

F. **Attorney Fees / Collections** – Hargray is entitled to recover from Customer any and all legal fees and other expenses, including, without limitation, collection fees, incurred to enforce the Agreement, collect any monies due hereunder or collect damages for breach hereof.

3. MISCELLANEOUS

A. **Agreement Modifications** – Hargray may modify this Agreement prospectively, and such change(s) shall take effect at the earlier of when notice is mailed/mailed to Customer or posted on Hargray's website (which Customer hereby agrees to review periodically for such changes). If Customer notifies Hargray, within 15 days notice of such change, that any such material change is unacceptable, and Hargray thereafter declines to waive such change, then Customer may terminate the applicable Services. (Note: Upon termination, Customer will be responsible for any applicable installation or early termination fee in accordance with subsection C of Section 1, which is titled Term.) Customer's failure to provide such notice constitutes an acceptance of the applicable changes.

B. **Special Information for Long Distance Customers** – Additional terms and conditions and eligibility requirements apply to Hargray's "Unlimited" Long Distance calling plans; please see additional Hargray materials for details. Customer may not use such Services to place calls to online services, or Internet access services, nor for any services that do not involve a person-to-person conversation or voice messages. Such plans are not available to customers with an account billing to another number or receiving charges billed from another number. Hargray's "Unlimited" Long Distance plan usage does not include multi-party conference calls, calls to 900 numbers, chat lines, porn lines, directory assistance, calling card, operator services, International calling or toll-free calling services. If Hargray determines, in its sole discretion, that usage is not constant with typical residential customer usage, then Hargray may charge Customer an additional fee per month or move Customer to an alternative plan at Hargray's sole discretion. Call detail is not available with this plan.

C. **Customer Compliance** – Customer will comply with all applicable laws and regulations in using the Services and Equipment. Hargray may terminate a Service without notice and without further liability if ordered to cease providing by a court or government agency, if a legal order or ruling may materially impact Hargray's ability to economically provide such Service, or if providing such Service would result in a violation of the law.

D. **Fraud; Unauthorized Access** – Customer is solely responsible for usage charges incurred from unauthorized use of Equipment, Customer facilities or Services, including, without limitation, placement of calls through the Services or the ordering of video-on-demand or pay-per-view services. Hargray will not be liable for protection of Customer's transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft, or destruction of Customer's data files, programs or information through fraudulent means or devices. Hargray may in its sole discretion deactivate Customer's Service if Hargray reasonably believes such Service is the subject of suspected theft or fraud. Customer will be

solely liable and Hargray will have no responsibility for any actions, including without limitation, any misuse or inappropriate activity taken with respect to any of Equipment or Services.

E. **Username, Passwords, Monitoring and IP Addresses** – Customer may receive a username, password and account designation from Hargray for certain Services. Customer must keep such information confidential. Customer must notify Hargray immediately upon discovering unauthorized use of password-protected Services. Hargray may change its network configuration at any time and without notice. Hargray may restrict use of certain Service access points or direct Customers to use certain Service access points. Any usernames, passwords, Internet addresses and email addresses Hargray distributes to Customer are Hargray's property and Hargray may alter or replace them at any time without notice and/or compensation. Hargray has no obligation to monitor the Services, but may do so and disclose information regarding the use of the Services if, in Hargray's sole discretion, we believe it is reasonable to do so for reasons including, without limitation, to satisfy legal or governmental requirements or requests, properly operate the Services or to protect Hargray or our customers. Hargray may immediately remove Customer material from Hargray's resources if Hargray, in its sole discretion, determines it infringes or interferes with the Services or another person's rights. Hargray may provide Customer with dynamic Internet protocol ("IP") address(es) that change over time. Customer will not modify, or tamper with, their or any other IP address. Customer will not use any means to associate a host name with a dynamic IP address for any commercial purpose. Customer will not use any software on or in conjunction with any computer network device connected to the Service that provides for a static IP address.

F. **Assignment / Third-Party Beneficiary** – Customer has no right to and will not assign this Agreement without Hargray's prior written consent. There are no third-party beneficiaries to the Agreement.

G. **Severability** – If any part of this Agreement is determined to be unenforceable, the remainder of the Agreement will remain in full force and effect.

