



122 S Main St • PO Box 519 • Jefferson SC 29718 • (843)658-3434

MASTER SERVICE AGREEMENT

ACCOUNT # \_\_\_\_\_

This Sandhill Master Service Agreement is hereby entered into by and between ("Sandhill") and the customer identified below ("Customer") for the designated services as of the date of execution by Sandhill. This Sandhill Master Service Agreement ("Designated Sandhill MSA") incorporates the Business Services Terms and Conditions ("BT&Cs") posted on Sandhill's website: www.shtc.net or www.shnext.com and modified from time to time. The Sandhill MSA, complete with Customer signature and initials, where requested, including acknowledgement of the incorporation of the BT&Cs, in addition to use of the services ordered, constitute the full service agreement ("Agreement") between Sandhill and Customer. Sandhill agrees to provide, and Customer agrees to purchase, the services accordance with the Agreement. Customer understands that Sandhill may make periodic changes to the BT&Cs and that no such change shall modify the provisions of the Sandhill MSA. In case of a conflict between the terms of the Sandhill MSA, and the BT&Cs, the provisions of the Sandhill MSA shall apply.

CUSTOMER INFORMATION

BILLING INFORMATION

Business Name \_\_\_\_\_
Contact Name \_\_\_\_\_
Contact Email \_\_\_\_\_
Phone Number \_\_\_\_\_
911 Address \_\_\_\_\_
City, State, Zip \_\_\_\_\_

Billing Contact \_\_\_\_\_
Billing Email \_\_\_\_\_
Billing Address \_\_\_\_\_
City, State, Zip \_\_\_\_\_
Phone Number \_\_\_\_\_
Fed Tax ID: \_\_\_\_\_

Estimated Install Date \_\_\_\_\_
Term Begin Date \_\_\_\_\_

Minimum Term \_\_\_\_\_ (months)
Term End Date \_\_\_\_\_

ACKNOWLEDGEMENT 1: Customer has read and agrees to comply with the Sandhill Business Services Terms and Conditions (BT&Cs). Customer acknowledges that, pursuant to the BT&Cs, under certain circumstances, additional charges will apply. Customer acknowledgement, initial here \_\_\_\_\_.

ACKNOWLEDGEMENT 2: Customer has read and understands IP Voice 911 Limitations as stated in this MSA and in the Sandhill Business Services Terms and Conditions (BT&Cs). Customer acknowledgement, initial here \_\_\_\_\_.

CUSTOMER

SANDHILL

Authorized Customer Signature Date
Printed Name and Title

Authorized Sandhill Signature Date
Printed Name and Title

# IP Voice 911 Limitations

YOU HEREBY ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF 911 SERVICE OVER IP VOICE SERVICE AND THE DISTINCTIONS BETWEEN 911 SERVICE OVER IP VOICE SERVICE VERSUS 911 SERVICE OVER TRADITIONAL TELEPHONE SERVICE. YOU AGREE TO ADVISE ALL INDIVIDUALS WHO MAY PLACE CALLS OVER IP VOICE SERVICE OF THE 911 LIMITATIONS DESCRIBED BELOW.

SANDHILL MAKES NO WARRANTY THAT IP VOICE SERVICE FOR ACCESS TO 911 WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT BATTERY BACKUP POWER WILL BE SUFFICIENT TO MAINTAIN THE SERVICE THROUGHOUT ANY AND/OR ALL POWER OUTAGES.

911 SERVICE OVER IP VOICE SERVICE IS ONLY AVAILABLE AT YOUR SERVICE ADDRESS, WHILE CONNECTED TO PROPERLY POWERED EQUIPMENT AND AFTER TELEPHONE AND LONG DISTANCE HAS BEEN ACTIVATED.

911 SERVICE OVER IP VOICE SERVICE WILL NOT FUNCTION IF YOUR EQUIPMENT FAILS OR IS NOT CONFIGURED CORRECTLY OR IF YOUR IP VOICE IS INTERRUPTED OR NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE (UNLESS YOU HAVE WORKING BACK-UP BATTERY POWER), NETWORK OUTAGE, OR DISCONNECTION OF YOUR SERVICE BECAUSE OF BILLING ISSUES. IF THERE IS A POWER OUTAGE, YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICES, INCLUDING USE FOR 911 CALLING. YOU ACKNOWLEDGE THAT SANDHILL STRONGLY RECOMMENDS YOU MAINTAIN AT ALL TIMES AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES, SUCH AS VIA TRADITIONAL TELEPHONE SERVICE.

