharing programs, a webcam or you download full length movies, large quantities of music files, full software applications or similar high-bandwidth activities.

	FTC FAP Monthly Usage Thresholds				
	Digital Subscriber Line			High-Speed Fixed Wireless	
	Essential	Enhanced	Deluxe	Basic	Deluxe
Upload Threshold (MB) ¹	3,000	4,000	6,000	3,000	6,000
Download Threshold (MB) ²	10,000	16,000	22,000	10,000	22,000

¹ Upload Threshold is the volume of data that can be uploaded during a calendar month before the FAP may restrict the user's speeds.

² Download Threshold is the volume of data that can be downloaded during a calendar month before the FAP may restrict the user's speeds.

Where a service account, service or feature descriptions specify bandwidth, disk utilization, simultaneous connections and/or aggregate data download or upload, use in excess of those limits (bytes/bits transferred) is not permitted without an appropriate change in account type or status, and additional charges may incur for such usage. In addition, sessions on dial accounts that repeatedly exceed a reasonable time may be terminated in order to protect network resources and preserve service availability for other users. In the event FTC determines that an account is exceeding the relevant bandwidth, disk utilization, aggregate data download/upload limits, simultaneous

connections or reasonable session times for dial-up or high-speed broadband accounts, the customer will generally be notified by e-mail. However, if excessive bandwidth, disk space utilization, simultaneous connections, aggregate data download or upload, or dial-up session length is determined to adversely affect FTC's ability to provide service, immediate action may be taken. The account owner may be notified as soon as practicable thereafter. If excess use continues after such notification, the account owner may be requested to upgrade the type of account or modify the activity creating the excess use. Failure to make the requested modifications may result in the account being terminated.

Specific Applications / Device Attachments

FTC customers' personal computers ("PCs") will have high-speed Internet access anywhere when connected via Ethernet to the FTC modem. You may connect your PC directly to your modem with an Ethernet cable, or you can attach a wireless hub or router to your modem and connect wirelessly (using the popular 802.11 standards, for example). Minimum PC requirements for Windows PCs include: 300+ MHz processor, 128 MB Random Access Memory (RAM), Windows 98SE, ME, 2000 or XP operating system, 100 MB of free hard drive space, and an Ethernet NIC card. Minimum requirements for Macs include: 300+ MHz processor, 128 MB RAM, OS9 or OS10.2+ operating system, 100 MB of free hard drive space, and an Ethernet NIC card. You are required to have up-to-date anti-virus software on your PC.

Security Measures

FTC regularly monitors the technical performance of its network to provide a secure, high-quality broadband experience, and it will act to minimize the impact of threats to the security of the network – including threats posed by viruses, worms, spyware and spam – that could lead to congestion and degraded performance. None of the security measures intended to prevent the spread of viruses, malware, spam or other threats to consumers should prevent you from running a mail server or web server using the broadband connection; however, FTC is not required to disclose internal network security measures, such as routing security practices, that do not directly bear on a consumer's choices regarding Internet access or services.

You are solely responsible for the security of any device you choose to connect when using FTC's services, including any data stored on that device. You assume any and all risks relating to the security of your communications, data and network and its potential access by others, including, but not limited to, the transmission of any computer virus or similar software which alters, disables or destroys, in whole or in part, the hardware, communications, data and/or network. You must take reasonable measures to protect the security of any such connected equipment, including maintaining at your cost an up-to-date version of anti-virus and/or firewall software to protect your computers from malicious programs. In the event of a malicious program infecting your computer that causes a violation of FTC's Acceptable Use Policy, as found at www.farmerstel.com/docs/FTC_acceptable_use_policy.pdf, FTC may suspend your service until the problem is resolved; however, you will remain fully liable for all applicable monthly fees and charges during any period of suspension.

II. Service Descriptions and Performance Characteristics

One of the challenges associated with providing broadband Internet access is the fact that the end-to-end Internet throughput that customers experience – that is, the average rate of successful message delivery over the service connection, usually measured in bits per second (bit/s or bps), and sometimes in data packets per second or data packets per time slot – is largely outside the control of individual broadband providers like FTC. A myriad of factors ranging from the capacity of content providers' servers and connections, to the performance of a user's own computer can affect throughput. As a result, no provider can guarantee the end-to-end throughput speed across the Internet that a consumer will receive. Thus, when FTC offers service at a given speed, we are referring to the speed capability we provide to a customer's home, rather than the speed at which the customer's computer exchanges packets with other Internet end points. FTC provides broadband service in discrete, non-overlapping speed tiers. FTC will strive to provide service within the speed tier that you purchased; if we find that we are not providing service within the ordered speed tier, FTC will take action either to bring the service within the ordered tier or give you an option to move to a different tier. Your personal computer(s) or other premises equipment connected must meet the minimum hardware and software requirements necessary to access the Internet as required in your specific situation or application.

