



Terms and Conditions – December 26, 2017 - Page 1 of 7

**Terms and Conditions**

1. These Terms and Conditions govern any Internet-related and/or broadband services (“Services”) provided by Whidbey Telephone Company, dba Whidbey Telecom Internet & Broadband (“Whidbey Telecom”) to a Customer, including, but not limited to, Internet access, all service level offerings of High-Speed Internet, Broadband, IP Address assignments, Digital Voice, email, email filters, Wi-Fi, Wireless, and World Wide Web and Commercial Web Site services.

2. As used in these Terms & Conditions, “Customer” is a person or entity that has entered into an agreement with Whidbey Telecom, which has been accepted by Whidbey Telecom, by which Whidbey Telecom has agreed to provide one or more Services to Customer.

3. A current copy of these Terms and Conditions is available on the Whidbey Telecom website: <https://www.whidbeytel.com/> or any successor web site address. These Terms and Conditions may be amended at any time, and any amendment shall become effective immediately upon posting of the amended Terms and Conditions on the web site address set out above or at a successor web site address. In the event of a conflict between these Terms and Conditions and any prior agreement or application governing Customer’s account or use of the Services, these Terms and Conditions, as amended, shall govern.

General Rules and Practices; Acceptable Use Policy

The Services and any Whidbey Telecom equipment associated with them may only be used for lawful purposes. Each customer shall comply with the following regulations and all applicable laws and regulations, which shall constitute Whidbey Telecom’s Acceptable Use Policy (“AUP”) governing use of the Services. Use of any Services in violation of this AUP or any other provision of these Terms and Conditions or in violation of any applicable law or regulation is prohibited and may result in the immediate termination without advance notice of Customer’s account and right to use the Services.

1. Prohibited uses of the Services include, but are not limited to:

(a) Any attempt to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means (“Transmission”) that is: (1) in violation of any local, state, federal or international law, order, or regulation; (2) that is libelous, obscene, threatening, defamatory; (3) which infringes upon the intellectual property rights of another or (4) which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;

(b) Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;

(c) Transmission of any material in violation of any law or contractual or fiduciary relationship (such as inside information, or proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);

(d) Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(e) Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others’ ability to use the Services;

(f) Impersonating any person or entity, or falsely stating or otherwise misrepresenting an affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

(g) Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;

(h) Transmission of chain letters;

(i) Attempting to probe, scan or test the vulnerability of a system or network in any form;

(j) Using any method to breach security or authentication measures;

(k) Engaging in hacking, denial of service attacks, or malicious or destructive behavior in any form.



2. If another organization's networks or computing resources are used in connection with the Services, Customer shall be subject to that organization's permission and usage policies in addition to these Terms and Conditions.
3. Whidbey Telecom shall have the right, but not the duty, to remove any web site hosted on its servers which, in its discretion, is found to contain pornographic or obscene material.
4. The Services are for end-user use only and may not be resold, commercially or non-commercially, in whole or in part, directly or indirectly, or on a bundled or unbundled basis, in the absence of a separate re-seller agreement approved in writing by Whidbey Telecom. Customer shall not use the Services in the operation of any business or service which competes directly or indirectly with Whidbey Telecom, which determination shall be made by Whidbey Telecom in its sole discretion.
5. Customer is responsible for all use of its Whidbey Telecom account and the Services by any person having access to the account or the Services, whether or not such use or access is with Customer's permission or knowledge. Customer should not share Customer's password, send it over the Internet in any unencrypted form, including by email, or otherwise compromise its security. If Customer has any reason to believe the security of Customer's password or account has been compromised, the Customer should immediately change the password. If Whidbey Telecom has any reason to believe Customer's password or account has been compromised, Whidbey Telecom may, at its sole discretion, disable or restrict access to the account and/or the Services without notice until the problem has been resolved; however, Whidbey has no obligation to do so.
6. Whidbey Telecom may take any one or more of the following actions in response to violations of these Terms and Conditions: (a) issue an oral or written notice to Customer to cease the violations; (b) suspend Customer's account or access to the Services; (c) terminate Customer's account or access to the Services; (d) bill Customer for Whidbey Telecom's administrative costs and/or reactivation charges incurred as a result of the violations; or (e) bring legal action to enjoin violations and/or to collect damages caused by the violations.
7. Whidbey Telecom reserves the right to cancel or discontinue the Services at any time and for any reason.