YOU ACKNOWLEDGE AND UNDERSTAND THAT SANDHILL WILL NOT BE LIABLE FOR ANY LOSSES INCURRED DIRECTLY OR INDIRECTLY AS A RESULT OF SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 USING YOUR IP VOICE SERVICE OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THE 911 CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS DOCUMENT AND/OR THE CHARACTERISTICS, LIMITATIONS, AND/OR FAILURE OF THE 911 NETWORK ITSELF.

WITHOUT LIMITING ANY PROVISIONS OF THIS AGREEMENT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SANDHILL, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE IP VOICE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES (INCLUDING LOSS OF PROFITS OR REVENUE), LIABILITIES, DAMAGES, FINES, PENALTIES, DEMANDS, ACTIONS, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SANDHILL TELEPHONE AND LONG DISTANCE SERVICE, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION CLAIMS RELATED TO 911 DIALING, ARISING FROM OR IN CONNECTION WITH ANY FAILURE OR OUTAGE OF TELEPHONE AND LONG DISTANCE SERVICE OR ANY FAILURE OR OUTAGE OF THE 911 NETWORK ITSELF.

**SANDHILL BUSINESS SERVICES  
IP VOICE SERVICES  
TERMS AND CONDITIONS (BT&Cs)**

**GENERAL TERMS:**

Services – Sandhill Telephone Cooperative, Inc., directly and through its affiliates Sandhill Communications and Sandhill Connexions (all such entities are referred to collectively as “Sandhill”, offers our customers a range of services (each a “Service” and collectively the “Services”) including IP Voice.

**IP Voice Services**

IP Voice are services generally provided by Sandhill companies other than directly by Sandhill and, depending upon the service, are subject to limited oversight by the South Carolina Public Service Commission and/or Federal Communications Commission. Subject to applicable tariffs and Sandhill’s Bylaws (if applicable), you must accept these terms and conditions (the “Agreement”) as a condition of receiving the Services. For purposes of this Agreement, “you” and “your” or “Customer” “Member” refer to the person purchasing the Services. “We,” “our,” and “us” refer to Sandhill.

**Activation, Cancellation or Modification.** Services can be ordered, cancelled or modified by calling our offices at 843-658-3434. In some cases we may be able to assist you remotely over the phone or via the internet by computer in accordance with our fee schedules. If a visit to your location is required, we can arrange an appointment during our normal business hours. Fees apply in accordance with our fee schedules for any work performed. Our fee schedules may be listed on our website at [www.shtc.net](http://www.shtc.net) or [www.shnext.com](http://www.shnext.com) and are subject to change without notice. Any fees will be added to your bill if you are a current customer of Sandhill, and payment will be due in the same manner as payment for Services.

By enrolling in, activating, using, or paying for the Services, you agree to the terms and conditions in this Agreement and applicable tariffs, including but not limited to the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Services and on the Sandhill website, [www.shtc.net](http://www.shtc.net) or [www.shnext.com](http://www.shnext.com) , as amended, all of which are incorporated herein by reference. If you do not agree to all of the aforementioned terms and conditions, do not use the Services, and cancel the Services immediately by calling Sandhill at 843-658-3434 for further directions.

All use of the Services, whether or not authorized by you, shall be deemed your use. You are responsible for ensuring that all use of the Services complies with this Agreement.

**Modification of Agreement.** This Agreement may be updated or changed by us from time to time. You can review the most current version of the Agreement at any time at: [www.shtc.net](http://www.shtc.net) or [www.shnext.com](http://www.shnext.com) . If Sandhill makes a change to the Agreement and that change has a material impact on the Services, you will be provided notice of that change by contact to your current mail or email address in the records of Sandhill. You agree to periodically visit the aforementioned website to review any such changes. Your continued use of the Services following the sending of such notice by Sandhill, or the expiration of thirty (30) days following posting of the change on the Sandhill website, whichever occurs first, constitutes your acceptance of such changes.

**Subscription for Services.** Each Customer elects to subscribe to the Services for the Minimum Service Term set forth on the Customer’s enrollment form or other subscription document commencing from the date of acceptance by Sandhill and installation, as applicable. If no Minimum Service Term is selected for the applicable Service, then the Minimum Service Term shall be one month from the date of commencement of Service.