H. **Waiver** – Except as otherwise expressly set forth herein, no sales associate, account executive, installer, technician or similarly situated individual may alter or vary this Agreement. Any failure by Hargray to give notice of default or to enforce any part of this agreement will not constitute a waiver of any kind, and the Agreement shall remain in full force and effect.

I. **Governing Law** – This Agreement and all matters arising out of or in connection thereto will be governed by the laws of South Carolina, without regard to conflicts of law provisions. The federal and state courts of South Carolina will have exclusive jurisdiction over all disputes arising under or in connection to this Agreement and Customer consents to the personal jurisdiction of those courts. ADDITIONALLY, CUSTOMER HEREBY WAIVES ANY RIGHT TO A JURY TRIAL.

4. DISCLAIMER; LIABILITY LIMITATIONS

A. **Services and Equipment** – SERVICES AND EQUIPMENT ARE PROVIDED "AS IS." HARGRAY DOES NOT WARRANT THAT SERVICES WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. HARGRAY MAKES NO EXPRESS WARRANTIES REGARDING SERVICES OR EQUIPMENT AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, HARGRAY DOES NOT WARRANT ANY MINIMUM LEVEL OF SPEED FOR DATA SERVICES; ACTUAL SPEEDS MAY VARY.

B. **Damages** – TO THE EXTENT PERMITTED BY LAW, NEITHER HARGRAY NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF SERVICES OR EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HARGRAY'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF A SERVICE OR EQUIPMENT OR ANY HARGRAY BREACH, WILL BE CUSTOMER'S RIGHT TO TERMINATE THE SERVICE OR OBTAIN REPLACEMENT OR REPAIR OF DEFECTIVE EQUIPMENT. TO THE EXTENT CUSTOMER IS ENTITLED TO MONEY DAMAGES AS A MATTER OF LAW, NOTWITHSTANDING THE PRIOR LIMITATIONS AND EXCLUSIONS IN THIS SECTION, HARGRAY'S CUMULATIVE LIABILITY WILL NOT EXCEED CUSTOMERS PROPORTIONATE FIXED MONTHLY CHARGES FOR THE PERIOD DURING WHICH ANY MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR, DEFECT IN SERVICES OR EQUIPMENT OR ANY OTHER EVENT OR ACTION GIVING RISE TO A CLAIM OCCURS.

C. **Third Parties** – HARGRAY DOES NOT CONTROL THIRD-PARTY MATERIALS AVAILABLE THROUGH THE SERVICES, AND WILL HAVE NO LIABILITY RELATED THERETO. CUSTOMER IS SOLELY RESPONSIBLE FOR USE OF THE SERVICES AND FOR EVALUATING THE ACCURACY, COMPLETENESS AND USEFULNESS OF SERVICES, PRODUCTS AND INFORMATION PROVIDED THROUGH THE SERVICES.

D. **Billing Disputes** – ANY BILLING DISPUTE MUST BE MADE WITHIN SIXTY (60) DAYS OF THE BILLING DATE, AND CUSTOMER HEREBY WAIVES ANY AND ALL RIGHTS TO CONTEST ANY CHARGE TO THE EXTENT THEY ARE NOT DISPUTED WITHIN SUCH TIMEFRAME, AND FURTHER AGREES TO PROMPTLY PAY SUCH CHARGE.

E. **Force Majeure** – NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, HARGRAY WILL NOT BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY FAILURE OR DELAY IF DUE TO ANY CAUSE OR CAUSES BEYOND THE REASONABLE CONTROL OF HARGRAY, INCLUDING, BUT NOT LIMITED TO, FIRE, EXPLOSION, FAILURE OF THE INTERNET OR OF THIRD PARTIES, FAILURE OR LACK OF ACCESS TO TRANSPORT NETWORKS OR POLES, VANDALISM, CABLE CUTS, WEATHER EVENTS, LIGHTING, ACTS OF GOD, ANY GOVERNMENTAL ACTION OR ANY NATIONAL EMERGENCIES, INSURRECTIONS, RIOTS, WARS, STRIKES OR OTHER LABOR DIFFICULTIES, SUPPLIER OR THIRD-PARTY FAILURES OR SHORTAGES.



