



## Service Terms And Conditions Of Service

### I. GENERAL TERMS

These Terms and Conditions of Services govern all services provided by Planters Rural Telephone Cooperative (“Planters”). When you, the Customer, purchase any of the **Planters** services (individually referred to as “Service” or collectively as “Services”), you agree to these Terms and Conditions of Service located at **Planters’** website, [www.planters.net](http://www.planters.net), and incorporated herein by reference. Other restrictions, terms and conditions for the individual Services may also apply.

**Planters**, itself or through its subsidiaries or affiliates, offers each of the following Services subject to these Terms and Conditions of Service:

Telephone Service

Broadband Internet

Web Hosting

Bundled Services: (packages can include combinations of Telephone, Broadband Internet & Long Distance)

- \* These Terms and Conditions of Service are also available in paper form upon written request to: Planters Rural Telephone Cooperative  
ATTN: Customer Service  
P.O. Box 8  
Newington, GA 30446

#### a. Service Contracts/Entire Agreement

Your use of Planters Services is construed as your service agreement for each individual Service (“Service Contract”), these Terms and Conditions of Service, any additional Terms, Policies, or Tariffs for the individual Services and the rates for the Services as provided to you upon request, constitute the entire agreement between you as the Customer, and **Planters** and its affiliates (“Agreement”) for the purchase of the Services from **Planters**.

This Agreement is binding upon you, the Customer, and governs your use of **Planters'** services, superseding any prior agreements between you and **Planters** and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon **Planters** unless and until posted.

**b. Other Terms and Policies Incorporated Herein By Reference**

These Terms and Conditions of Service include, and incorporate herein by reference, all additional Terms, Policies and Tariffs for each of the individual services offered by **Planters**. Notwithstanding the foregoing, nothing herein these Terms and Conditions are intended to contradict or supersede any terms, conditions or rates prescribed via tariff for any individual service.

**c. Fees and Charges**

You agree to pay all charges and fees associated with the use of the Services offered by **Planters**, which charges may include, without limitation, monthly service fees, charges for the use of **Planters'** equipment, installation charges, charges for service calls and other charges. An equipment deposit may be required. **Planters** shall have the right to change the amount of fees and charges from time to time at its discretion and upon reasonable advance notice. Monthly service, equipment and other fees shall be payable monthly in advance. Installation and other charges will be billed according to our then current billing policies. Your **Planters** invoice may also contain charges for other services provided by us or our subsidiaries or affiliates, Planters Net and/or Planters Long Distance. If we receive partial payment of any such invoices, we will apply such payment in the amounts and proportions to the outstanding charges as we determine. Our acceptance of any partial payment by you does not mean that we waive our rights to collect the full balance owed to us. Charges do not include FCC or regulatory charges or federal, state and local taxes.

**d. Taxes**

You are responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service. Such amounts are in addition to payment for the Service. If you are exempt from payment of such taxes, you shall provide **Planters** with an original certificate that satisfies the applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date **Planters** receives such certificate.

**e. Termination/Discontinuance of Service**

**Planters** reserves the right to suspend or discontinue providing its Services generally, or to terminate your Service, at any time in its sole discretion. If **Planters** discontinues providing its Services generally, or terminates your Service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your Service is terminated for any stated reason, including without limitation violation of your Agreement, including these Terms and Conditions, or because of any improper use of the Service (such as, but not limited to, your attempts to disrupt or misuse the Service or your acts or omissions that violate any acceptable use policy of **Planters** or of a third party provider to which **Planters** is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, disconnect fees, and equipment charges as set forth herein these Terms and Conditions, all of which immediately become due and payable. Other fees may also apply.

**f. Disconnect Fees**

In addition, labor charges and/or service order charges may be incurred if any on-premises or central office work is performed to restore any of the services offered by **Planters** where such services are disconnected for non-payment, which may, in whole or in part, appear in applicable tariffs or price sheets.

**g. Miscellaneous**

All services are not available in all areas. A credit check is required for new customers. All prices are subject to change.

**II. SERVICE SPECIFIC TERMS**

**a. Telephone Service Plans**

**Planters** Telephone Service plans are subject to applicable tariffs in conjunction with these Terms and Conditions of Service. Notwithstanding the foregoing, nothing herein these Terms and Conditions of Services is intended to be in conflict with or to supersede applicable tariff terms and conditions.

**b. Broadband Internet Plans**

**Planters** Broadband Internet Service plans are subject to these Terms and Conditions of Service. Service availability and actual speeds depend on customer location. All speeds are not available in all areas. Broadband Internet access may require the purchase of a router/modem, or a router/modem can be provided by **Planters** on a lease basis.

### **III. CUSTOMER RESPONSIBILITIES AND LIMITATIONS ON LIABILITY**

#### **a. Prohibited Uses**

You agree to use the Services only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in **Planters'** sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or (ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law.