#### Customer's Responsibilities for Proper Account Use and Information

1. Customer represents that the Customer is at least eighteen (18) years old (or, if Customer is an entity, that the person acting on its behalf in obtaining the Services is at least eighteen (18) years old) and that it accepts these Terms and Conditions on behalf of itself and any person who has access to Whidbey Telecom Services through use of Customer's account. Customer shall ensure that all users of Customer's account understand these Terms and Conditions and will comply with them. Customer may permit an authorized user under eighteen (18) years of age to use Customer's account and the Services, and Customer acknowledges that it is responsible to provide adult supervision of such use of the Services and to ensure that the account and the Services are used in compliance with these Terms and Conditions.
2. Customer shall promptly notify Whidbey Telecom of any changes in Customer's contact information, such as its address or telephone number.
3. Customer shall promptly notify Whidbey Telecom by email at: [abuse@whidbey.com](mailto:abuse@whidbey.com) of any violation or suspected violation of these Terms and Conditions that Customer becomes aware of and provide Whidbey Telecom with as much of the following information related to the violation or suspected violation as is known to Customer: (a) the IP address used to commit the alleged violation; (b) the date and time of the alleged violation, including the time zone; and (c) a description or other evidence of the alleged violation. When reporting an issue regarding unsolicited email, please provide a copy of the email message(s) with the full header information.
4. Customer is solely responsible for any transmission of personal identifying information over the Internet. It shall be the Customer's sole responsibility to determine if a web-site and the method of transmission utilized by a web-site or other software, program or application, to transmit personal information such as credit card and/or bank account numbers and personal identifying information, is secure and is the party they intended to transmit the information to. The Customer is solely responsible for any transmission of personal identifying information that is included as any part or portion of an email, social media site, file transfer, newsgroup, blog, and instant message transmission. The Customer agrees that the Customer is solely responsible to protect the Customer's personal identifying information from identity theft.

#### Disclaimer of Warranties and Indemnification

1. ALL USE OF WHIDBEY TELECOM SERVICES AND THE INTERNET IS AT THE USER'S SOLE RISK. WHIDBEY TELECOM'S SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. WHIDBEY TELECOM MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND AFFIRMATIVELY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY ASPECT OF THE SERVICES FOR A PARTICULAR PURPOSE.



2. Whidbey Telecom shall not be responsible for any damages or costs arising out of use of Services or the unavailability of the Services, including, but not limited to, damage to Customer's home or business computer or other network devices, damage caused by viruses, damage or costs incurred as a result of lost profits or revenue, loss of clients, loss of use of computer programs, loss of data, the costs of recovering programs or data, claims by third parties, loss of data from delays, non-deliveries, mis-deliveries, or service interruptions caused by Whidbey Telecom's own negligence, a third party service provider's negligence, or Customer's errors and/or omissions. Whidbey Telecom shall not be liable for any indirect, special, incidental, or consequential damages arising out of the use of the Services or the inability to use the Services, even if it has been advised of the possibility of such damages. In no event shall Whidbey Telecom's liability to Customer exceed the amount charged by Whidbey Telecom for providing the affected Services to Customer for one month.

3. Customer shall take appropriate security measures to prevent unauthorized access to its computers and other network devices, including, but not limited to keeping all software updated. Some computer and network device software and applications have the capability to allow remote access. Whidbey Telecom recommends that Customer disable all features, including print and file sharing and other remote access capabilities that may allow anyone to remotely access Customer's computer or other network devices. If any feature which permits remote access to Customer's computer and/or network devices is enabled on any Customer computer or other network device, Customer hereby acknowledges and agrees that it does so at its own risk, and Whidbey Telecom shall not be responsible and assumes no liability for any access by others to Customer's computer or network devices. Customer's failure to take proper security measures may cause immediate termination of the Service, without notice, at Whidbey Telecom's sole discretion.

4. Use of any information or software obtained via the Services is at Customer's own risk. Whidbey Telecom does not control, and shall not be liable for, data or content that is accessed or received via the Services. Whidbey Telecom specifically denies any responsibility for the accuracy, completeness, timeliness, usefulness, or quality of any information obtained through the Services. The Internet contains materials which may be false or misleading, sexually explicit, or otherwise offensive. Whidbey Telecom has no control over and accepts no responsibility for such materials. Whidbey Telecom is not a publisher of third-party content that can be accessed through the Services and is not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through the Services. Customer is responsible for evaluating such content and for paying all fees and charges from third-party vendors whose sites, products or services Customer may access, buy, or use via the Services.

