

Hayneville Telephone Company - Broadband Terms & Conditions

LIMITED WARRANTY: See Standard Terms and Conditions. Company makes no warranty on equipment.

ADDITIONAL TERMS AND CONDITIONS: See Standard Terms and Conditions.

ACCEPTABLE USE: See Acceptable Use Policy that follows Standard Terms and Conditions.

POLICY: By signing below, the Subscriber acknowledges notice of, accepts and agrees to all of Hayneville Telephone Company Internet's Standard Terms and Conditions and its Acceptable Use Policy, copies of which are posted at <http://www.htcnet.net>] and which have been provided to Subscriber, and all of which are incorporated herein by reference and made a part hereof.

APPLICANT (SUBSCRIBER) NAME

By:	
Account Holder Name:	
Title:	
Date:	

Hayneville Telephone Company Broadband Services Standard Terms & Conditions

Subscriber acknowledges notice of, accepts and agrees to the terms and conditions (hereinafter the "Standard Terms and Conditions"), which are incorporated into and made a part of Subscriber's Application for Service.

1. **Services.** Hayneville Fiber Transport, Inc., d/b/a Camellia Internet, (hereinafter "Camellia Internet") will provide, and Subscriber will purchase, Internet services ("Services") on the terms and conditions set forth in these Standard Terms and Conditions.
2. **Subscribers.** Subscriber is responsible for his or her own end users. It is therefore the responsibility of every Subscriber to ensure that his or her end users understand and adhere to these Standard Terms and Conditions. Violations of these Standard Terms and Conditions by a third party will be considered a violation by the Subscriber of the Services.
3. **Initialization.** The Subscriber is responsible for having a compatible computer system as set forth in the Camellia Internet Application Form prior to obtaining Services. Unless otherwise prescribed in writing, Camellia Internet's only responsibility for initialization of the Services is the necessary Subscriber line connections in the Remote Terminals and to the Central Office equipment necessary to provide Subscriber's Services on the Subscriber's line. **CAMELLIA INTERNET DOES NOT REPRESENT, WARRANT OR COVENANT THAT INSTALLATION BY SUBSCRIBER OR A THIRD PARTY CHOSEN BY SUBSCRIBER WILL ENABLE CUSTOMER TO SUCCESSFULLY ACCESS, OPERATE OR USE THE SERVICES, NOR THAT SUCH INSTALLATION**

WILL NOT CAUSE DAMAGE TO SUBSCRIBER'S COMPUTER, DATA, SOFTWARE, FILES OR PERIPHERALS. Camellia Internet does not offer computer peripheral device service or maintenance. In the event that the Subscriber insists that Camellia Internet render assistance in the installation of customer premises equipment, Subscriber acknowledges notice of, accepts and agrees to the terms and conditions set forth in Addendum A, attached hereto.

4. Minimum System Requirements and Wiring. Subscriber acknowledges that its computer(s) must meet minimum requirements in order to access the Services. Subscriber also agrees and acknowledges that certain inside wiring and/or equipment (other than listed in Camellia Internet Application Form) may be necessary in order to complete installation of the Services. Any fees for such wiring and/or equipment will be billed to the Subscriber based on the prevailing hourly rate for Camellia Internet's technicians and the cost of such equipment. Camellia Internet and its employees, agents, contractors and representatives shall have no liability whatsoever for any damage, loss or destruction occurring as a result of the installation of any inside wiring and/or equipment at Subscriber's premises. Subscriber acknowledges that Services require a working telephone line and that Subscriber is solely responsible for the costs associated, directly or indirectly, with said line. Camellia Internet's liability, if any, for failures in wiring and/or equipment, whether caused by the negligence of Camellia Internet, its employees, agents, contractors and/or representatives or otherwise, is expressly limited to a credit for the charges billed to Subscriber for installation of the Services. Subscriber is obligated to notify Camellia Internet immediately of any alleged failures in wiring and/or equipment installed by Camellia Internet for which a credit allowance is desired. Before giving such notice, Subscriber shall ascertain that the trouble is not being caused by any act or omission of Subscriber within Subscriber's control, or is not in the wiring or equipment, furnished by Subscriber and connected to Camellia Internet's facilities.
5. Initial Term; Renewal Term. The initial Services term is one month, beginning on the date of the Subscriber's execution of the Camellia Internet Application Form. Thereafter, Services provided pursuant to these Standard Terms and Conditions shall be provided automatically for successive periods of one month.
6. Charges; Payment Terms. All invoices for Services are subject to payment in accordance with Camellia Internet's prevailing schedule of prices, terms and conditions, without deduction or setoff of any kind. The recurring monthly fee is due and payable in advance of each monthly billing period for which the Subscriber has purchased Services in accordance with the terms of invoices to Subscriber. Monthly fees are non-refundable. The initial invoice will include the fee for initialization, and may include non-recurring installation charges including, but not limited to, charges for equipment and inside wiring. Payments received by Camellia Internet from Subscriber will first be applied to any unpaid interest charges and then chronologically applied to the oldest invoice. Any invoice not paid when due shall have added to the unpaid balance thereof, on a monthly basis, a late fee at one and one half percent per month (1.5%).
7. Compliance. Subscriber agrees to comply with all applicable federal, state and local laws, rules and regulations in connection with its use of the Services. Subscriber agrees to adhere to Camellia Internet's Acceptable Use Policy (see attached), as the same may be amended from time to time. A copy of such policy may be viewed at <http://www.htcnet.net>.
8. No Resale of Services; Use of Services by Others. Services provided by Camellia Internet are for the sole use of the Subscriber and not for resale or license of any nature

