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## TERMS AND CONDITIONS

**1. Agreement.** Customer agrees to be bound by these terms and conditions, as well as any document referred to herein (collectively the “Agreement”), as part of the contract between Customer and Virginia Broadband, L.L.C. (“VABB”) for Internet Services. VABB reserves the right to change or modify this Agreement at any time by posting a revised and updated Agreement on VABB’s website at [www.vabb.com/terms](http://www.vabb.com/terms).

**2. Definitions.** For the purposes of this Agreement, the following terms are defined as such:

**2.1 Contract.** “Contract” refers to the contract between VABB and the Customer, as evidenced by the Contract page that Customer signed.

**2.2 Customer.** “Customer,” “You,” or “Your” all refer to the residential or commercial customers which contract with VABB for Services.

**2.3 Authorized User.** “Authorized User” is defined as follows:

**2.3.1 Residential Customers.** Any person within the physical household location of Services allowed by the Customer to use the Services is an Authorized User.

**2.3.2 Commercial Customers.** Any employee, agent, contractor, or other user allowed by Customer to use the Services is an Authorized User.

**2.4 User.** “User” refers to any user, aside from the Customer, who uses the Services from the Customer’s account, whether authorized or not.

**2.5 Parties.** “Parties” shall collectively refer to VABB and the Customer, and any third-party which has a legal interest that may arise under this Agreement.

**2.6 Premises.** The “Premises” is the physical address, as listed in the Contract as “Customer’s Address,” where the Services are installed. The Premises does not include adjacent apartments, residences, offices, or any type of space not associated with such address.

## **3. Services.**

**3.1 Agreement.** VABB shall provide wireless broadband Internet Services, together with additional services as contracted for, if any, (collectively, the “Services”) to the Customer upon the terms and conditions set forth in this Agreement.

**3.2 Best Effort.** VABB will provide best-effort Internet connections. “Best-Effort” as used herein is defined as Internet speeds normally remaining at the speeds advertised and contracted for between the Parties. Customer acknowledges that all Internet speeds are not guaranteed and will vary.

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3.3 Use of Services. By agreeing to this Agreement, Customer acknowledges and agrees to the following:

3.3.1 Residential Customers. You represent that you are at least 18 years of age. You agree that only devices physically located on the Premises and Authorized Users may use the Services.

3.3.2 Commercial Customer. The individual entering into this Agreement represents that he/she has the authority to enter into such an agreement on behalf of the Commercial Customer. You agree that only Authorized Users and devices physically located on your Premises may use the Services.

3.4 Compliance. Customer agrees that all uses of Services shall (a) comply with all of the terms of this Agreement, including these Terms and Conditions, and the Acceptable Use Policy; (b) comply with all applicable federal, state and local laws, rules and regulations; and (c) not use the Services in any manner to violate, infringe, or misappropriate any party's intellectual property or proprietary rights, including without limitation any copyright, trademark, trade secret, or patent rights of any party. Without limiting the foregoing, Customer agrees that when using the Services, Customer and all Users shall comply with all copyright laws, including without limitation the provisions of the Digital Millennium Copyright Act. If VABB becomes aware of alleged, actual, or apparent copyright infringement, VABB may take any action it deems necessary or appropriate, including without limitation any action permitted under copyright law, other applicable laws, and these Terms and Conditions, including, removing and/or blocking access to the allegedly infringing material, and terminating this Agreement.

3.5 Bandwidth Limits.

3.5.1 Bandwidth Consumption. Customer acknowledges and agrees that VABB shall have the right to monitor Customer's "bandwidth consumption" (i.e. aggregate volume of data that may be sent or received) at any time and on an on-going basis, and to limit excessive bandwidth consumption by Customer (as determined by VABB) by any means available to VABB, including suspension or termination of Services. VABB reserves the right to implement specific limits on the maximum amount of bandwidth consumption available to Customer per month – defined as 30 consecutive days, beginning on the first day of service for the level of Services subscribed for by Customer. If Customer exceeds the bandwidth consumption limits assigned to the level of Services for which Customer has subscribed in any month, VABB reserves the right to:

- (i) Limit bandwidth consumption by Customer in excess of such level by any means available to VABB, including to impose an additional "Overage Charges" as set forth at [www.vabb.com/AdditionalFees](http://www.vabb.com/AdditionalFees)
- (ii) Suspension of Services.
- (iii) Terminate services.