FTC Digital Subscriber Line (DSL) service provides digital data transmission over telephone wires, enabling simultaneous use of the telephone and data. It may be ordered separately or bundled with other telecommunications services, at a discounted rate. FTC offers the following DSL services to the businesses and residences it serves:

Basic Dial-up – Unlimited access to the Internet; five e-mail accounts and personal web space

E-mail only – Ten hours access to the Internet per month, with one e-mail account

Basic High-Speed Broadband - Unlimited access to the Internet, with download speeds of up to 6 Megabytes per second (MB) and upload speeds of up to 1 Megabyte per second (MB); includes the modem, five e-mail addresses and 5 MB of web space

Enhanced High-Speed Broadband - Unlimited access to the Internet, with download speeds of up to 6 Megabytes per second (MB) and upload speeds of up to 1 Megabyte per second (MB); includes the modem, five e-mail addresses and 5 MB of web space

All DSL equipment shall remain the exclusive property of FTC. This service may not be available in certain areas.

The FTC system is engineered to help offset the impact of latency, which is the delay caused by sending signals from a customer's PC to the various points on the public Internet. Latency is typically defined in milliseconds. FTC's most recent analysis of network latency between a typical customer's PC and FTC's core routing facilities indicates average latency of approximately 1 millisecond. FTC strives to keep this particular measurement at less than 4 milliseconds. Various measurements of latency between a customer's PC and other points on the public Internet (E.g. a popular website) may vary substantially because of congestion or other network conditions over which FTC has no control. For most applications, this latency does not affect

performance; however, there are some applications like voice over Internet protocol (telephone service delivered over the Internet, also known as VoIP), or real-time interactive gaming, where latency will have a noticeable effect on performance over the FTC network, as it would on any broadband service.

FTC DS1 service provides for the simultaneous two-way transmission of digital signals only at speeds of 1.544 Mbps using only digital transmission facilities, where facilities are available. DS1 Local Channel is furnished between a Serving Wire Center and the customer's premises. The local channel rate includes the central office trunk termination (COTT).

Digital Data Channel Services provide for the simultaneous two-way transmission of digital signals at synchronous speeds of 2.4, 4.8, 9.6, 19.2, 56 or 64 Kbps over digital facilities between points within a local access and transport area (LATA). Digital Local Channel is furnished between a Serving Wire Center and the customer's premises. The Digital Local Channel Charges apply per local channel and include a channel termination at FTC's central office.

FTC High-Speed Wireless Broadband service provides the following plans for unlimited access to the Internet:

- Basic – Download speeds of up to 512 Kb, modem and five e-mail accounts
- Deluxe – Download speeds of up to 1.5 MB, with modem and five e-mail accounts
- All High-Speed Wireless equipment shall remain the exclusive property of FTC.

FTC Web Hosting service allows both business and residential customers to make their own website accessible via the World Wide Web through Internet connectivity and leased space on FTC's server.

- Bronze Package – One subdomain, 1,000 MB storage, 15 Gigabytes (GB) transfer per month and 50 Post Office Protocol (POP)3 mailboxes
- Silver Package – Two subdomains, 1,500 MB storage, 20 GB transfer per month, 5 mailing lists, PHP bulletin board and 100 POP3 mailboxes
- Gold Package – Five subdomains, 2,000 MB storage, 40 GB transfer per month, 10 mailing lists, PHP bulletin board and 200 POP3 mailboxes
- Platinum Package – Five subdomains, 3,500 MB storage, 75 GB transfer per month, 10 mailing lists, PHP bulletin board and 250 POP3 mailboxes
- Platinum Plus Package – Five subdomains, 4,250 MB storage, 115 GB transfer per month, 10 mailing lists, PHP bulletin board and 250 POP3 mailboxes

All FTC Hosting plans include Active Server Pages (ASP), ASP.net, Site Studio, E-mail Aliases/Autoresponders/Forwarders, Simple Mail Transfer Protocol (SMTP), Unique IP Address, Web-Based E-mail, Free Shared SSL (https://), FrontPage Extensions (2000, 2002, 2003), Secure Control Panel, ODBC Connection to Database, 24x7 File Transfer Protocol (FTP) Access, Detailed Web Statistics, Technical support, CGI-Bin Access, Domain Aliases, Custom DNS Records, Unlimited URL Redirection, 2 URLs (with and without the www) and Upload Component/CDONTS/XML Parser. FTC has also provided additional information to assist customers in creating a website at www.farmerstel.com/docs/Site_Creator_Guide.pdf.