5. If Customer uses the Services to access Web sites or content provided by third parties or to purchase products from third parties, Customer's personal information may become available to third parties. The way third parties handle and use personal information related to the use of their services is governed by their policies, not Whidbey Telecom's. Whidbey Telecom has no responsibility for third party security policies and practices, general policies, or their compliance with them or breach of them.

6. Customer shall indemnify and hold harmless Whidbey Telecom, its directors, officers, employees and agents, and its successors or assigns, from any claims resulting from use of the Service.

7. The prices for the Services are set in reliance upon the enforceability of the disclaimers of warranties and limitations of liability set forth in these Terms and Conditions, and these Terms and Conditions form an essential element of the provision of the Services.

#### Copyright Information

Customers of Whidbey Telecom and users of the Services shall not transmit any material (by uploading, posting, email or by any other method) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, including, but not limited to, use of such information on radio, television or printed media, such as newspapers, magazines or newsletters. Whidbey Telecom is registered with the United States Patent and Trademark Office as an online service provider and will process all appropriately formatted notices of alleged infringement and will take appropriate action as required by The Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed as a result of use of the Services may take advantage of certain provisions of the DMCA to report alleged infringements. Whidbey Telecom reserve the right to terminate Customer's Services if Customer or any user of Customer's Services is either found to infringe third party copyright or other intellectual property rights or is believed by Whidbey Telecom in its sole discretion, to be infringing these rights. The owners of copyrighted works who believe use of the Services has infringed their rights under U.S. copyright laws may notify Whidbey Telecom of the alleged infringement at the following address:

Copyright Infringement Agent  
Whidbey Telecom  
14888 SR 525  
Langley, WA. 98260  
Email: Copyright-Agent@whidbey.com  
Fax: 360-321-8118



The DMCA requires the notification to be in writing and to contain the following information; (1) Physical or electronic signature of a person authorized to act on behalf of the copyright owner; (2) Identification of the copyrighted work claimed to have been infringed; (3) Identification of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit Whidbey Telecom to locate the material; (4) Contact information of the complaining party; (5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agents, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Upon Whidbey Telecom's receipt of a satisfactory notice of claimed copyright infringement, to the extent it is reasonably able to do so, Whidbey Telecom will either directly or indirectly (i) remove the allegedly infringing work(s) from the Services or (ii) disable access to the work(s). Whidbey Telecom will notify the affected Customer or user of the Services of the removal or disabling of access to the work(s). If the affected Customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter notification to Whidbey Telecom. Upon Whidbey Telecom's receipt of a counter notification that satisfies the requirements of DMCA, Whidbey Telecom will provide a copy of the counter notification to the person who sent the original notification of claimed infringement and will follow the DMCA's procedures with respect to a counter notification. In no event shall Whidbey Telecom be a party to any disputes or lawsuits regarding alleged copyright infringement and Customer shall indemnify and hold harmless Whidbey Telecom, and its directors, officers, employees and agents, and successors or assigns, from any such dispute or lawsuit.

#### **Web Site Usage**

1. Whidbey Telecom's maintenance of web sites located on whidbey.com, whidbey.net, whidbeytel.com, whidbeytv.com or any other domain or web site operated by Whidbey Telecom is a complimentary information service offered by Whidbey Telecom at no charge. Whidbey Telecom may provide links on its web site to other web sites that are not under its control. These links are provided for Customer's convenience only and are not intended as an endorsement by Whidbey Telecom of the organization or individual operating any web site or a warranty of any type regarding any web site or the information on any web site.

2. All content included on web sites operated by Whidbey Telecom, including, but not limited to, text, graphics, logos, buttons, icons, images and software, is the property of Whidbey Telecom or is used by Whidbey Telecom with permission of the legal owner, and is subject to protection by U.S. and international copyright and trademark laws. Reproduction, duplication, modification, distribution, transmission, replication, display or performance of the content of any web site operated by Whidbey Telecom without the express written permission of Whidbey Telecom is strictly prohibited.

#### **Technical Support**

Whidbey Telecom provides free-of-charge telephone technical support to its Customers on a first-come, first served basis, as well as technical support via e-mail at support@whidbey.com. Technical support is not intended to assist with questions not directly related to the Services. In order to maintain the highest overall quality of service to Customers, technical support calls of excessive duration, frequency, or regarding matters not directly related to the Services may be handled or rescheduled at Whidbey Telecom's convenience and may be subject to a special handling charge. Please refer to our "Frequently Asked Questions" at: <http://www.whidbey.net/servsup/faq.html> for information which may assist in using the Services.