3.5.2 Bandwidth Overage Charges. Bandwidth overage charges will be assessed based on the prior month's usage activities and will be reflected as an amount due on the current month's invoice. Like with all other Charges, Bandwidth Overage Charges must be paid in accordance with the most up to date Terms and Conditions.

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3.6 Use of Services by Others. The Services, as well as any VABB Property or Marks (defined below) are intended for the sole use of Customer and Authorized Users. All other use, sharing and reoffering, and all resale of the Services, is expressly prohibited. Customer is responsible for compliance by all Users with the terms of this Agreement and agrees to ensure that only Authorized Users access the Services. Customer is, and shall be responsible, for any misuse of Services or breach of this Agreement by any and all Users.

3.7 Improper Use of Services. Any use of the Services other than as permitted in this Agreement or any use that violates the Acceptable Use Policy is unauthorized and a material breach of the Agreement, and may result in the immediate termination of the Services and the imposition of the Termination Charge and/or any other applicable charge, without prejudice to any rights and remedies available to VABB under this Agreement.

#### **4. Equipment.**

4.1 Customer Premise Equipment. VABB shall provide certain equipment necessary to access and utilize the Services to the Customer, including antenna, wiring, and VABB Base Station receiver (the “Customer Premise Equipment” or “CPE”). Customer is responsible, at its sole expense, for obtaining any equipment needed to connect to or use the Services including without limitation a personal computer, and for ensuring that such equipment complies with VABB’s minimum systems and compatibility requirements. The CPE, as well as any software or hardware contained therein, remains the sole property of VABB. Customer is responsible for any and all losses, repairs, or damages to the CPE following installation, regardless of cause. Customer agrees that the CPE shall remain at all times at the Customer’s Premises. Under no circumstances shall Customer remove, uninstall, modify, or change the location of any of the CPE, or attempt any of the foregoing actions. In addition to Customer’s indemnity obligations under Section 11 below, Customer forever waives and releases VABB and its employees, officers, agents, and representatives from and against any and all liability for any loss or damage (including death, bodily injury, and property damage) suffered or incurred by Customer or any other person as a result of any attempt by Customer, or any other person (except an employee or agent of VABB), to install, remove, uninstall, modify, or change the location of any of the CPE.

4.2 Access to Premises. Customer agrees to grant VABB, it’s employees, or any independent contractors assisting VABB, license to enter the Premises for any purposes related to this Agreement.

4.3 Installation Costs. The cost of installation (“Installation Costs”) covers standard installation of the CPE. If additional services or equipment are required in order to install the CPE, VABB shall have no obligation to perform or provide any such additional services or equipment and may terminate this Agreement immediately. If VABB performs or provides any additional services or equipment, Customer agrees to pay all charges, costs, charges, and expenses relating thereto, which shall be determined by the then-prevailing hourly rate for VABB technicians and/or the cost of the equipment provided (the “Additional Installation Costs”). (A full schedule of Additional Costs can be found at [www.vabb.com/AdditionalFees](http://www.vabb.com/AdditionalFees))

#### **5. Term of Services.**

5.1 Contract Term. Customer agrees to be bound by the Contract for the duration of the Contract Term. Any termination by Customer prior to the end of the Term, or any subsequent Renewal Term, is a breach of this Agreement and will result in the levying of an Early Termination Charge (defined

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below). Upon termination by Customer, VABB reserves the right to proceed against Customer for the breach by any means listed in the Agreement.