You understand that, in order for you to use the Services, you must obtain proper equipment and installation supplied by Sandhill. You further agree that, should you terminate any Service prior to payment of all applicable amounts and/or fulfillment of the Minimum Service Term commitment, you will be liable for, and agree to immediately pay, any applicable amount for the following items which are not paid in full at the time of termination: (i) activation fee, (ii) installation fee, and/or (iii) equipment charge. Additionally, by accepting the Service and terminating Service prior to expiration of the Minimum Service Term, you agree to pay a reimbursement of the total reductions, discounts and promotional offerings accepted by you in connection with your agreement to accept Services. You acknowledge that these charges and fees are in addition to any other normally billed amounts that may be owed at the time of termination.

You agree that the following terms and restrictions apply to the Services:

- (i) Installation may require an on-site survey for signal strength or other Service availability and installation of equipment from a certified installer for Sandhill,
- (ii) Sandhill does not provide, and is not responsible for Customer equipment and software used by you in connection with use of the Services (unless otherwise noted). You are responsible for all such equipment, software and any data thereon without responsibility or liability of Sandhill,
- (iii) You are responsible for the following charges (to the extent applicable): all city, state, and federal taxes and other required charges on the Services provided, and any third-party fees that may apply to said Services; the cost for installation of any additional equipment or Service that Sandhill may install at your premises; the cost of any other work for which there is a fee; and the replacement cost of all Sandhill parts or equipment that may be damaged, lost, or stolen while in your possession,
- (iv) You acknowledge that the Services will not function in the event of an Internet Protocol (“IP”) network interruption,

- (v) You further acknowledge that the listed speeds for any Internet Service offering may not be available due to geographical and/or a number of other factors. Speed is not guaranteed unless stated so as part of the terms for service. Actual data transfer or “throughput” may be lower than sync-rate due to Internet congestion or configuration, server or router speeds, protocol overheads, signal strength or other factors which cannot be controlled by Sandhill,
- (vi) The specific rates and charges for the Services are set forth on Sandhill’s price list, and
- (vii) Sandhill reserves the right to furnish the Services through affiliated companies, underlying providers and other third parties, in Sandhill’s discretion.

**Pricing Changes.** Sandhill reserves the right where allowed by regulation to change pricing for its Services at any time without notice to you; provided that Sandhill will not change the basic rate for ordered Services during the Minimum Service Term commitment period applicable to you. Following expiration of a Minimum Service Term commitment, or upon any payment default by you, Sandhill may adjust the rates for Services to reflect any pricing increases made by Sandhill for the applicable Services.

**Payment.** Payment of each invoice for the Services is due in full, without deduction or offset, within twelve (12) days of the invoice date at the invoice address for payment. You agree to pay an early termination charge in the event you cancel or terminate any Service prior to expiration of the Minimum Service Term in an amount equal to the greater of (i) four (4) months of the monthly recurring charge for the applicable Service commitment or (ii) \$150.00 per seat. This early termination charge is in addition to all other fees and charges due from you under this Agreement or otherwise.

Any loss of Services caused by the action or inaction of the Customer, or by a defect or failure of Customer equipment, will not suspend Customer’s obligations to pay for the Services, and Customer shall remain liable for all applicable charges.

If the entire amount of payment due is not received by the payment due date, a late payment charge may be charged to you. You agree to pay interest on any amounts past due at the rate of 1 1/2% per month (or the maximum amount required by law, whichever is less). You also agree that Sandhill may suspend and/or terminate the Services if any amounts due Sandhill are not paid by their due date. Sandhill may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, you agree to reimburse Sandhill for all expenses incurred to recover sums due, including attorneys’ fees and other legal expenses. You will be charged a fee for any check or other instrument (including credit card charge backs) tendered by you and returned unpaid by a financial institution for any reason.

**Credit Card and Credit Reporting Authorization.** You may be asked to provide us with a valid email address and a credit card number from a card issuer that we accept in order to activate your Services. You hereby authorize Sandhill to charge and/or place a hold on your credit card with respect to any unpaid charges related to the Services. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement is to be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize Sandhill and/or any other company who bills for products or services or acts as billing agent for Sandhill to continue to attempt to charge and/or place holds on your credit card with respect to all sums described herein, or any portion thereof, until such amounts are paid in full.

You agree to provide Sandhill with updated credit card information upon Sandhill’s request and any time the information you previously provided is no longer valid. You are solely responsible for maintaining and updating the credit card information. Without limiting the applicability of any other provisions of this Agreement, you acknowledge and agree that neither Sandhill nor any Sandhill affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you as a result of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that all sums described herein may be charged, at Sandhill’s option, to the account number provided for such automatic payment or electronic funds transfer plan.