#### **Privacy**

1. Except as provided in these Terms and Conditions, Whidbey Telecom will not divulge any of Customer's personal information to third parties unless (1) Customer gives Whidbey Telecom prior permission, (2) Whidbey Telecom reasonably believes the disclosure is required by law or legal process, (3) Whidbey Telecom suspects fraud or a violation of law or these Terms and Conditions by a Customer involving Whidbey Telecom, or (4) Customer makes an inquiry, request or complaint that reasonably requires Whidbey Telecom to share Customer information with others to satisfy the inquiry.

2. Whidbey Telecom reserves the right to audit connections to the Services for security or throughput usage reasons, to enforce these Terms and Conditions, and to maintain and protect its network and its ability to provide the Services. Whidbey Telecom shall have the right to investigate suspected violations of these Terms and Conditions or any applicable law or regulation, including but not limited to gathering information from the user or users involved and the complaining party, if any, examining material on Whidbey Telecom's servers and network, and monitoring bandwidth, usage, transmissions, and content. Whidbey Telecom will cooperate with law enforcement authorities and system administrators at other Internet service providers or other network or computing facilities in the investigation of suspected violations of these Terms and Conditions and any applicable law or regulation. This cooperation may include providing personally identifiable information about Customer to law enforcement or system administrators, including, but not limited to, username, subscriber name, and other account information. We may use Network monitoring tools to monitor your bandwidth usage and usage patterns to enforce service level limits or for diagnostic or statistical needs.



3. Whidbey Telecom may contact Customers or web site visitors regarding account status and changes to these Terms and Conditions and other policies or agreements relevant to Customer's use of the Services, and may from time to time contact Customer with information regarding products and or services provided by Whidbey Telecom. Whidbey Telecom also may create aggregate reports on user demographics and traffic patterns for its internal use. Recipients of email sent by Customer are not required to keep email from Customer private. Unless encrypted by Customer, Customer's email is transmitted in a plain text format, and Whidbey Telecom has no ability to protect its confidentiality after it is transmitted beyond Whidbey Telecom's internal network to the Internet or to other networks maintained by others.

#### Service Limitations

Customer's usernames, email addresses and passwords are Whidbey Telecom property, and Whidbey Telecom may alter or replace them at any time. Customer's email account is limited to the disk and server storage amount specified by Whidbey Telecom's current service offerings and Customer's account type, and Customer's incoming email will be rejected if the storage limit is exceeded. Additional storage may be permitted on a space-available basis for an additional fee. Viruses and executable attachments may be blocked from Whidbey Telecom's email servers at Whidbey Telecom's sole discretion. Email accounts which are determined by Whidbey Telecom to be inactive or have not been accessed in six (6) months may be suspended. Email accounts that are suspended or inactive for more than twelve (12) months may be disconnected at Whidbey's sole discretion.

### **Broadband – High-Speed Internet**

1. Routers and other network equipment provided to Customer by Whidbey Telecom are the property of Whidbey Telecom and subject to its lease agreement located at, [https://www.whidbeytel.com/sites/default/files/Router%20Lease%20Agreement%20\(07-14-10\).pdf](https://www.whidbeytel.com/sites/default/files/Router%20Lease%20Agreement%20(07-14-10).pdf). Customer shall provide the appropriate environment for all equipment provided by Whidbey Telecom and shall not alter, modify or tamper with this equipment without prior, written authorization from Whidbey Telecom. In the event of service cancellation, all Whidbey Telecom property shall be returned to Whidbey Telecom in working order. Customer is responsible for all costs associated with repair or replacement of Whidbey Telecom's equipment that is damaged while it is in Customer's possession.

2. Service Level Limits. Each Service level may have a Maximum Throughput Rate, a Usage Limit or other characteristics. We can set or change the Maximum Throughput Rate, Usage Limit or other characteristics of any Service level. If we do, we may put in place additional terms to address usage that are not consistent with the resulting Broadband Service level. At our sole discretion we may suspend your Service, reduce your Maximum Throughput Rate or charge you for your excess usage. You may need to subscribe to a more expensive Service level or pay for additional bandwidth to avoid suspension or slower Service. We will notify you of any new or changed Usage Limit (or any material reduction in the previously published Maximum Throughput Rate) for your Service level and any related terms.

3. Throughput Rates. We do not guarantee that you will obtain the Maximum Throughput Rate for the level of Service to which you subscribe. The Throughput Rate you experience may be affected by a number of factors, including, but not limited to the nature of the Internet and its protocols or the condition and configuration of Customer-Owned Equipment at your location.