5.2 Renewal Term. At the conclusion of the Contract Term, VABB reserves the right to allow Customer to renew its Contract with VABB, for a period of time as agreed upon by the Parties.

5.3 Month-to-Month. After the expiration of the initial Contract Term, if the Parties have not agreed to a Renewal Term, this Agreement shall continue on a month-to-month basis until the customer contacts VABB to arrange termination and de-installation of the equipment. Termination shall be effective as of the date of notice received, in writing, by VABB.

## **6. Payment Terms.**

6.1 Charges. “Charges” include, without limitation, all charges, costs, charges, and expenses, including, but not limited to, Installation Costs, any Additional Installation Costs, the recurring monthly charge for the Services (the “Monthly Charge”), Early Termination Charges (defined below), Bandwidth Overage Charges (defined below), Reconnection Charges (defined below) and all applicable regulatory charges and taxes.

6.2 Payment. Customer agrees to make timely payments to VABB for all Charges due. All invoices are subject to payment in accordance with VABB’s prevailing terms and conditions as of the date of such invoice, without deduction or setoff of any kind, and payment must be received by VABB by the payment date set forth on the invoice. All customer payments must be made by credit or debit card unless VABB agrees in writing to an alternative form of payment. Customer agrees to allow VABB to process payment through Customer’s bank account associated with the credit or debit card provided to VABB. The Monthly Charge is due and payable in advance of each monthly billing period. All Charges are non-refundable. Customer’s first invoice will include Installation Costs and the Monthly Charge, and may include additional charges, such as an Additional Installation Charge.

6.3 Late Charge. Any invoice not paid when due shall have added to the unpaid balance thereof, on a monthly basis, a late charge equal to one and one-half percent (1.5%) of the outstanding balance (the “Late Charge”). Payments received by VABB from Customer will first be applied to any unpaid Late Charges and then applied to the oldest invoice. All prices and payment terms are subject to change without notice.

6.4 Early Termination Charge (“ETF”). In the event that Customer terminates this Agreement (or this Agreement is terminated by VABB for Cause pursuant to Section 8 below) prior to the expiration of the Contract Term or any Renewal Term, Customer agrees to pay VABB an early termination charge in the amount of \$199.00 as liquidated and agreed-upon damages. The ETF, together with any other Charges due from the Customer as of the effective date of such termination, shall be due and payable immediately by Customer. Customer agrees that the ETF is not a penalty, but is a reasonable approximation of damages as of the effective date of termination. Customer hereby waives any right to protest or challenge the enforceability of the ETF.

6.5 Collections Costs; Attorney’s Charges. In the event that VABB is required to bring any action or suit to recover any Charges and other sums owed by Customer, Customer agrees that it shall pay VABB’s reasonable attorneys’ charges and courts costs incurred in connection with such action or suit. Customer further agrees to pay all collection costs incurred by VABB in attempting to collect payment from Customer of any Charges owed under this Agreement.

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## **7. VABB Intellectual Property.**

**7.1 VABB Property.** The Services and CPE, together with any hardware or software provided by, or behalf of VABB, together with all intellectual property embodied, incorporated, or associated therein or therewith, and all information, documents and materials are owned or licensed by VABB (all of the foregoing, “VABB Intellectual Property”), and are protected by trademark, copyright or other intellectual property laws and international treaty provisions. Customer acknowledges and agrees that Customer is granted a limited, nontransferable, revocable license to use such VABB Property in connection with Customer’s use of the Services as necessary to access the Internet, provided that such use is in strict compliance with the terms of this Agreement.

**7.2 Marks.** All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively “Marks”) of VABB are and shall remain the exclusive property of VABB and nothing in this Agreement shall be construed to grant Customer the right or license to use any Marks.