To the fullest extent permitted by applicable law, you authorize Sandhill to disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations, and periodically obtain and use your credit report and other credit information from credit reporting agencies, private credit reporting associations and other sources in connection with Sandhill’s offering of the Services. You understand that if you fail to fulfill the terms of your obligations to Sandhill, Sandhill may report your failure to credit reporting agencies as well as pursue Sandhill’s other rights and remedies.

**Advances or Deposits.** We may require you to make deposits or advance payments for Services, which we may use to satisfy your initial bill for Services, to offset against any unpaid balance on your account, or as otherwise set forth in this Agreement or permitted by law. Interest will not be paid on advance payments or deposits unless required by law. We may require additional advance payments or deposits if we determine that the initial payment was inadequate. Based on your creditworthiness or for other reasons, we may establish limits and restrict service or features as we deem appropriate. If your account balance goes beyond the limit we set for you, we may immediately interrupt or suspend service until your balance is brought below the limit. Any charges you incur in excess of your limit become immediately due. Upon determination solely by Sandhill of satisfactory payment history or as required by law, Sandhill may begin refunding of the deposit or advance payment through bill credits, cash payments, or as otherwise determined solely by Sandhill or as required by law.

**Access to Premises.** You will provide Sandhill with reasonable access to your premises in order to install, maintain, and repair the Services, and you authorize any other adult resident or guest at your residence to grant access to your premises for these purposes. You understand and agree that Sandhill may drill, cut, and otherwise alter improvements on the premises. If you do not

own your premises, you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to make alterations Sandhill deems appropriate for the work to be performed. You acknowledge that Sandhill may use existing wiring, including altering the wiring and removing accessories, located within your premises.

You agree that the installation, inspection, maintenance, repair, and/or removal of any equipment could result in service outages or potential damage to your equipment, computers, computer network and/or the contents thereof and/or the loss of any recorded programming. Accordingly, you agree that you are solely responsible for providing any needed back-up for your information and data or programming and that in no event will Sandhill or any of its employees, agents, contractors, or business associates be liable for any loss of data or programming or damage to your equipment, computers, computer network and/or the contents thereof.

You will be responsible for payment of service charges for visits by Sandhill or its subcontractors to your premises when a service request results from causes not attributable to Sandhill or its subcontractors.

**Sandhill Equipment.** Unless expressly identified as being sold to Customer, title to all hardware and/or software provided by Sandhill in connection with this Agreement (the "Equipment") shall remain with Sandhill. Sandhill's repair and maintenance obligations as to its Equipment are limited solely to ordinary wear and tear and shall not include maintenance and repair necessary as a result of any other cause, including without limitation, vandalism or intentional or negligent acts or omissions by the Customer or third parties. Maintenance and repairs related to such causes are the Customer's sole responsibility and liability. The Customer shall provide appropriate space, power and environment for, and take reasonable care of, the Equipment. Customer agrees not to damage or misuse the Equipment. Unless expressly agreed to in writing, the Customer will be solely responsible and liable for connection of the Customer's computers and other equipment to the Equipment. The Customer will at all times be solely responsible and liable for the maintenance and repair of Customer's computers and Customer's other equipment. Customer shall return to Sandhill all Equipment within thirty (30) days following the expiration, cancellation or termination of this Agreement, or Sandhill will charge the Customer the un-depreciated list price of the unreturned Equipment in addition to all applicable late return fees.

**Inside Wire Maintenance.** Inside wire maintenance is only available (for a fee) for traditional wireline service with standard inside wiring and/or modular jacks. Inside wire maintenance is not offered for IP Voice/Cat 5 and/or network wiring.

**Password Security.** Upon Sandhill's acceptance of Customer's registration for certain Services, Sandhill will provide Customer with a username, password and user identification number. Customer and members of Customer's household are the only authorized users of the account and must comply with this Agreement. Customer must keep all passwords and identifications confidential so that no one else may access the Services through Customer's account. Customer must notify Sandhill immediately upon discovering any unauthorized use of the account. Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Usernames and passwords are Sandhill's property, and Sandhill may alter or replace them at any time.

**Limited Warranty.** Sandhill will use reasonable efforts to provide Services and the Equipment in accordance with prevailing industry standards. SANDHILL MAKES NO OTHER WARRANTIES CONCERNING THE SERVICES OR ANY EQUIPMENT PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTIES REGARDING THE DESIGN, CONDITIONS OF, OR QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SERVICES OR EQUIPMENT. IN NO EVENT WILL SANDHILL BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF BUSINESS, OR LOSS OF PROFITS, ARISING IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NONPERFORMANCE OF SANDHILL'S OBLIGATIONS HEREUNDER, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF SANDHILL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S SOLE REMEDY RELATED TO ANY DEFECT OR FAILURE OF THE SERVICES IS LIMITED TO A REFUND OF THE PRO RATED PORTION OF THE MONTHLY CHARGES FOR THE AFFECTED SERVICES UP TO AN AGGREGATE MAXIMUM OF ONE MONTH'S CHARGES.