III. Commercial Terms

Base Pricing (additional packages including these basic services may be offered; additional charges may apply)

FTC Data only:

Basic Dial-up - \$19.95 per month
 E-mail only - \$9.95 per month

Basic High-Speed Broadband - \$59.95 per month
 Enhanced High-Speed Broadband - \$69.95 per month

DS1 Local Channel, each DS1 with COTT:

	Nonrecurring Charge	Month to Month (per month)	12 Months (per month)	24 Months (per month)	36 Months (per month)
Each DS1	\$300.00	\$335.00	\$279.00	\$261.00	\$244.00

Digital Data Channel Services:

Kbps	Nonrecurring Charge		Monthly Charges		
	First	Add'l	Month to Month	12 Months	24 Months
2.4	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
4.8	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
9.6	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
19.2	\$414.00	\$271.00	\$65.00	\$58.75	\$56.50
56.0	\$459.00	\$311.00	\$105.00	\$93.00	\$86.00
64.0	\$499.00	\$351.00	\$105.00	\$93.00	\$86.00

FTC High-Speed Wireless Broadband:

Basic – \$39.95 per month
 Enhanced - \$49.95 per month
 Deluxe - \$59.95 per month

FTC’s Web Hosting service:

Bronze Package - \$14.95 per month
 Silver Package - \$17.95 per month

Gold Package - \$24.95 per month
Platinum Package - \$38.95 per month
Platinum Plus Package - \$44.95 per month

Cancellation or Termination Fees

You may you cancel your order for FTC services before the first of the ordered services is installed, without charge. Service will be considered installed when such service is activated and ready for use, regardless of whether you are actually using such service or have connected it to any equipment inside your premises. If you cancel your order after installation, you will be responsible for all installation and connection charges, any billed or accrued, but unpaid, service charges through the date of cancellation (including for service paid in advance), any charges for damaged or unreturned equipment and any termination fees. Any termination notice may be by telephone or in person during normal business hours or by email and must be acknowledged in writing. Termination of service after installation shall be effective upon five business days' notice.

Should the service, or any portion, be terminated or suspended, all amounts owed for prior service will become immediately due and payable, in addition to any termination fees, and all of FTC's equipment relating to such service must be returned immediately. The termination fee imposed will be equal to the greater of the minimum fixed charges due for the remainder of the agreement term or the amount of the installation charges originally waived as part of the agreement. If you seek to restore your service after termination, you will also be subject to the terms of a new agreement, which may include payment of a new installation charge, and payment of any additional charges associated with installation or reconnection of your service. You may increase or decrease bandwidth prior to the end of the contract term for a fee of \$30.00, plus any applicable installation fees. Relocation of service will also require a new agreement and application of any charges associated with installation or reconnection of service.

FTC equipment has an actual value greater than its purchase price because it is a means to receive programming not otherwise available to non-subscribers, and upon termination, the customer is responsible to pay \$100.00 for each modem not returned to FTC. Charges for the non-return of other equipment shall be based on a schedule maintained by the Company. FTC may automatically add charges for payment of the equipment not returned and draft any credit card or checking account that the customer has left on file for payment. The failure to return any equipment at the termination of the service for which the equipment was required will also result in FTC withholding any deposit still in its possession, and the amount of that deposit will be credited towards the purchase price of the equipment. FTC retains sole discretion as to whether to allow service to be reconnected after termination due to a breach or violation of the customer service agreement.

Customers will not, however, be responsible for any termination fees in the event of cancellation of service by FTC unrelated to a breach or cancellation of the service agreement on the customer's part or the customer's termination of service due to a price or term modification that has the effect of increasing the cost of the service to the customer (other than a tax increase) or materially changing the service. The customer remains liable for all other accrued, but unbilled charges through the termination date (including any charges paid in advance) and the reasonable costs of any action FTC may take to collect amounts not paid when due, including, but not limited to, the costs of a collection agency, reasonable attorney's fees and court costs.