#### Personal Web Site

Space on a Whidbey Telecom server for a personal web site is included with certain and High-Speed Internet accounts. The limits for a personal web site are as follows:

- No more than 50 Mb disk storage.
- Will not exceed 900 MB per month bandwidth usage.
- Will not be used for commercial purposes and does not meet any of the conditions describing a commercial web site, listed below under Commercial Web site.

#### Commercial Web Site

A Commercial Web Site is defined by its content, intent and bandwidth usage. Web sites which advertise or provide information, resources, services, or merchandise to the general public for direct or indirect commercial gain, web sites designed to raise money for a particular purpose, including web sites maintained by non-profit or not-for-profit organizations, and web site's whose bandwidth usage exceeds 500 MB, are defined by Whidbey Telecom as a Commercial Web Sites. The current prices and descriptions for Commercial Web Sites can be obtained through Whidbey Telecom's offices, or at: <https://www.whidbeytel.com/products-services/internet-services/web-hosting>

#### Network Address Assignments

All network address assignments issued by Whidbey Telecom (such as Class C, subnet, static and dynamic IP addresses) are the property of Whidbey Telecom and are be subject to ARIN guidelines located at <http://www.arin.net>. Network address assignments may be changed by Whidbey Telecom at any time. In the event Customer's Services are terminated for any reason, all network address assignments provided by Whidbey Telecom for Customer's use in connection with the Services shall revert to Whidbey Telecom.

#### Domain Name Hosting and Registration

Customer represents and warrants to Whidbey Telecom that all Customer domain names hosted by Whidbey Telecom do not, directly or indi-



rectly, infringe the legal rights of any third party and that the domain name is not being registered for any unlawful purpose. Each Customer for whom Whidbey Telecom hosts domain names shall: (1) pay to Whidbey Telecom or Customer's Registration Service Provider all applicable fees associated with registration and use of Customer's domain names, (2) provide Whidbey Telecom or Customer's Registration Service Provider with current, complete and accurate information about Customer as required by the registration process, and (3) maintain and update this information as needed to keep it current, complete and accurate. Registration of any domain name shall be subject to suspension, cancellation, or transfer pursuant to any ICANN-adopted policy located at, <http://www.icann.org/udrp/>. Whidbey Telecom shall not be a party to any disputes or lawsuits involving domain name registration or use.

### **Promotions & Discounts**

1. Whidbey Telecom will offer, from time to time, special promotional pricing and/or discounts on our Service. Such promotion/discounts may be offered with certain terms, conditions, and/or restrictions. Use of a promotion/discount and/or any service(s) that has a promotion/discount applied to it constitutes acceptance by Customer of all promotion/discount terms, conditions and restrictions, as well as these Terms & Conditions of Whidbey Telecom Internet & Broadband.
2. Whidbey Telecom and/or its affiliates and subsidiaries reserve the right to change or discontinue any promotion/discount at any time and, in some instance, without notice.
3. Monthly charges for current service subscriptions, taxes, surcharges, installation, equipment, and other applicable charges and fees, including any applicable Early Termination Fees, are extra and are subject to change throughout and after the promotional period and, in some instances, may change without notice.
4. Regular monthly service rates apply after applicable promotional period ends or if any service is downgraded or cancelled, whether cancellation or downgrade is customer requested or Whidbey Telecom initiated.
5. Acceptance of a promotional or discounted price may require Customer to commit to a minimum service period. An early termination fee may be applied to Customer's account balance following cancellation or downgrade of a promotional or discounted service if required minimum service period commitment is not met.