Hargray Communications Group, Inc. | P.O. Box 5986
856 William Hilton Parkway | Hilton Head Island, SC 29938

GENERAL RESIDENTIAL TERMS & CONDITIONS

Thank you for choosing Hargray Communications as your telecommunications provider.

Hargray Communications is happy to answer any and all questions you may have regarding these Terms & Conditions. You may reach Hargray by any of the following methods:

Phone: 1-877-HARGRAY (427-4729)
Live Chat: www2.hargray.com/live-chat
Mail: Hargray Communications Group, Inc.
P.O. Box 5986
Hilton Head Island, SC 29938
Retail Stores: Bluffton
Belfair Towne Village Unit #65
Bluffton, SC 29910
(843) 815-1600
Beaufort
60 Robert Smalls Pkwy
Beaufort, SC 29902
(843) 379-9000
Website: www.hargray.com

Please carefully read through the following information as it defines the legal relationship between you and Hargray as of the date of your initial service order. (Note: If you are an existing Customer, the terms and conditions herein shall be effective upon mailing date.) New Customers who do not agree to these terms may, within 5 days of the date you placed your order, cancel your order by contacting Hargray at the locations or numbers specified above.

For purposes of this General Residential Terms & Conditions (the "Agreement"), the "Customer" refers to you, the Hargray subscriber, and "Hargray" refers to Hargray Communications Group, Inc. and any of its affiliates and third-party partners.

At the time of your order for Services, whether by phone, online or at a retail store, you may have been provided a promotional offer (the "Promotion"). The terms of such Promotion shall, along with this Agreement, collectively provide the entire Terms and Conditions with respect to your residential services from Hargray. Unless otherwise expressly set forth herein, in the event that the terms and conditions of the Promotion (or any other agreement entered into between you and Hargray) differ from that of this Agreement, the terms and

conditions of this Agreement shall govern the relationship between you and Hargray and supersede any other terms, conditions or contracts entered into by you with respect to such Services.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THIS AGREEMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH HARGRAY IS PROVIDING ITS SERVICES AND EQUIPMENT TO YOU. BY USING OUR SERVICES AND/OR EQUIPMENT, YOU ACKNOWLEDGE AND ACCEPT THIS AGREEMENT IN ITS ENTIRETY AND, AS A RESULT, THE TERMS AND CONDITIONS HEREIN WILL BECOME LEGALLY BINDING. PLEASE NOTE THAT THE TERMS AND CONDITIONS CONTAIN A WAIVER OF RIGHT TO JURY TRIAL [SECTION 3(f)] AND A DISCLAIMER OF WARRANTIES [SECTION 4]. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THIS AGREEMENT REPLACES AND SUPERSEDES ANY AND ALL PRIOR HARGRAY RESIDENTIAL SERVICE AGREEMENTS OF ANY KIND. IF YOU ARE AN EXISTING CUSTOMER AND DO NOT WISH TO ACCEPT THIS AGREEMENT, YOU MUST NOTIFY HARGRAY WITHIN 15 DAYS OF THIS AGREEMENT'S MAILING. UPON SUCH NOTIFICATION AND VERIFICATION OF A PREVIOUS RESIDENTIAL SERVICE AGREEMENT, WE WILL, AT OUR DISCRETION, ALLOW YOU TO RECEIVE YOUR SERVICES UNDER THE PREVIOUS AGREEMENT OR CANCEL YOUR SERVICE.

1. THE HARGRAY SERVICE

A. Services Defined – The term “Services” shall mean any telecommunications, broadband, Internet, video and any related services provided to you by Hargray (whether subscription, pay-per-view, on-demand or otherwise) now or in the future.

B. Minimum Commitment – The minimum service period (“Minimum Service Period”) is the longer of (a) any minimum term established in connection with a Promotion or (b) 30 days. Any termination or cancellation by Customer prior to the Minimum Service Period will still obligate Customer to pay for such terminated or cancelled Service(s) for the full Minimum Service Period.