Privacy Policies

Internet systems use public access facilities to transmit voice and data communications, and the privacy of such transmitted materials cannot be guaranteed. In particular, electronic mail passes through multiple mail servers on the Internet as it passes from source to destination, and Internet systems may carry material which may be considered abusive, profane or sexually offensive. The Internet also provides access to individuals and organizations that are not FTC Members. FTC does not have the capability to monitor, review, or restrict any content made available by third parties on the Internet, to edit or remove any content that is not on FTC's own servers, nor to monitor all communications between parties. FTC is not liable to its customers for any claims, loss, damages or cost that may result from lack of privacy on the system or from the content of such transmitted material.

FTC does not control, pre-screen or censor content placed on FTC's computer servers or the subscriber's use of or the content of the World Wide Web or of any newsgroups or other communications passing through its systems. Moreover, FTC does not have the practical ability to monitor, review, or restrict access to content on FTC's servers prior to its transmission or to monitor all communications between parties. FTC believes such choices should generally be left to the individual customer. Software tools are available to screen a customer account's access to newsgroups and websites that might be considered offensive. It is the customer's responsibility to make use of such tools, if desired. The customer is responsible for and bears all risk associated with the accuracy, completeness, reliability or usefulness of any content available on or through the service and for all customer communications on the service.

Newsgroup postings and other e-mail messages sent via the service and the Internet are communications between the senders and consenting receivers thereof, and FTC has neither the authority nor the responsibility to regulate their content. The views and comments expressed by the senders of such postings or messages are solely those of their authors and do not reflect any review, approval or endorsement by FTC. FTC will, however, attempt to assist customers who continually receive e-mail they deem to be objectionable and/or unsolicited e-mail and notify it of the problem.

Likewise, FTC does not routinely monitor the activity of individual service accounts for violations of its usage policies or agreements, except when determining aggregate bandwidth consumption or when examining mail on FTC's own mail servers when allowed under law or as part of system maintenance or troubleshooting – i.e., when investigating e-mail delivery problems or pursuant to a valid state or federal civil or investigative demand. However, FTC will respond appropriately if it becomes aware of inappropriate use of its services.

FTC and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions, and content in order to, among other things, operate the service, identify violators and/or protect the network, the services and FTC's users, although they have no legal obligation to do so. FTC prefers to inform customers of inappropriate activities and give them a reasonable period of time in which to take corrective action or to resolve their differences with other customers without its intervention. However, if the services

are used in a way that FTC or its suppliers, in their sole discretion, believe violate its customer agreements, FTC or its suppliers may, without liability, take any responsive actions they deem appropriate under the circumstances, with or without notice to the customer, including, but not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the service. These actions are not exclusive remedies, and FTC may take any other legal or technical actions it deems appropriate, with or without prior notice to the customer.

Service Limitations

The Internet is an international computer network. The Internet is not owned, operated, or managed by, or in any way affiliated with FTC or any of FTC's affiliates. The service provides you access to information, communications, software, photos, video, graphics, music, sounds, services and other material located both on FTC's computer servers and on the Internet. FTC cannot and does not guarantee that the service will provide Internet access that is sufficient to meet your needs. Neither does FTC guarantee that FTC-provided equipment or Internet package software is suitable or fit for any particular purpose. Any defects in the equipment or software, including manufacture or design, are the sole responsibility of the manufacturer of the equipment or software under the manufacturer's warranties, and FTC shall have no liability to the customer for any loss, damage, injury or expense of any kind or nature related directly or indirectly to any such equipment, software or FTC service. Use of the service, equipment and the Internet is solely at the customer's own risk and is subject to all applicable local, state, national and international laws and regulations.

Further, FTC's services are subject to transmission limitations caused by atmospheric, topographical and any other like conditions. Additionally, services may be temporarily refused, limited, interrupted or curtailed due to government, regulations or orders, system capacity limitations, limitations imposed by an underlying communications carrier, or because of equipment modifications, upgrades, repairs or reallocations or other similar activities necessary or proper for the operation or improvement of FTC's Internet system. FTC shall in no event be liable for such service or equipment interruptions or delays in transmission, errors or defects in service or equipment when caused by acts of God, fire, war, riots, government authorities, default of supplier or other causes beyond its or any underlying communications carrier's control.