**Limitations on Use.** You acknowledge that the Services are provided for your personal use and not for resale or assignment. No Services or Equipment may be transferred to another location or shared with another person who is not bound by this Agreement. You will not use the Services for telemarketing or any excessive usage inconsistent with normal residential usage patterns (or, if a commercial customer under a commercial service plan, consistent with normal usage for that plan). If Sandhill determines, in its sole discretion, that you are reselling or transferring Services or that you are using Services in an improper manner or other manner unduly burdensome on Sandhill's network and facilities, Sandhill reserves the right, without advance notice, immediately to terminate or modify the Services, or to change your Service plan to a different offer on a prospective basis, and, in addition, to assess additional charges for each month in which excessive usage occurred.

**Miscellaneous.** You acknowledge and agree that this Agreement, including the applicable tariffs and/or price lists from time to time on file with the South Carolina Public Service Commission and/or Federal Communications Commission, together with all other terms and conditions incorporated herein, constitutes the entire agreement of the parties for the provision and use of the Services and the complete and exclusive statement of the terms agreed upon, all prior agreements and understandings being merged herein. Neither this Agreement nor any interest herein of Customer may be assigned, sublet, or in any manner transferred by Customer without the prior, written consent of Sandhill, which consent may be withheld in Sandhill's sole discretion. Any attempted assignment or transfer in contravention of the preceding sentence shall be void. A waiver by Sandhill of any terms herein shall not be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall be governed by the laws of South Carolina without regard to choice of law principles. No amendments or modifications to this Agreement shall be

effective or binding against Sandhill unless expressly agreed to in writing by an authorized representative of Sandhill. In the event any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they are invalid, illegal or unenforceable, and the remainder of this Agreement shall continue in full force and effect. Any invalid, illegal or unenforceable provisions shall be reformed and modified so that they express the original intent of the parties hereto as closely as reasonably practicable without being invalid, illegal or unenforceable.

**SPECIAL PROVISIONS APPLICABLE TO IP VOICE SERVICES:**

In certain instances, IP Voice provides voice communications through IP packets that are carried over an IP network ("VoIP"). The Service includes direct-dialed calling and certain advanced features. Sandhill reserves the right to offer, modify or discontinue features or advanced features, and may require additional costs for features, in Sandhill's discretion. The Service is not mobile or nomadic and will function only in your home or other installed service location.

When you accept the IP Voice Service, you become the main account holder for each telephone number assigned to the Service and all plans, features, and functionalities associated with each telephone number, whether those telephone numbers, plans, features, and functionalities are purchased initially or are added subsequently.

For IP Voice Service, non-recurring and usage-based charges generally billed in the billing cycle following the transaction include, but are not limited to, international calling (including surcharges for international termination to a wireless phone number), Operator Services, Directory Assistance, call trace, and overage minutes associated with defined minutes-of-use plans. Partial minutes are rounded up for per-minute usage charges.

IP Voice Service requires telephones which you supply. You agree that neither you nor any third party will move Equipment used for IP Voice Service within your premises or to any other physical location outside of the premises where it was installed by Sandhill.

You also acknowledge that Sandhill may establish general practices and limits concerning use of the IP Voice Service and may restrict calls to certain area codes (e.g., 900/976 calls) as determined by Sandhill. You acknowledge that Sandhill also reserves the right to log off accounts or disconnect sessions that are inactive for an extended period of time. You further acknowledge that Sandhill reserves the right to change its general practices and limits at any time without advance notice.

**Local Number Portability.** In the event you are transferring an existing non-Sandhill phone number to Sandhill for your IP Voice Service (i.e., porting a number to Telephone and Long Distance Service), you authorize Sandhill to process your order for Telephone and Long Distance and to notify your existing provider of your decision to switch your local, local toll, and long distance services to IP Voice Service, and you represent that you are authorized to take this action. Not all telephone numbers are eligible for porting to IP Voice Service.