**Planters** reserves the right to terminate your Service immediately and without advance notice if **Planters**, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable. You are liable for any and all use of the Service by yourself and by any person making use of the Service provided to you, and agree to indemnify and hold harmless **Planters** against any and all liability for any such use. If **Planters**, in its sole discretion believes that you have violated the above restrictions, **Planters** may forward the objectionable material, as well as your communications with **Planters** and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

#### **b. Limitation of Liability**

**Planters** shall not be liable for any delay or failure to provide the Service, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- 1.) act or omission of an underlying carrier, service provider, vendor or other third party;
- 2.) equipment, network or facility failure;
- 3.) equipment, network or facility upgrade or modification;
- 4.) force majeure events such as (but not limited to) acts of God; strikes; fire; war; riot; government actions;
- 5.) equipment, network or facility shortage;
- 6.) equipment or facility relocation;
- 7.) Service, equipment, network or facility failure caused by the loss of power to Customer;
- 8) outage of Customer's ISP or broadband service provider;
- 9) act or omission of Customer or any person using the **Planters'** Service(s) provided to Customer; or
- 10) any other cause that is beyond **Planters'** control, including without limitation a failure of or defect in any device, the failure of an incoming or outgoing communication,

the inability of communications to be connected or completed, or degradation of voice quality.

**Planters'** aggregate liability for (i) any failure or mistake; (ii) any claim with respect to **Planters'** performance or nonperformance hereunder or (iii) any **Planters'** act or omission in connection with the subject matter hereof shall in no event exceed service charges with respect to the affected time period.

Internet access may be vulnerable to system sabotage, including but not limited to hackers, impersonators, viruses, and denial-of-service attacks. **Planters** does not take responsibility for any damage to Customer's network or other operations resulting from vulnerability caused by Customer's failure to purchase network security. The Internet is not a secure network and third parties may be able to intercept, access, use or corrupt the information Customer transmits over the Internet if Customer fails to purchase network security. **Planters** is not responsible for invalid destinations, transmission errors, corruption or for the interception or security of your data.

**c. Disclaimer of Damages**

IN NO EVENT SHALL **PLANTERS**, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT **PLANTERS** WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

**d. Indemnification**

Customer agrees to defend, indemnify, and hold harmless **Planters**, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service(s), from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, or the Services being provided by **Planters**. This paragraph shall survive termination of this Agreement.

**e. No Warranties on Service**

**PLANTERS** MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF ANY OF THE SERVICES FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT ANY OF THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, **PLANTERS** DOES NOT WARRANT THAT ANY OF **PLANTERS'** SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER **PLANTERS** NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR ANY **PLANTERS** SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO **PLANTERS'** OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF **PLANTERS'** OR ITS SERVICE PROVIDER'S OR VENDOR'S NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY **PLANTERS** OR **PLANTERS'** AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

**f. No Third Party Beneficiaries**

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

**g. Content**

You are liable for any and all liability that may arise out of the content transmitted by or to you or other Users of the Services. You shall assure that you or other Users of the Services will at all times comply with all applicable laws, regulations and written and electronic instructions for use. **Planters** reserves the right to terminate or suspend affected Services, and/or remove your content, or the content of other Users of the Services, from the Services, if **Planters** determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with **Planters'** ability to provide Services to you or others or receives notice from anyone that your use or content, or the use or content by other Users of the Services, may violate any laws or regulations. **Planters'** actions or inaction under this paragraph shall not constitute review or approval of your content, or the content of other Users of the Services. You will indemnify and hold **Planters** harmless against any and all liability arising from the content transmitted by or to you or to other Users of the Services. For purposes of this

paragraph, the term "User" means any person, whether authorized or unauthorized, using the service provided to you.

**h. Governing Law / Resolution of Disputes - Mandatory Arbitration**

Any dispute or claim between you, the Customer, and **Planters** arising out of or relating to the service provided in connection with these General Terms and Conditions shall be resolved by arbitration ("Mandatory Arbitration"), unless otherwise specified in Customer's individual Service Contract. To the extent that there is a conflict regarding this Mandatory Arbitration provision, the Customer's individual Service Contract supersedes the Terms and Policies of the individual Services.

The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

**i. Governing Law / Resolution of Disputes - Governing Law**

The Agreement and the relationship between you and **Planters** shall be governed by the laws of the state of Georgia without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with the Mandatory Arbitration provision herein, you and **Planters** agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Georgia and waive any objection as to venue or inconvenient forum. The failure of **Planters** to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**j. Severability**

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

**k. Privacy**

**Planters** utilizes, in whole or in part, the public Internet and third party networks to transmit communications. **Planters** is not liable for any lack of privacy which may be experienced with regard to the Services. Please refer to our Privacy Policy applicable to you at [www.planters.net](http://www.planters.net) for additional information.