**7.3 Unauthorized Use.** Any unauthorized use by Customer of any VABB Property or Marks shall constitute a breach of this Agreement entitling VABB to immediately terminate this Agreement in addition to all other remedies available at law or in equity (including, without limitation seeking injunctive relief). Customer agrees that under no circumstances shall it reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of any VABB Property or Marks.

## **8. Termination.**

**8.1 Termination Without Cause.** VABB may terminate this Agreement, and Customer’s use of the Services, for any reason whatsoever by providing Customer with thirty (30) days prior written notice of termination.

### **8.2 Termination with Cause.**

**8.2.1 With Cause with Cure Period.** If Customer breaches any term of this Agreement, and/or any provision of the Acceptable Use Policy, VABB may allow Customer a thirty (30) day period of time to cure such breach (the “Cure Period”). If VABB provides Customer with a Cure Period, VABB will send notice to Customer (i) detailing the specific breach and (ii) specifying the steps required to cure such breach. VABB reserves the absolute discretion to not allow Customer a Cure Period.

**8.2.2 With Cause without Cure Period.** VABB may immediately terminate this Agreement for cause without prior notice to Customer and without a Cure Period, if (a) Customer or any User breaches any of the provisions of this Agreement, and/or any provision of the Acceptable Use Policy; or (b) Customer becomes insolvent, executes an assignment for the benefit of its creditors, voluntarily files a petition in bankruptcy, or has a petition in bankruptcy filed against it under the United States bankruptcy laws.

**8.3 Following Termination.** Upon termination of this Agreement for any reason, whether with or without cause, Customer’s right to use the Services and the CPE shall automatically and immediately terminate and Customer agrees to (i) immediately cease, and ensure that all Users immediately cease, all use by all Users of the Services; (ii) immediately pay VABB all Charges due and outstanding as of

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the date of termination (including, if applicable, the ETF); and (iii) grant VABB, and VABB's authorized representatives, access to the Premises to remove and recover the CPE.

**8.4 Liquidated Damages.** Following the termination of this Agreement, if Customer fails to permit VABB access to the Premises to remove and retrieve the CPE, or otherwise fails to return any CPE to VABB within ten (10) business days of the effective date of termination of this Agreement, Customer agrees to pay VABB of Fifty Dollars (\$50) for each day thereafter that Customer retains possession of the CPE ("Liquidated Damages"). Customer agrees that the Liquidated Damages are not a penalty, but are a reasonable approximation of VABB's damages. Customer waives any right to protest or challenge the enforceability of the CPE Charge. In the event that any CPE is not returned in acceptable condition, Customer shall pay VABB all reasonable repair costs, or the cost of replacement.

**8.5 Reconnection.** If this Agreement is terminated for any reason, VABB may, in its sole discretion, agree to reconnect the Services to Customer upon Customer's payment of any outstanding Charges owed to VABB, including VABB's then-applicable reconnection charge as set forth at [www.vabb.com/AdditionalFees](http://www.vabb.com/AdditionalFees), and Customer's acknowledgement and agreement to the then-current Terms and Conditions.

**9. Security.** Customer is solely responsible for the security of, and any damage caused to, any device, equipment, or CPE that Customer chooses to connect to, or use in connection with, the Services, including any data stored thereon. VABB requires that any files or services Customer makes available for remote access to be protected with a password or other security device. Customer expressly assumes any and all risks relating to its use of the Services, including any and all risk of damage to any device, hardware, software or CPE, and any and all risks to the security and integrity of Customer and any Authorized User's communications, data, files and/or networks. Customer is responsible in all respects (including payment obligations) for all use of Customer's account, including under any screen name, user name or password by any person, and all use by others of Customer's account is subject to the terms hereof and the Acceptable Use Policy. For the purposes of this Agreement, all use of Customer's account, whether or not authorized by Customer, shall be deemed Customer's use. Customer shall be responsible for protecting the confidentiality of Customer's passwords, and for ensuring that all use of Customer's account complies fully with the provisions of this Agreement and the Acceptable Use Policy.