BECAUSE VOIP IS DEPENDENT ON THE IP NETWORK, THE AVAILABILITY OF AN ADEQUATE POWER SUPPLY, AND CORRECT EQUIPMENT CONFIGURATION, SANDHILL DOES NOT GUARANTEE THAT IP VOICE SERVICE WILL BE CONTINUOUS OR ERROR-FREE. YOU ACKNOWLEDGE AND UNDERSTAND THAT SANDHILL CANNOT GUARANTEE THAT VOIP SERVICES ARE COMPLETELY SECURE.

YOU ACKNOWLEDGE AND UNDERSTAND THAT IP VOICE SERVICE REQUIRES ELECTRICAL POWER TO FUNCTION AND THAT YOU THEREFORE MUST AT ALL TIMES MAINTAIN A WORKING BACKUP BATTERY FOR THE EQUIPMENT.

**IP Voice 911 Limitations.** YOU HEREBY ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING THE LIMITATIONS OF 911 SERVICE OVER IP VOICE SERVICE AND THE DISTINCTIONS BETWEEN 911 SERVICE OVER IP VOICE SERVICE VERSUS 911 SERVICE OVER TRADITIONAL TELEPHONE SERVICE. YOU AGREE TO ADVISE ALL INDIVIDUALS WHO MAY PLACE CALLS OVER IP VOICE SERVICE OF THE 911 LIMITATIONS DESCRIBED BELOW.

SANDHILL MAKES NO WARRANTY THAT IP VOICE SERVICE FOR ACCESS TO 911 WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT BATTERY BACKUP POWER WILL BE SUFFICIENT TO MAINTAIN THE SERVICE THROUGHOUT ANY AND/OR ALL POWER OUTAGES.

911 SERVICE OVER IP VOICE SERVICE IS ONLY AVAILABLE AT YOUR SERVICE ADDRESS, WHILE CONNECTED TO PROPERLY POWERED EQUIPMENT AND AFTER TELEPHONE AND LONG DISTANCE HAS BEEN ACTIVATED.

911 SERVICE OVER IP VOICE SERVICE WILL NOT FUNCTION IF YOUR EQUIPMENT FAILS OR IS NOT CONFIGURED CORRECTLY OR IF YOUR IP VOICE IS INTERRUPTED OR NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE (UNLESS YOU HAVE WORKING BACK-UP BATTERY POWER), NETWORK OUTAGE, OR DISCONNECTION OF YOUR SERVICE BECAUSE OF BILLING ISSUES. IF THERE IS A POWER OUTAGE, YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICES, INCLUDING USE FOR 911 CALLING. YOU ACKNOWLEDGE THAT SANDHILL STRONGLY RECOMMENDS YOU MAINTAIN AT ALL TIMES AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES, SUCH AS VIA TRADITIONAL TELEPHONE SERVICE.

YOU ACKNOWLEDGE AND UNDERSTAND THAT SANDHILL WILL NOT BE LIABLE FOR ANY LOSSES INCURRED DIRECTLY OR INDIRECTLY AS A RESULT OF SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 USING YOUR IP VOICE SERVICE OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL FOR ANY

REASON, INCLUDING BUT NOT LIMITED TO THE 911 CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS DOCUMENT AND/OR THE CHARACTERISTICS, LIMITATIONS, AND/OR FAILURE OF THE 911 NETWORK ITSELF.

WITHOUT LIMITING ANY PROVISIONS OF THIS AGREEMENT, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SANDHILL, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, DIRECTORS, EMPLOYEES, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE IP VOICE SERVICE, FROM ANY AND ALL CLAIMS, LOSSES (INCLUDING LOSS OF PROFITS OR REVENUE), LIABILITIES, DAMAGES, FINES, PENALTIES, DEMANDS, ACTIONS, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SANDHILL TELEPHONE AND LONG DISTANCE SERVICE, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION CLAIMS RELATED TO 911 DIALING, ARISING FROM OR IN CONNECTION WITH ANY FAILURE OR OUTAGE OF TELEPHONE AND LONG DISTANCE SERVICE OR ANY FAILURE OR OUTAGE OF THE 911 NETWORK ITSELF.

**Home Alarm and Other Device Compatibility.** Monitored fire alarm and burglar alarm systems and medical monitoring devices may not be compatible with IP Voice Service.