whatsoever without the prior written consent of Camellia Internet, which may be given or withheld in its sole discretion. Subscriber is and shall be responsible for any misuse of Services, even if the inappropriate activity was committed by a friend, family member, guest, employee or any other person with access to the Subscriber's account, regardless of whether the Subscriber authorized the use of the Services.

9. Fixed Location Service. Subscriber acknowledges that this is a fixed-location service and may not be moved to a different residence (even if the phone number remains the same) or a different phone number without payment of the new connection fees. If Customer moves residences, Customer shall notify Camellia Internet.
10. Termination; Default. Either party may terminate the Services effective upon written notice to the other party. Such termination will not relieve the party of any payment or indemnity obligations related to service prior to termination. Without limiting the foregoing, Camellia Internet, in addition to exercising any other rights under law, shall terminate all Services to Subscriber upon: (a) Subscriber's breach or violation of any term or provision of these Terms and Conditions or Camellia Internet's Acceptable Use Policy); (b) Subscriber's use of the Service in such a way as to cause damage to or degradation of the Camellia Internet's system; or (c) or in the event of the insolvency of Subscriber, appointment of a receiver or trustee for Subscriber, execution by Subscriber of an arrangement for the benefit of creditors or similar proceeding, or initiation by any party of any other proceeding involving Subscriber as debtor under Bankruptcy Code, as amended. Upon such termination, all amounts owed for prior Service will become immediately due and payable and all equipment belonging to Camellia Internet must be returned immediately. If Subscriber shall fail to do so, Camellia Internet shall have the right to collect from Subscriber an amount sufficient to reimburse Camellia Internet for the cost of the unreturned equipment. Following such Service termination, Camellia Internet may require payment of a reconnection fee and/or security deposit as a condition for reconnecting Service. Camellia Internet retains sole discretion as to whether to allow service to be reconnected after termination due to a breach or violation of the Standard Terms and Conditions or Acceptable Use Policy.
11. Security. Subscriber is solely responsible for the security of any device Subscriber chooses to connect to the Services, including any data stored on that device. Subscriber expressly assumes any and all risks relating to the security of its communications, data and network and its potential access by others, including, but not limited to the transmission of any computer viruses or similar software which alters, disables or destroys, in whole or in part, the Subscriber's hardware, communications, data and/or network.
12. Limited Warranty; Disclaimer of Warranties; Limitation on Damages. THE SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUBSCRIBER UNDERSTANDS AND ACKNOWLEDGES THAT DSL SPEEDS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY HTC INTERNET EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY AND SUBSCRIBER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. CAMELLIA INTERNET MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE

INFORMATION AND/OR DATA RESIDING ON OR PASSING THROUGH AND/OR OVER THE NETWORK. USE OF ANY INFORMATION OBTAINED FROM OR THROUGH SERVICES PROVIDED BY CAMELLIA INTERNET WILL BE AT SUBSCRIBER'S OWN RISK. SUBSCRIBER ACKNOWLEDGES THAT CAMELLIA INTERNET IS NOT AND WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY ERRORS OR INTERRUPTION IN THE SERVICES, WHERE WITHIN OR OUTSIDE THE CONTROL OF CAMELLIA INTERNET OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL CAMELLIA INTERNET BE LIABLE FOR ANY FORM OF DAMAGES OR LOSSES (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES) THAT RESULT FROM SUBSCRIBER'S USE OF OR INABILITY TO ACCESS ANY PART OF THE INTERNET, SUBSCRIBER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICES, ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICES CAUSED BY THE SUBSCRIBER, CAMELLIA INTERNET OR A THIRD PARTY'S NEGLIGENCE, FAULT, MISCONDUCT OR FAILURE TO PERFORM, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE OF ANY NATURE WHATSOEVER. SUBSCRIBER UNDERSTANDS THAT TELECOMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS OUTSIDE OF THE DIRECT CONTROL OF CAMELLIA INTERNET. UNDER NO CIRCUMSTANCES SHALL ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS.

13. Indemnification. Subscriber shall indemnify and hold Camellia Internet harmless from and against any and all claims, losses, damages, liabilities, fees and expenses incurred by Camellia Internet (including attorneys' fees and expenses) or Subscriber resulting from, arising out of, or connected with any breach or violation by Subscriber of any terms and conditions set forth in the Standard Terms and Conditions or Acceptable Use Policy and Subscriber's use of Services in any manner whatsoever.
14. Notices; Facsimile Signatures. All required notices shall be in writing, sent by first class U.S. Mail, postage prepaid and if addressed to Hayneville Fiber Transport, Inc., P.O. Box 129, Greenville, AL 36037 or if to Subscriber, to the address appearing on records of Camellia Internet or to such other addresses as either party may from time to time advise in writing. The delivery of any party to the other of a telecopy or facsimile signature shall have the same effect as the delivery of an original signature; provided, however, that the party thereafter shall promptly deliver an original signature page to the other (although any failure or delay in the delivery of an original signature shall not vitiate or impair the legally binding effect of a telecopy of facsimile signature).
15. Binding Effect. These Standard Terms and Conditions shall be binding upon, inure to the benefit of, and be enforceable by the parties and their successors and permitted assigns of Subscriber; provided, however, that neither the equipment nor these Standard Terms and Conditions nor any of the rights, interests or obligations of Subscriber hereunder or to the equipment may be transferred, assigned or delegated without the prior written consent of Camellia Internet.

16. **Governing Law and Forum.** All rights and obligations of Camellia Internet and Subscriber with respect to the provision of Services shall be governed by and construed in accordance with the laws of the State of Alabama. All questions or controversies arising out of or in any way relating to any service contract, invoice, these Standard Terms and Conditions or any other aspect of the relationship between Camellia Internet and Subscriber shall be submitted, as appropriate, to the Alabama Public Service Commission, the Circuit Court of Lowndes or Butler County, Alabama or the District Court of Lowndes or Butler having subject matter jurisdiction, and the parties submit themselves to the personal jurisdiction of such administrative body or court, and any service of a summons, process, or other paper in connection with such proceedings may be made by giving notice as provided herein. Subscriber agrees to pay all costs of collection, including all reasonable attorney's fees and expenses, incurred by Camellia Internet arising from or related to the collection of any amounts due. The right to such attorney's fees and expenses shall be deemed to have accrued from the commencement of any such activities and shall be enforceable whether such action is filed or prosecuted to judgment. The rights and remedies herein are cumulative and not exclusive of other rights and remedies which may be granted or provided by law, and nothing herein contained shall be construed to preclude or in any way prohibit Camellia Internet from instituting and otherwise prosecuting to judgment a lawsuit in any court of competent jurisdiction to effect the collection of any sums due it or to enforce any right or remedy arising hereunder or otherwise.
17. **Reformation; Severability.** If any term, covenant or condition of these Standard Terms and Conditions or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, and the remainder shall not be affected thereby and each term, covenant or condition shall be valid and be enforced to the fullest extent permitted by law.
18. **Representation and Warranty of Subscriber.** If Subscriber is an individual, Subscriber represents and warrants that he is at least 19 years old and has the capacity to enter into contracts without the consent or approval of any other person, and if Subscriber is an entity, Subscriber represents that it is duly organized and in good standing in the jurisdiction of its organization and in the State of Alabama, and that the execution and delivery the Subscriber of the Camellia Internet Application Form and Standard Terms and Conditions and the performance by the Subscriber of its obligations thereunder have been duly authorized by all necessary action, do not require any approval or consent of any person or local, state, federal or other governmental authority, and do not and will not conflict with, result in any violation of, or constitute any default under, and provision of, the articles of organization or by-laws or other organizational documents of the Subscriber or any contract, agreement, document or instrument to which it is a party or by which it is bound.
19. **Entire Agreement.** The Camellia Internet Application Form, incorporating by reference the Standard Terms and Conditions and Acceptable Use Policy (the "Agreement"), contain the entire agreement and understanding concerning the Services and supersede all prior negotiations and all other agreements, whether electronic, written or oral. The Agreement may be modified at any time hereafter by Camellia Internet, provided that Camellia Internet will notify you of any such changes by posting a notice of such changes at <http://www.htcnet.net> or by notice via e-mail or postal mail. Such revisions shall become effective for all Subscribers twenty-four hours after they are posted. The printed