## **10. Warranties; Limitation of Liability.**

**10.1 DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR OWN RISK. VABB, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, DEALERS, DISTRIBUTORS, SUPPLIERS, LICENSORS, AND THIRD PARTY CONTENT PROVIDERS, AS WELL AS ITS SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, DEALERS, DISTRIBUTORS, SUPPLIERS, LICENSORS, AND THIRD PARTY CONTENT PROVIDERS (COLLECTIVELY "VABB'S PARTNERS") EXPRESSLY DISCLAIM ANY WARRANTY EITHER EXPRESSED OR IMPLIED. VABB'S PARTNERS EXPRESSLY DISCLAIM ANY WARRANTY THAT (A) THE SERVICES WILL OPERATE UNINTERRUPTED; (B) THE INTERNET CAN BE ACCESSED BY CUSTOMER AND AUTHORIZED USERS USING THE SERVICES AT ALL TIMES WITHOUT INTERRUPTION; AND (C) THE SERVICES WILL BE FREE FROM DEFECTS. THE SERVICES ARE PROVIDED ON AN "AS IS", "BEST EFFORT", AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR

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FITNESS FOR A PARTICULAR PURPOSE. ACCESS SPEEDS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY VABB'S PARTNERS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. VABB MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, CONTENT, ACCURACY, SECURITY, OR VALIDITY OF ANY INFORMATION AND/OR DATA ACCESSED USING THE SERVICES, OR RESIDING ON OR PASSING THROUGH ANY NETWORK. USE OF ANY INFORMATION OBTAINED FROM OR THROUGH SERVICES PROVIDED BY VABB IS AT CUSTOMER'S SOLE RISK. VABB, BEING NEITHER THE MANUFACTURER, A SUPPLIER, NOR A DEALER OF THE CPE, MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, TO ANYONE, AS TO THE FITNESS, MERCHANTABILITY, DESIGN, CONDITION, CAPACITY, PERFORMANCE OR ANY OTHER ASPECT OF ANY OF THE CPE OR ITS MATERIAL OR WORKMANSHIP. VABB FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR LOSS, DAMAGES, OR INJURY TO CUSTOMER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE CPE. THE CPE IS PROVIDED "AS IS".

10.2 LIMITATION OF LIABILITY. CUSTOMER ACKNOWLEDGES THAT VABB AND VABB'S PARTNERS ARE NOT AND SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY ERRORS OR INTERRUPTION IN THE SERVICES, WHETHER WITHIN OR OUTSIDE THE CONTROL OF VABB OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL VABB BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, FOR ANY FORM OF DAMAGES OR LOSSES (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES) ARISING OUT OF:

(A) CUSTOMER'S USE OF SERVICES, CPE, OR ANY OTHER VABB PROPERTY;

(A) CUSTOMER'S USE OF OR INABILITY TO ACCESS ANY PART OF THE INTERNET OR THE SERVICES;

(B) CUSTOMER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON, THROUGH, OR IN CONNECTION WITH THE SERVICES OR THE CPE;

(C) ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICES CAUSED BY THE CUSTOMER OR A THIRD PARTY'S NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE OF ANY NATURE WHATSOEVER; AND

(D) ANY INABILITY TO ACCESS ANY PART OF THE INTERNET OR SERVICES THAT IS NOT WITHIN THE COMPLETE CONTROL OF VABB, SUCH AS ACTS OF GOD, WAR, LABOR DISPUTES, EQUIPMENT SUPPLY SHORTAGES, OR INABILITY TO OBTAIN POWER. VABB IS NOT LIABLE FOR ANY LOST PROFITS OR LOST BUSINESS DURING SUCH AFFECTED PERIOD.