If you have or purchase a monitored fire alarm or burglar alarm system or a medical monitoring device that you intend to use with IP Voice as the communications pathway, you agree to contact your provider for those systems/devices to determine compatibility with IP Voice Service and to arrange for your provider to test such systems/devices after installation of IP Voice Service. You also acknowledge and understand that even if such systems and devices are compatible with IP Voice Service, they will not be able to communicate with monitoring stations during a power outage unless you maintain battery backup power for IP Voice as described in this Agreement. If you purchase a monitored burglar alarm or monitored fire alarm system after the Service has been installed, you also agree to call Sandhill prior to installation of any such system. Subsequent installation of these systems may require re-wiring of IP Voice Service, which may also result in time and material charges. (Sandhill does not provide support for, or re-wiring of IP Voice in support of, medical monitoring systems or devices).

SANDHILL MAKES NO WARRANTY THAT (i) IP VOICE SERVICE USED AS A COMMUNICATIONS PATHWAY FOR MONITORED BURGLAR ALARMS, MONITORED FIRE ALARMS, AND/OR MEDICAL MONITORING SYSTEMS OR DEVICES, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (ii) THE SERVICE WILL BE COMPATIBLE WITH ANY PARTICULAR OR ALL MONITORED BURGLAR ALARM(S), MONITORED FIRE ALARM(S), OR MEDICAL MONITORING SYSTEM(S) OR DEVICE(S), OR (iii) BATTERY BACKUP POWER WILL BE SUFFICIENT TO MAINTAIN THE SERVICE THROUGHOUT ANY AND/OR ALL POWER OUTAGES.

BY ACCEPTING THE SERVICES, YOU USE IP VOICE SERVICE AT YOUR OWN RISK AND WAIVE ANY CLAIM AGAINST SANDHILL FOR INTERFERENCE WITH OR DISRUPTION OF A MONITORED FIRE ALARM OR BURGLAR ALARM SYSTEM, A MEDICAL MONITORING DEVICE, OR OTHER SUCH SYSTEMS OR DEVICES DUE TO THE IP VOICE SERVICE.

#### **SPECIAL PROVISIONS APPLICABLE TO INTERNET SERVICES:**

**Status of Internet Usage.** The Customer acknowledges that the Internet is an ever-changing network not controlled by any single government or entity, but reliant upon the interconnectivity and operability of various networks. ACCORDINGLY, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY INTERNET ACCESS AS WELL AS ALL SERVICES RELATED TO SUCH ACCESS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. No advice or information given by Sandhill, its affiliates or its contractors or their respective employees shall create a warranty. Neither Sandhill nor its affiliates warrants that service will be uninterrupted or error free or that any information, software or other material accessible through the Internet is free of viruses, cancelbot, spyware, worms, trojan horses, or other harmful components. The Customer also understands that the Internet contains unedited materials, some of which are explicit and/or offensive. Sandhill has no control over and accepts no responsibility whatsoever for any such materials. The Customer agrees Customer accesses such materials at Customer's own risk.

**Anti-Virus.** Any anti-virus and SPAM protection offered in connection with Sandhill's Services is offered for Customer's incoming email services and is provided through third party vendors and subject to their warranties and limitations. NO GUARANTEES ARE MADE OR PROVIDED THAT THE SERVICES WILL BE VIRUS OR SPAM FREE OR THAT CUSTOMER EQUIPMENT WILL BE PROTECTED FROM HACKERS, VIRUSES, SPAM, SPYWARE, CANCELBOT, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING ADEQUATE FIREWALL PROTECTION, ANTI-VIRUS, SPYWARE AND OTHER SPAM PROTECTION FOR CUSTOMER EQUIPMENT IN ORDER TO UTILIZE THE SERVICES AND PROTECT CUSTOMER EQUIPMENT AND INFORMATION.

**Acceptable Use Policies.** The Customer (which for purposes hereof includes any authorized user of Customer) agrees not to use or permit its users to use the Services provided by Sandhill in ways that violate laws, infringe the rights of others, interfere with the users of Sandhill's network or other networks, or otherwise violate Sandhill's Acceptable Use Policies as set forth at [www.shtc.net](http://www.shtc.net) or [www.shnext.com](http://www.shnext.com) (the "AUP") and incorporated herein by reference and as set forth below. Sandhill reserves the right to modify the terms and conditions of the AUP from time to time, without direct notice to Customer, and those changes will become effective within thirty (30) days from posting. Customer agrees to periodically visit the aforementioned website to review any such changes. The use of the Services by Customer after any changes to the AUP will constitute Customer's acceptance of any changes. If Customer violates the AUP, Sandhill may immediately suspend the Services without prior notice. Sandhill also reserves the right to terminate the Services in the event of chronic or uncured violations of the AUP as determined



by Sandhill. Notwithstanding anything herein, Sandhill shall be under no obligation to monitor the compliance of Customer with the AUP.

