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## Online E-Billing Service and Disclosure Agreement

This Online E-Billing Service and Disclosure Agreement ("Agreement") between The Ayersville Telephone Company, dba Ayersville Cable (hereinafter "Ayersville") and customers of Ayersville electing to use the Online E-Billing Service (hereinafter "Customer") governs Customer's use of the Online E-Billing Service.

### I. General

- A. The Online E-Billing Service permits Customer to access billing statements and pay the amounts set forth therein online through the use of a personal computer.
- B. Upon an election to use the Online E-Billing Service, Customer agrees to the terms and conditions of this Agreement.
- C. Customer's use of the Online E-Billing Service is also governed by any Service Agreement by and between The Ayersville Telephone Company and Customer. Other than the method of payment set forth in any such Service Agreement, such Service Agreement remains in full force and effect and does not change because of Customer's election to use the Online E-Billing Service. Customer should review such Service Agreements for any applicable fees and late charges for failure to make payment on or before the due date set forth in each Customer service bill.

### II. Online E-Billing Service

A. To use the Online E-Billing Service Customer will need the following:

- i. a computer with internet access and a valid email account;
- ii. Online E-Billing Service Password; and
- iii. a valid credit/debit card or checking/savings account information for paying online.

B. Online E-Billing Service may be used by Customer to access Customer billing statements and to pay the amounts set forth in any Customer billing statement.

C. Upon an election by Customer to use the Online E-Billing Service, Customer will no longer receive a paper billing statement from The Ayersville Telephone Company, unless such Online E-Billing Service is terminated by The Ayersville Telephone Company Customer as set forth herein.

### III. Customer Responsibilities

A. Customer agrees to regularly review its Online E-Billing Service account and timely pay all amounts stated in Customer's billing statements, whether or not Customer has received email notification of Customer's bill availability.

B. Customer agrees to maintain a valid email account and to notify The Ayersville Telephone Company of any changes in such account. The Ayersville Telephone Company will send notification of Customer's bill availability to the email address shown in The Ayersville Telephone Company's records. The accuracy of that e-mail address is entirely Customer's responsibility and in particular, but without limitation, should that e-mail account ever become invalid or should Customer wish notification of bill availability to be sent to a different e-mail account it shall be Customer's responsibility to notify The Ayersville Telephone Company of such change. Customer shall remain fully liable for any bills of which notification has been sent to Customer's previous e-mail address.

C. Customer agrees to protect its Online E-Billing Service password. Customer agrees that The Ayersville Telephone Company may send notices and other communications, including password confirmations, to the email address shown in The Ayersville Telephone Company's records. Customer agrees that The Ayersville Telephone Company will not be responsible or liable in any manner if any information or correspondence informing Customer of its password is intercepted by an unauthorized person. Customer should contact The Ayersville Telephone Company immediately if Customer's password has been compromised.

IV. Termination

- A. Customer may cancel its participation in the Online E-Billing Service by notifying The Ayersville Telephone Company of its intent to cancel in writing. Termination of Customer's participation in the Online E-Billing Service will not serve to terminate Customer's rights and obligations under any Service Agreement by and between Customer and The Ayersville Telephone Company.
- B. The Ayersville Telephone Company may terminate Customer's participation in the Online E-Billing Service for any reason at any time, with or without notice to Customer. In the event The Ayersville Telephone Company terminates Customer's participation in the Online E-Billing Service, The Ayersville Telephone Company will send paper billing statements to Customer.
- C. The Ayersville Telephone Company may terminate Customer's participation in the Online E-Billing Service without notice to Customer in the event Customer fails to pay amounts owing on any billing statement or if Customer otherwise fails to comply with the terms of this Agreement. If Customer's Online E-Billing Service is terminated as set forth in this Section, Customer must contact The Ayersville Telephone Company to re-activate the Online E-Billing Service. In the event The Ayersville Telephone Company terminates Customer's participation in the Online E-Billing Service pursuant to this Section, The Ayersville Telephone Company will send paper billing statements to Customer.

V. Other Terms and Conditions

- A. The Ayersville Telephone Company reserves the right to refuse use of the Online E-Billing Service to anyone for any reason, at any time. Further, The Ayersville Telephone Company reserves the right to modify or discontinue (permanently or temporarily) the Online E-Billing Service at The Ayersville Telephone Company's discretion.
- B. The Ayersville Telephone Company does not guarantee uninterrupted access to the Online E-Billing Service and makes no representations, warranties or guarantees whatsoever as to its operation, availability, functionality, or that it will be free of error or disruption or otherwise.
- C. Information regarding any previous electronic billing statements is shown at the date the bill was produced and is subject to change. Customer should contact The Ayersville Telephone Company at 419-395-2222 if Customer has any questions.
- D. The Ayersville Telephone Company reserves the right to alter this Agreement by posting a new Agreement on the Online E-billing Service. The Ayersville Telephone Company will make the latest version of this Agreement available for Customer to read at all times.
- E. Customer acknowledges and agrees that The Ayersville Telephone Company has instituted commercially reasonable security procedures for electronic payment pursuant to this Agreement. Customer agrees to be bound by any instructions implemented by The Ayersville Telephone Company in compliance with such security procedures.

I acknowledge that I have read the above agreement and wish to have my monthly statements sent to me electronically as specified below.

Print Customer Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Customer Phone Number: \_\_\_\_\_

Email Address for Receiving of Electronic Statements: \_\_\_\_\_

Requested Password: \_\_\_\_\_

Date: \_\_\_\_\_