(E) ANY DAMAGE CAUSED TO ANY DEVICE, EQUIPMENT, OR CPE THAT CUSTOMER CHOOSES TO CONNECT TO, OR USE IN CONNECTION WITH, THE SERVICES,

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INCLUDING ANY DAMAGE TO, OR LOSS OF, DATA STORED THEREON. CUSTOMER UNDERSTANDS THAT THE SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS OUTSIDE OF THE DIRECT CONTROL OF VABB. UNDER NO CIRCUMSTANCES SHALL ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS.

10.2.1 DAMAGES. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN NO EVENT SHALL VABB'S LIABILITY TO CONSUMER FOR ANY CLAIM ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE SERVICES, AND/OR CUSTOMER OR ANY USER'S USE OF THE SERVICES, EXCEED THE TOTAL CHARGES PAID BY CUSTOMER TO VABB UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACT OR OMISSION GIVING RISE TO SUCH LIABILITY.

**11. Indemnification.** Customer shall defend, indemnify, and hold VABB harmless from and against any and all demands, claims, causes of actions, losses, damages, liabilities, charges and expenses suffered or incurred by VABB (including attorney's charges, court costs and other expenses) resulting from, arising out of, or in connection with any breach or violation by Customer or any User of any of the terms of this Agreement, and/or Customer or any User's use of Services.

**12. Resolving Disputes.** In order to expedite and control the cost of disputes, Customer agrees that any dispute, claim, or other matter in question, including, but not limited to, any legal or equitable claim (collectively "Disputes") relating to this Agreement and any addendum thereto will be resolved as follows:

12.1 Dispute Resolution. To the fullest extent permitted by law, the parties agree that any suit, action or other proceedings brought to enforce any right or obligation under this Agreement, or to resolve any Disputes or matter whatsoever between or involving the Parties hereto, shall be subject only to the jurisdiction of the courts of Culpeper County, Virginia, to which courts Customer hereby consents to personal jurisdiction. Provided, however, Customer shall first give to VABB ninety (90) days written notice of any and all claims prior to Customer instituting legal or other proceedings against VABB. Such notice shall be deemed jurisdictional before Customer may initiate proceedings.

12.2 Arbitration. Notwithstanding anything to the contrary, including without limitation the preceding paragraph 12.1, VABB, at its sole election and to the extent permitted by law, may: (1) either proceed in court or initiate arbitration proceedings to resolve (i) any Disputes between or involving the parties, (ii) any matter pertaining to Customer's Dispute with VABB or (iii) any Disputes involving this Agreement or its enforcement; or (2) upon receipt of notice from Customer required in the preceding paragraph 12.1, require by written demand to Customer that it not proceed in court but rather submit for arbitration (i) any dispute between or involving the Parties, (ii) any matter pertaining to Customer's dealings with VABB or (iii) any Dispute involving this Agreement or its enforcement. In the event of arbitration, the rules of the American Arbitration Association shall be utilized or the rules of a similar organization if the American Arbitration Association is not conducting business or no longer in existence. The parties shall bear equally all costs and charges of arbitration. In no event shall Company be deemed to have waived its right under this provision to initiate or require arbitration proceedings.



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**13. Notices; Facsimile Signatures.** Notices to you will be deemed given when addressed to you at your last known address and deposited in the U.S. Mail (the costs of which may be included on your billing invoice), sent electronically to your last known email address, or delivered telephonically, deemed given when a message is left at the phone number on your account. Your notices to VABB will be deemed given when VABB receives them at VABB's then current address or phone number. The now current address and phone number is:

Virginia Broadband, L.L.C.  
14115 Lovers Lane, Suite 135  
Culpeper, VA 22701  
(540) 829-1700

**14. Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, and be enforceable by, the Parties and their successors and permitted assigns.

**15. Assignments.** Customer shall not assign this Agreement, or any of its rights hereunder, without the prior written consent of VABB, which consent VABB may withhold in its absolute discretion. VABB may assign, pledge, or transfer this agreement, your account, or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to VABB in accordance with your billing statement.