FTC's High-Speed Broadband service does not include local telephone service, and the service may not be shared by multi-residences, multi-businesses or by a residence or business that is not a part of the same household.

Unless otherwise authorized by FTC, you may not permit more than one high-speed Internet log-on session to be active at one time. A log-on session represents an active connection to your Internet access provider. The active session may be shared to connect multiple computers/devices within a single home or office location or within a single unit within a multiple dwelling unit (e.g., single apartment or office within an apartment or office complex) to your modem and/or router to access the service (including the establishment of a "WiFi" hotspot), but the service may only be used at (depending on the class of service ordered) the single home, office or commercial

location (e.g., restaurant or coffee shop) or single unit within a multiple dwelling unit for which service is provisioned by FTC, unless otherwise authorized by the company. You may not use a WiFi hotspot in violation of the terms of your use agreements or in a way that circumvents FTC's ability to provide service to another customer (e.g., you cannot use a WiFi hotspot to provide service outside your single home or commercial location or outside your single unit within a multiple dwelling unit, and you cannot resell service provided over a WiFi hotspot unless approved by FTC in writing).

You may not use more than one IP address for each log on session unless an advanced service allocating you more than one IP address has been purchased. Service may be used to host a server, personal or commercial, as long as such server is used pursuant to the terms and conditions applicable to the service, and not for any malicious purposes. You may not use the service for resale or license of any nature whatsoever without FTC's prior consent, which may be given or withheld in its sole discretion.

FTC also provides virus scanning and spam filtering services at no additional cost to the customer; however, spam filtering is never perfect, and some spam will slip through regardless of the filters in place. FTC offers three spam filtering level options to customers; customers are also allowed to set the level of spam detection and spam blocking they need. Spam detection levels may be set as high as 99.94%. FTC makes no representation or warranty that the use of its services will be spam-free or substantially spam-free. FTC has included additional information for using filter systems and protection from spam at www.farmerstel.com/docs/SpamFilter3-04.pdf.

FTC may make Personal Webpages available as an optional feature of its service. Use of the Personal Webpage service is limited to one File Transfer Protocol ("FTP") Personal Webpage site per customer. The FTP account will include up to twenty MB of server space. Server side executable programs are not permitted, customers may not share their passwords and FTC's name and trademark may not appear to endorse a Personal Webpage site. FTC reserves the right to limit usage on a customer's application for service, and it is not responsible for any revenue lost by a site being down.

Use of the Service

FTC grants a non-exclusive, non-transferable, limited license to customers to store documents on the FTC Internet World Wide Web server in accordance with the customer agreement. FTC will bill for usage in accordance with rate and prices published online or in the Price List at the time of use. Personal web space may not be used for commercial purposes. Commercial web space is available as an optional service. Customers are responsible for domain name registration with the appropriate organizations and/or authorities and for any associated fees charged heretofore. Provided however, that if selected as an optional service, FTC will register an available domain name on the customer's behalf and charge a registration fee and the initial term fee charged for owning the domain name. FTC charges an initial nonrecurring setup fee for adding the registered name on the FTC domain name server and a monthly recurring fee for each month the site is hosted.

As a condition of use of the service, customers must agree not to publish on or over the Internet content that violates or infringes upon the rights of any other person. If

FTC is challenged by any third party regarding the suitability of a customer's content, FTC may, at its sole discretion, delete the customer's content from the Internet service. Sending unsolicited e-mail advertising a service or website, newsgroup, etc. located or hosted within the service domain space or address space, or service otherwise associated with the service is also prohibited, regardless of e-mail point of origin. Additionally, using a FTC e-mail address or website address to collect responses from unsolicited e-mail is prohibited. Customers may not send unsolicited electronic mail to other FTC customers without FTC's explicit written permission for each instance of communication. Customers shall not knowingly collect or solicit personal information from a minor or use this service to harm a minor, including, but not limited to, using the service to send pornographic, obscene or profane materials involving a minor. A minor is defined as any person under eighteen (18) years of age.

FTC may also immediately terminate any account which it determines, in its sole discretion, is transmitting or is otherwise connected with any "spam" or other unsolicited bulk e-mail. If actual damages cannot be reasonably calculated or quantified, FTC may seek liquidated damages of five dollars (\$5.00) for each piece of "spam" or unsolicited bulk e-mail transmitted from or otherwise connected with your account.