**Digital Millennium Copyright Act (“DMCA”) Notice.** In operating the Services, Sandhill may act as a “services provider” under the DMCA and offer services as an online provider of materials and links to third party websites. As a result, third party materials that are not owned or controlled by Sandhill may be transmitted, stored, accessed or otherwise made available using the Service. You agree to notify Sandhill if and to the extent any situation arises wherein you believe any material available through the Service infringes a copyright. Any claimant must notify Sandhill using the notice procedure for claimed infringement under the DMCA and provide the following: If you believe that your work has been copied and has been posted, stored or transmitted to Sandhill’s websites in a way that constitutes copyright infringement, please submit a notification pursuant to the DMCA by providing Sandhill’s designated agent the following written information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest, (ii) a description of the copyrighted work that you claim has been infringed upon, (iii) a specific description of where the material that you claim is infringing is located on the website, (iv) your address, telephone number, and email address, (v) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law, and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Sandhill’s designated agent (the proper party for notice) to whom any copyright owner should address infringement notices under the DMCA DESIGNATED AGENT INFO. Sandhill will respond expeditiously to remove or disable access to material Sandhill determines may be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringing party who provided the applicable content.

Sandhill also has no obligation to monitor its Services, but may do so and disclose information regarding use of the Services for any reason if Sandhill, in its sole discretion, believes that it is reasonable to do so, including, without limitation, to: (i) satisfy laws, regulations, or governmental or legal requests, (ii) operate the Services properly, or (iii) protect itself and its customers and users. Sandhill may immediately remove material or information from Sandhill’s servers, in whole or in part, which Sandhill, in its sole and absolute discretion, determines to infringe another’s property rights or to violate the AUP.

To the extent any of your Services from Sandhill include wireless access, wireless systems use radio channels to transmit voice and data communications over a network, and privacy cannot be guaranteed. We are not liable to Customer or any other party for any lack of privacy resulting from using any wireless services of Sandhill. Customer acknowledges that wireless service is inherently not secure and that wireless communications can be intercepted by equipment and software designed for that purpose. Notwithstanding efforts to enhance security with respect to the Service, Sandhill cannot guarantee the effectiveness of these efforts and will not be liable to Customer or any other party for any lack of security that may result from use of the Service. Customer acknowledges that Customer is responsible for taking such precautions and providing such security measures best suited for Customer’s situation and intended use of the Service. Sandhill strongly encourages Customer to obtain security solutions, such as virtual private networks, encryption and personal firewalls.

**Network Management Policy.** The Customer (which for purposes hereof includes any authorized user of Customer) acknowledges Sandhill’s Network Management practices pursuant to its Network Management Policy set forth at [www.shtc.net](http://www.shtc.net) or [www.shnext.com](http://www.shnext.com) (the “Network Management Policy”) and incorporated herein by reference. Sandhill reserves the right to modify the terms of the Network Management Policy from time to time, without direct notice to Customer, and those changes will become effective within thirty (30) days from posting. Customer agrees to periodically visit the aforementioned website to review any such changes. The use of the Services by Customer after any changes to the Network Management Policy will constitute Customer’s acceptance of any changes.

**Privacy Policy.** Sandhill is committed to protecting the privacy and security of the information collected by Sandhill from customers through this websites, as well as by phone, email and mail. The Customer (which for purposes hereof includes any authorized user of Customer) acknowledges Sandhill’s Privacy Policy set forth at [www.shtc.net](http://www.shtc.net) or [www.shnext.com](http://www.shnext.com) (the “Privacy Policy”) and incorporated herein by reference. Sandhill reserves the right to modify the terms of the Policy from time to time, without direct notice to Customer, and those changes will become effective within thirty (30) days from posting. Customer agrees to periodically visit the aforementioned website to review any such changes. The use of the Services by Customer after any changes to the Privacy Policy will constitute Customer’s acceptance of any changes.

#### **NOTICES:**

Unless otherwise specified in this Agreement, notices to you may be made by email, posting online at [www.shtc.net](http://www.shtc.net) or [www.shnext.com](http://www.shnext.com) , bill insert, regular mail or call to your billed telephone number. It is your responsibility to check for such notices.

Unless otherwise specified in this Agreement, notices by you to Sandhill must be given by calling our offices at 843-658-3434, and such notices are effective as of the date that our records show we received your call.

LEGAL NOTICES must be given by letter delivered by overnight mail or certified mail to Sandhill Regulatory Department, PO Box 519, Jefferson SC 29718.