C. Term – The term of this Agreement shall extend for as long as Services are being provided to Customer, or, if longer, for such time as Customer has Hargray Equipment in its possession. After the Minimum Service Period elapses, either party can terminate such Service(s) by giving the other party at least seven (7) days notice (or greater if required by law). Notwithstanding anything to the contrary in this Agreement, if Customer terminates All Service(s) for any reason prior to the 12 month (365 days) anniversary of the initial installation date for the Service (“Early Termination”), Customer will be liable for and agrees to pay immediately, in full, the greater of (a) a ninety nine dollar (\$99) installation fee (unless such fee is covered by Tariff or has already been paid by Customer) for such Service or (b) the early termination fee, if any, established at the time of order with respect to a Promotion. The parties hereto understand and agree that the actual damages Hargray will suffer as a result of Early Termination will be difficult to determine. Therefore, the foregoing fee shall be regarded as liquidated damages and not as a penalty of any kind. Upon termination, it shall be the Customer's responsibility to return any and all Hargray Equipment and Customer agrees to be billed for Services until said Equipment is returned.

D. Programming Availability – Certain Services, including, without limitation, some subscription Services, sporting events and broadcast network services may be blocked out in your area. You may not circumvent or attempt to circumvent these blackouts; if you do, you may be subject to legal action. You must be at least 18 years of age to order and receive adult services. It is the Customer's responsibility to impose any and all viewing restrictions on other family members or guests. Hargray is not responsible for, nor liable to you or anyone else, for the content or information distributed through the Services.

Licenses and Title – Hargray grants to Customer a non-exclusive and non-transferable license to install and use Hargray-provided software, if any, (including third-party software) and associated documentation (“Licensed Programs”) solely as necessary to access and utilize the Services. All rights, title, and interest in and to the Licensed Programs, including intellectual property rights, are and will remain with Hargray and its licensors. Customer will not decompile, reverse engineer, distribute, export or otherwise dispose of Licensed Programs or any part thereof. Customer will comply with all license requirements associated with Licensed Programs. Customer will not resell any Services to any third party. Furthermore, all title, copyrights, trademarks and other intellectual property rights relating to the Services, including, without limitation, video content, are owned by Hargray or its suppliers or licensors or otherwise by the owners of such material, and any copying, redistribution, reselling or publication of any part of the Services without Hargray's express written consent is prohibited.

Acceptable Use – All Services and video programming content will be utilized solely for Customer's personal, non-commercial use and will not be duplicated except in compliance with applicable law and with Hargray's express written consent. Customer shall take reasonable steps to ensure that no Services are made available to the public, commercial establishments or other residential locations. In addition, if it is found that Service(s) have been made available to the public, commercial establishments or other residential locations, and you have not taken reasonable steps to prevent the disclosures, Hargray shall have an absolute right to disconnect your Services and may charge you the difference between the price actually paid by you for the Services and the full applicable rate of the Services you allowed to be made available to the public, commercial establishments or other residential locations. In addition, Customer will comply with any applicable Hargray Acceptable Use Policies (“AUP”) that are posted on the Internet and accessible through www.Hargray.com. Hargray may change such AUP at any time without prior notice to Customer, and such change will be effective upon Hargray's posting on the Internet. Hargray may terminate Service if Customer breaches any AUP.

Indemnification – Subject to the terms and conditions set forth in this Agreement, the Customer shall Indemnify, defend, and hold harmless Hargray, Hargray's officers, directors, employees, agents, successors and assigns, and Hargray affiliates from and against any claim, suit, action or proceeding that is brought and all related losses that are incurred, arising out of or resulting from Customer's breach of any representation, warranty or obligation arising in this subsection D.

E. Outages – Hargray may provide Services using fiber optic facilities, which increase quality and facilitates other advanced services such as video and ultra high speed Internet. This technology requires electrical power and may have a battery back-up, but, in the event of a power outage or failure of the back-up, telephone service (and certain services reliant on telephone services, including, without limitation, Enhanced 911 services and alarm monitoring services) may be unavailable or may not function properly until power is restored. 911 calls may also not be completed if a problem exists with network facilities or network congestion. HARGRAY WILL HAVE NO RESPONSIBILITY OR LIABILITY TO CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH OR FOR RESPONDING TO 911 OR OTHER EMERGENCY REFERRAL CALLS. IN ADDITION, HARGRAY WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911, FAILURE OR IMPROPER FUNCTIONING OF ALARM MONITORING SERVICES AND/OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. FURTHERMORE, CUSTOMER RELEASES, AND WILL INDEMNIFY, HARGRAY FROM ALL DAMAGES AND CLAIMS RESULTING FROM THE FOREGOING.