FTC is not responsible for deleting or forwarding any e-mail sent to the wrong e-mail address by you or by someone else trying to send e-mail to you. FTC is also not responsible for forwarding email sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted or stored temporarily, at FTC's sole discretion. In the event that FTC believes, in its sole discretion, that any customer name, account name or e-mail address (collectively, an "identifier") on the service may be used for, or is being used for, any misleading, fraudulent or other improper or illegal purpose, FTC (i) reserves the right to block access to and prevent the use of any of these identifiers and (ii) may at any time require any customer to change his or her identifier. In addition, FTC may at any time reserve any identifiers on the service for its own purposes. If a service account is terminated for any reason, all e-mail associated with that account (and any secondary accounts) will be permanently deleted, as well.

The customer is solely responsible for any information that you or others publish or store on the Personal Webpages and is also responsible for ensuring that all content made available through the Personal Webpages is appropriate for those who may have access to it. You must take appropriate measures to prevent minors from receiving or accessing inappropriate content. FTC reserves the right to remove, block or refuse to post or store any information or materials, in whole or in part, that, in its sole discretion, it deems to be in violation of the "Content and Information Restrictions" section of this disclosure. As used herein, "material" refers to all forms of communications, including narrative descriptions, graphics (including photographs, illustrations, images, drawings, logos), executable programs and scripts, video recordings, and audio recordings. FTC may remove or block content contained on a customer's Personal Webpages and terminate the Personal Webpages and/or use of the service for violation of these provisions.

Customers may not, through action or inaction, allow the transmission of files that contain a virus or corrupted data. To protect our customers and the network, FTC may suspend and/or cancel a customer's account if it believes that the customer is transmitting a virus to other Internet users or FTC's network.

The customer does not own, nor have any rights, other than those expressly granted, to a particular IP address, even if you have ordered a static IP address. Neither does a customer have any proprietary right in the Internet access account IDs provided by FTC, by which the customer may use FTC's Internet system.

The customer is responsible for: (1) all access to and use or misuse of the service, even if the inappropriate activity was committed by a friend, family member, guest, customer, employee or any other person with access to your account or password(s), regardless of whether you authorized the use of the service; (2) ensuring that all end users, including WiFi users, comply with all terms of the FTC Acceptable Use Policy. You are solely responsible for obtaining sufficient identification of users of your WiFi network. You are responsible for any fees incurred for the service, or for software or other merchandise purchased through the service, or any other expenses incurred in accordance with FTC's applicable terms and conditions. Any use of the service other than as specified herein and under FTC's agreements with the customer may result in the immediate termination of the service and the imposition of any termination fees, without prejudice to any other rights and remedies available to FTC at law and at equity.

Prohibited Uses and Activities

FTC's agreement with the customer prohibits service uses and activities that are illegal, infringe on the rights of others or interfere with or diminish the use and enjoyment of the service by others. Prohibited uses and activities include, but are not limited to, using the service, customer equipment or FTC's equipment, either individually or in combination with one another, to:

Conduct and Information Restrictions

- undertake or accomplish any unlawful purpose, including, but not limited to, posting, storing, transmitting or disseminating information, data or material that is libelous, obscene, unlawful, threatening or defamatory, or which infringes on the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offense or otherwise violate any local, state or federal law, order, or regulation;
- post, store, send, transmit, or disseminate any information or material which a reasonable person could deem to be indecent, pornographic, harassing, threatening, hateful or intimidating;
- upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way information, software or other material obtained through the service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner, including, but not limited to, links to such material, serial or registration numbers for software programs or pirated copyrighted content, such as authorized copies of music, video or other media files, whether through Internet Relay Chat or file sharing programs or services;
- transmit unsolicited bulk or commercial messages, commonly known as "spam";
- send numerous copies of the same or substantially similar messages, empty messages or messages which contain no substantive content, or send very large messages or files that disrupt a server, account, newsgroup or chat service;
- initiate, perpetuate or in any way participate in any pyramid or other illegal scheme;
- participate in the collection of e-mail addresses, screen names, or other identifiers of others (without their prior consent), a practice sometimes known as "spidering" or

“harvesting,” or participate in the use of software (including “spyware”) designed to facilitate this activity;

- collect responses from unsolicited bulk messages;
- falsify, alter or remove message headers;
- falsify references to FTC or its network, by name or other identifier, in messages;
- impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”);
- violate the rules, regulations, or policies applicable to any network, server, computer database, or Web site that you access.