### **Billing and Payment Practices**

1. Whidbey Telecom's prices, fees, and services are subject to change without notice. All requests for changes to Customer's account or Services must be received by Whidbey Telecom in writing by the twentieth of the month in order to be reflected on the following month's bill. Changes to Customer's account or Services or Whidbey Telecom's billing methods may result in changes in the charges for the Services.
2. Whidbey Telecom's bills will be rendered on or about the first of each month, and payment is due upon receipt and shall be received by Whidbey Telecom no later than the payment due date specified in the bill. If full payment is not received by the payment due date specified in the bill, a reminder may be placed on Customer's account. Interest will accrue on any unpaid balance at a rate of one and one-half (1.5) percent per month or the highest rate allowed by law, whichever is lower.
3. If Whidbey Telecom does not receive full payment of the charges set forth in Customer's bill by the 10th of the month following the month the bill was rendered (or the first business day after the 10th if the 10th falls on a weekend or holiday, or such later date as Whidbey Telecom may, in its sole discretion, agree to receive payment from Customer), Whidbey Telecom may anytime thereafter suspend Customer's Services for non-payment. If a Customer's bill remains unpaid for ten (10) days after Customer's Services have been suspended for non-payment, Whidbey Telecom may anytime thereafter terminate Customer's account and delete any data associated with it. Suspension of Customer's Services or termination of Customer's account shall not affect Customer's obligation to pay all fees due or incurred on the account, including collection and attorneys' fees incurred by Whidbey Telecom. Whidbey Telecom's bills are rendered for a full month's Services, and Whidbey Telecom shall have no obligation to prorate any charges in the event Customer's account is suspended or terminated for nonpayment. If Customer's account is suspended or terminated for non-payment, Whidbey Telecom may charge a reconnection fee if Customer seeks to re-establish service, and Whidbey Telecom will not re-establish Customer's Services until all past due amounts and applicable reconnection charges are paid in full.

### **Voluntary Suspension**

1. Email and commercial web site accounts. Customer may request suspension of Customer's account for no less than one (1) month and up to nine (9) months, during which time no billing will accrue. Requests for suspension must be received in writing and must be received by the twentieth of the month in order to be reflected on the following month's bill. Suspension by telephone must be confirmed by the Customer in writing. Suspension does not relieve Customer of past obligations and charges. Accounts which are suspended for more than nine (9) months may be subject to termination unless special arrangements have been made.



2. High-Speed Internet and Broadband accounts. High-Speed Internet and Broadband accounts may not be suspended, and early termination fees may apply. Re-installation of service is subject to the installation and setup fees in effect at the time of re-activation.  
Cancellation

Requests for service cancellation must be received in writing, and the requested disconnect date must be prior to the twentieth (20th) of the month in order to be reflected on the following month's bill. Upon cancellation all promotional discounts and offers will be terminated and may not be renewed. Disconnection requests made by telephone must be confirmed in writing. Cancellation of Services shall not relieve Customer of accrued charges for the Services or other obligations under these Terms and Conditions.

Account Inquiries

Account inquiries or billing questions should be directed as follows:

Email: [billing@whidbey.com](mailto:billing@whidbey.com);

Postal: Whidbey Telecom, PO Box 329, Langley, WA 98260-0329;

Telephone:

South Whidbey: 360-321-1122

North Whidbey: 360-678-8822

Camano Island/Snohomish County: 360-652-8885

Point Roberts: 360-945-8888.

Jurisdiction; Attorney's Fees

1. These Terms and Conditions are governed by Washington State law without regard to its conflict of law provisions. The Superior Court of Washington State for Island County shall have exclusive jurisdiction over all disputes arising out of or related to these Terms and Conditions, Customer's account, and the Services. Customer hereby consents to the personal jurisdiction of this court with respect to such matters.

2. In any legal proceeding arising from or related to these Terms and Conditions, the substantially prevailing party shall be entitled to recover its reasonable expenses incurred in such proceeding, including its reasonable attorneys' fees and costs of suit, in addition to such other relief as the court may grant.

### Export

The United States export control laws regulate the export and re-export of technology originating in the United States. This includes transmission of information and software to foreign countries and foreign nationals. Customer and all users of the Services shall abide by these laws, including, but not limited to, the Export Administration Act, the Arms Export Control Act, and their implementing regulations. Customer shall not transfer, by any means, any content derived through use of the Services to either a foreign national or a foreign destination without first obtaining any required government authorization.

### Miscellaneous

1. Customer's use of the Services constitutes acceptance of these Terms and Conditions as amended from time to time and Customer's agreement to pay for the Services according to the Whidbey Telecom's billing policies as amended from time to time.

2. If any part of these Terms and Conditions are found invalid, the balance of the Terms and Conditions shall remain enforceable.

3. If, at any time, Whidbey Telecom does not enforce any right or remedy available to it under these Terms and Conditions, that failure shall not result in a waiver of Whidbey Telecom's right to enforce that right or remedy at a later time.

4. Copied, microfiche, scanned or other duplicate or electronic images of these Terms and Conditions are admissible for all purposes.

### No Rights

Customer has no right to receive Service from Whidbey Telecom and service may be denied at Whidbey Telecom's sole discretion, whether it is the initial provision of the Services or reinstatement to the Services.