F. Programming Modification – Hargray, in its sole discretion, may at any time add, delete, rearrange, alter or change any and all programming and Services, including, without limitation, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, subject to applicable law.

G. Changes in Service – Unless inconsistent with your Promotion then in effect, you may change your subscription to our Services at any time by contacting us. Any change to your Service will not in any way alter or vary the Terms and Conditions of this Agreement.

H. Installation; Repair; Access – Customer will take all reasonable actions that Hargray requests to facilitate installation, maintenance and repair of Services, including, without limitation, providing necessary information and premises access. Customer will permit Hargray to enter Customer's home and property at reasonable times to install, connect, disconnect, repair or inspect the Equipment used for a Service. Hargray shall not be liable for any damage, loss, or destruction to Customer's home or equipment during installation or repair. Hargray will have no liability for installation delays. Standard Installation refers to the collection of actions that must be performed to provide Services to Customer. Standard Installation includes providing service to the outside of Customer's property, the activation of up to nine (9) existing jacks within Customer's home, and the wiring and creation of up to one (1) new jack within Customer's home. Standard installation does not include running cable or wiring through interior walls. Additional charges may be incurred for work outside the scope of Standard Installation. Customer will not extend cable or wires beyond its configuration at installation by Hargray, or attempt to connect any additional equipment to the cable, or allow third parties to attach to the cable, wiring, or equipment in any way. Customer will provide adequate electrical power, suitable cable access routes, and suitable environment and space for Equipment. All computer, phone and video end user equipment and any home networking is Customer's sole responsibility unless Hargray otherwise agrees. If additional technician visits are required for problems found beyond Hargray's facilities

demarcation point or due to a Customer delay, equipment or facilities, Customer will pay, upon invoice, a service charge for the additional work and time required by Hargray.

2. FEES; PAYMENT

A. Payment – Customer will pay all amounts billed for Services by the due date set forth on each bill. If Customer leases equipment from Hargray, additional monthly charges will apply. Hargray may change the amount of the standard monthly fee or the equipment rental fee upon 30 days written notice. To the maximum extent permitted by law, if Customer does not pay any amounts when due, then Hargray may discontinue Service without notice and/or impose late charges reasonably designated by Hargray, including, without limitation, a flat fee or a charge of 1.5% per month or, if lower, the highest monthly rate permitted by law.

B. Pricing – Except as otherwise established with respect to a Promotion ordered by Customer, pricing is in accordance with Hargray's then-current pricing structure, which may change from time to time, and is available at Hargray's business offices. Unless Hargray otherwise agrees in writing, or pursuant to a Promotion ordered by Customer, pricing is subject to change upon notice to Customer. Unless Hargray otherwise specifies at the time of order, Customer's liability for Service charges begins upon installation. Customer will also pay all applicable federal, state and local use, sales and other taxes and similar liabilities (including, without limitation, franchise fees, subscriber line and universal service charges, copyright fees and any other regulatory related fees) and any presubscribed interexchange carrier charges, whether charged against Hargray or Customer.

C. Advanced Billing – Hargray may bill Customer monthly in advance for services to be received, plus pro-rata charges, if any, for periods not previously billed. Customer will be billed monthly in arrears for Pay-Per-View, On Demand, Long Distance, Operator Services or other services ordered where charges are based on actual usage or on orders placed during the previous billing month.

D. Deposit – Customer authorizes Hargray to check Customer's credit and provide and exchange such credit information with any credit bureau. Hargray may require a reasonable deposit to initiate or continue Service, and Customer will promptly pay such deposit as and when requested by Hargray.

E. Billing Errors – You must notify Hargray of any and all billing errors within thirty (30) days of receipt of bill. If you fail to provide such notice, then you will be liable for full payment and be deemed to have accepted all charges on your bill and will have waived any right to a refund/credit. You may not settle any amounts owed or billed by writing “paid in full” or similar language on your bill or check. Acceptance of a check with “paid in full” or similar language written on it will not be considered a waiver of any unpaid amounts, and will instead be treated as a partial payment.