



TERMS AND CONDITIONS

West Carolina Com's primary Internet access provider is Spirit Telecom.

Customers use of WCTel.net constitutes Customer acceptance of terms and conditions.

Customer is responsible for all equipment and software necessary to connect to WCTel.net.

Customer agrees to use the service in a manner consistent with any and all applicable laws.

Use of WCTel.net for any unsolicited advertising is prohibited.

Customer is responsible for all use of account(s) and confidentiality of password(s). West Carolina Com will suspend or change access to Customer's account(s) immediately upon notification by Customer that a password has been lost, stolen, or otherwise compromised.

Customer agrees to pay West Carolina Com all charges relating to the use of Customer's accounts(s). Customer recognizes that there is a 30-day minimum subscription period.

All invoices are due upon receipt and payable within ten (10) days unless other arrangements have been made.

West Carolina Com reserves the right to suspend access for Customer account(s) upon indication of a credit problem including but not limited to delinquent payments. A reconnection charge will apply after payment of any outstanding balance.

West Carolina Com reserves the right to change prices on a 30-day notice.

Neither West Carolina Com nor Spirit Telecom are responsible for any damages arising from Customer's ability or inability to use WCTel.net.

West Carolina Com shall not be held liable for any delay in or failure to perform the services caused by circumstances beyond its control such as acts of God or other causes which it could not have reasonably foreseen or any other cause which similarly impedes the provision of service. Customer understands service could be interrupted for several reasons, including but not limited to malfunctions or maintenance.

West Carolina Com shall have the right, but not be obligated to edit publicly viewable information.

Customer is hereby warned that some information accessible via WCTel.net may be considered objectionable or obscene. West Carolina Com is not responsible for inadvertent or deliberate access to such information nor can it prevent access of such material.

The benefits or rights conferred are non-transferable. Use of WCTel.net is expressly limited to Customer and Customer's immediate family or direct employees. Customer will not resale, redistribute or sublicense, to any individual, commercial reseller, value-added carrier or other commercial network provider, access to the Internet or to WCTel.net. Account sharing and multiple logins are strictly prohibited and shall be cause for immediate termination of service.

Additional access ID's are available for measured plans only. "Email only" accounts are available for all plans including unlimited.

Unlimited access does not mean dedicated access. This does not include the right to maintain open access to an Internet connection unless active data transfer is taking place. West Carolina Com reserves the right to disconnect any user that ceases to transfer or receive data for a period of 30 minutes or more. An excessive number of access hours in a month can be cause for termination of service.

NOTIFICATION OF CLAIMED COPYRIGHT INFRINGEMENT

Digital Millennium Copyright Act

West Carolina Communications, L.L.C. ("WCC") has a committed policy to honor the laws of the United States, including copyright laws. WCC expects all customers and visitors to do the same. The Digital Millennium Copyright Act of 1998 ("DMCA") provides several remedies for owners of copyrighted material who believe that their rights have been infringed on the Internet. Pursuant to the DMCA, when WCC receives a properly filed complaint satisfying the requirements of the DMCA, WCC will remove or block access to the allegedly infringing material. If a customer of WCC believes that a notice of copyright infringement has been improperly filed, the customer may submit a counter-notification to WCC.

West Carolina Communications, L.L.C. will not be a party to disputes over alleged copyright infringement.

This information is not to be construed as legal advice.

Notification of Claimed Copyright Infringement

If you believe that a Web page or Web site hosted by WCC is violating your rights under U.S. copyright law, you may file a complaint of such claimed infringement with the WCC designated agent in the manner described below.

By Mail:

West Carolina Communications, L.L.C.
229 Hwy ByPass
Abbeville, South Carolina 29620

By telephone: (864) 446-2111

By email: shannon.sears@wctel.com

For your complaint to be valid under the DMCA and for action to be taken by WCC, the complainant must provide the following information when forwarding an alleged infringement notice:

- a. A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- b. Identification of the copyrighted work claimed to have been infringed;

- c. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit WCC to locate the material;
- d. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address;
- e. 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 agent, or law; and,
- f. 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.

(For more details on the information required for valid notification, see 17 U.S.C. § 512(c)(3).)

You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys' fees.

Counter-Notification to Claimed Copyright Infringement

If a notice of copyright infringement has been lodged against you, you may file a counter-notification with WCC 's designated agent at the address listed above. Such counter-notification must contain the following information:

- a. Physical or electronic signature;
- b. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- c. A statement under penalty of perjury that the Member has a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and,
- d. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the federal district in which you are located, and that you will accept service of process from the complainant.

If WCC receives a valid counter-notification, the DMCA provides that the removed material will be restored, or access re-enabled.

These terms and conditions define what West Carolina Com considers improper and or abusive. These terms are non-exclusive and do not attempt to list all actions which can be considered cause for disconnect of services. If you are unsure if a contemplated use or action is permitted, please call our office at 446-2111.

West Carolina Com reserves the right to modify these terms and conditions when necessary.

Last Updated: January 31, 2017