Technical Restrictions

Customers may not:

- attempt to interfere with or compromise the operation of FTC’ network in whole or part, to interfere with any of the equipment comprising the system, or to access other accounts or restricted areas of the system;
- access any other person’s computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;
- use or distribute tools or devices designed or used for compromising security, such as password guessing programs, decoders, password gatherers, unauthorized keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited;
- copy, distribute, or sublicense any software provided in connection with the service by FTC or any third party, except that you may make one copy of each software program for back-up purposes only;
- distribute programs that make unauthorized changes to software (“cracks”);
- use or run dedicated, stand-alone equipment or servers from the premises that provide network content or any other services to anyone outside of your premises local area network (“Premises LAN”), also commonly referred to as public services or servers. Examples of prohibited equipment and servers include, but are not limited to, e-mail, Web hosting, file sharing, and proxy services and servers;
- use or run programs from the premises that provide network content or any other services to anyone outside of your Premises LAN, except for personal and non-commercial residential use;
- service, alter, modify, or tamper with FTC’s equipment or service or permit any other person to do the same who is not authorized by FTC.

Network and Usage Restrictions

Customers shall not:

- restrict, inhibit, or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the service, including, without limitation, posting or transmitting any information or software which contains a worm,

- virus, lock, key, bomb, cancelbot or other harmful feature, or generating levels of traffic sufficient to impede others' ability to use, send, or retrieve information;
- restrict, inhibit, interfere with, or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the service or any FTC (or FTC supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any FTC (or FTC supplier) facilities used to deliver the service;
 - resell the service or otherwise make available to anyone outside the premises the ability to use the service (for example, through WiFi or other methods of networking), in whole or in part, directly or indirectly. The service is to be used for residential and small business purposes only. You agree not to use the service for operation as an Internet service provider or for any similar business purpose;
 - connect the FTC equipment to any computer outside of your premises;
 - interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;
 - access and use the service with anything other than a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not configure the service or any related equipment to access or use a static IP address or use any protocol other than DHCP, unless you are subject to a service plan that expressly permits you to do so.

FTC is committed to complying with U.S. copyright and related laws and requires all customers and users of the service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over, the service (or any part of the service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law.

Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements. It is FTC's policy, in accordance with the DMCA and other applicable laws, to reserve the right to terminate the service provided to any customer or user who is either found to infringe third party copyright or other intellectual property rights, including repeat infringers, or who FTC, in its sole discretion, believes is infringing these rights. FTC may terminate the service at any time with or without notice for any affected customer or user.

Copyright owners may report alleged infringements of their works that are stored on the service or on any Personal Web Features by sending FTC's authorized agent a notification of claimed infringement that satisfies the requirements of the DMCA. Upon FTC's receipt of a satisfactory notice of claimed infringement for these works, FTC will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the Service or the Personal WebFeatures or (ii) disable access to the work(s). FTC will also notify the affected customer or user of the service of the removal or disabling of access to the work(s).

Redress Options

Customers may contact FTC via e-mail at comments@farmerstel.com for technical support. Technical support is available twenty-four hours a day, seven days a week for Internet service at 1-866-698-0926.

FTC's Customer Service is available to resolve customer complaints and questions by e-mail at comments@farmerstel.com; by mail to FTC Telecommunications Cooperative, Inc., 144 McCurdy Avenue North, P.O. Box 217, Rainsville, Alabama 35986; and by telephone during the hours of 8:00 am to 5:00 pm Monday through Friday at the following locations:

Customer Service/General Repair – 256-638-2144 or 611 within service area
Rainsville – 256-638-2144
Geraldine – Highway 75 – 256-638-2144
Higdon – Highway 76 – 256-638-2144
Out of Area - 1-866-638-2144

IV. Blocking

FTC is committed to providing high-quality Internet access services and being a responsible member of the Internet Community, including adhering to the “net neutrality” rules set forth by Federal Communications Commission (FCC). With regard to the above-referenced Internet access services, FTC does not block lawful websites, applications, services or non-harmful devices, nor does it block applications that compete with FTC's voice services.

V. Discrimination

FTC does not unreasonably discriminate in transmitting lawful network traffic, including traffic provided by its subsidiaries or affiliates.