**16. Severability.** If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable, all other provisions hereof shall nevertheless continue in full effect.

**17. Enforcement.** VABB has the discretion to enforce or decline to enforce any or all of the portions of the Agreement. VABB is under no duty to explain or comment on such discretion. VABB is neither liable for nor forfeits any right or discretion based on the enforcement, non-enforcement or consistency of enforcement of these terms.

**18. Waiver.** No waiver or failure by either party to exercise any option, right, or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same on any other occasion or of any other option, right, or privilege.

**19. Modification.** These Terms and Conditions and the terms of the Acceptable Use Policy may be modified at any time hereafter by VABB. VABB shall post updates to the Terms and Conditions, Acceptable Use Policy, or any other document referenced herein at [www.vabb.com/terms](http://www.vabb.com/terms) or by notice via email or postal mail. Customer's continued use of Services following such modifications shall irrevocably constitute acceptance of all of such modifications.

**20. Entire Agreement.** This Agreement, the Contract, these Terms and Conditions, and the Acceptable Use Policy, sets forth the parties' entire agreement and understanding concerning the Services and supersedes all prior negotiations and all other agreements between the parties, whether electronic, written or oral. The captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning. Customer agrees that any provisions of this Agreement which by their nature shall survive any termination of this Agreement shall do so.

\*\*\*\*\* END Terms and Conditions \*\*\*\*\*

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# ACCEPTABLE USE POLICY

This Acceptable Use Policy (this “Policy”), as may be amended from time to time, describes specific actions that are prohibited by VABB and applies to all Users of any part of the Services, without exception. Defined terms used in this Acceptable Use Policy, but not otherwise defined, shall have the meanings ascribed thereto in the Terms and Conditions of the Customer’s Agreement with VABB. VABB reserves the right to modify the terms of this Policy at any time and from time to time. The current version of this Policy will be posted on VABB’s website at [www.vabb.com/terms](http://www.vabb.com/terms) .

Users shall not use VABB Property, Marks, or the Services:

- To monitor data on any network or system without the prior explicit authorization of the administrator of that system or network.
- To interfere with the service of any user, host, or network, including deliberate attempts to overload a server, network connected device or network component.
- To send unsolicited, mass electronic mail messages to one or more recipients or systems (“Spamming”). Any electronic messages, which are sent in an unsolicited manner to ten (10) or more recipients, or any series of unsolicited electronic messages to a single user, qualifies as Spamming.
- In violation of any local, state, or federal laws, including without limitation, uploading, downloading, posting, distributing or facilitating the distribution of any material in any chat room, message board, newsgroup or similar interactive medium that:
  1. Constitutes an unauthorized reproduction or display of copyrighted or other protected materials, or otherwise violates copyright or intellectual property laws;
  2. Violates U.S. export control laws;
  3. Is threatening, abusive, harassing, obscene, defamatory, libelous, deceptive, fraudulent or invasive of another’s privacy;
  4. Encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law or regulation.
- For the operation of an Internet Service or Service Bureau or any other operation that allows for the use, sharing, and/or resale of VABB Property, Marks, or Services.
- To probe hosts or networks without the prior explicit authorization of the administrator of those systems.
- To breach the security of a host, network component or authentication system without the prior explicit authorization of the administrator of those systems.
- To originate malformed data or network traffic that results in damage to, or disruption of, a service or network connected device.
- To forge data with the intent to misrepresent the origination user or source.
- To forge electronic mail headers (including any portion of the IP packet header and/or electronic mail address), or any other method used to forge, disguise, or conceal the user’s identity when using the Services (“Spoofing”).
- To use another Internet user’s electronic mail server to relay electronic mail without the prior explicit authorization from that third party (“Email Relay”).
- To conceal, forge or otherwise falsify User’s identity in connection with any Services, or present a false identity to VABB when signing up for any Services.

\*\*\*\*\* END Acceptable Use Policy \*\*\*\*\*