or electronic version of the Agreement and of any notice given in electronic form shall be admissible in judicial or administrative hearing based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

20. Waiver. Any failure by either party to insist upon the strict performance by the other party of any of the provisions of the Agreement shall not be deemed a waiver of any of the provisions of the Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of the Agreement.
21. Limitations on Resource Usage. Camellia Internet reserves the right to impose limits on the total amount of disk space and other resources available for Subscriber's use on Camellia Internet operated computers. Camellia Internet reserves the right to delete, without notice, personal e-mail files that have not been accessed for more than one month. Limited disk space for storage of personal web pages is available upon request. Disk space for storage of commercial web pages is available in amounts specific to each Internet service package. Use of excess space will be charged on a monthly basis according to rates and prices published online at the time of use. Camellia Internet reserves the right to remove files that exceed allowed limits.
22. E-Mail Privacy. Electronic mail passes through multiple mail servers on the Internet as it passes from source to destination. Privacy can never be guaranteed from every possible mail server; therefore, Subscribers seeking total privacy should use some encryption scheme to render messages unreadable by eavesdroppers. Camellia Internet will only examine Subscribers' mail on its own mail servers when absolutely required, for example, when troubleshooting e-mail delivery problems or pursuant to a valid state or federal civil or investigative demand.
23. Web Service. Camellia Internet grants you non-exclusive, non-transferable, limited license to store documents on a Camellia Internet Internet World Wide Web server in accordance with this Agreement. Camellia Internet will bill for usage in accordance with rate and prices published online at the time of use. Personal web space may not be used for commercial purposes. Commercial web space is available as an optional service. You are responsible for domain name registration with InterNIC and for any associated fees charged by InterNIC. Provided however, that if selected by you as an optional service, Camellia Internet will register an available domain name with InterNIC on your behalf and charge you a registration fee and the initial term fee charged by InterNIC for owning the domain name. Camellia Internet charges an initial nonrecurring setup fee for adding your registered name on the Camellia Internet domain name server and a monthly recurring fee for each month the site is hosted.

Camellia Communications Acceptable Use Policy

Hayneville Fiber Transport, Inc., d/b/a Camellia Internet, ("Camellia Internet") provides several information related services, including Internet access, various electronic mail (e-mail) packages and services, World Wide Web website hosting arrangements, and other online and Internet-related services (collectively, the "Services"). Use of Services constitutes a customer's agreement with Camellia Internet to abide by this Acceptable Use Policy. Our customers are responsible for the privacy of, content of and liability of their own communications and Internet use. Our customers are expected to use the Services in a responsible manner that respects the

rights of other Internet users, and to ensure that all those who use customer's services abide by these rules. As a customer, you agree that you will not use the Services:

- To probe, monitor data or interfere or breach the security of any network or system without the explicit authorization of the administrator of that system or network.
- To interfere with the service of any user, host or network, including deliberate attempts to overload a server, network connected device or network component, or to originate malformed data or network traffic that results in damage to, or disruption of, a service or network connected device.
- To engage in "spamming", which is the sending of a series of unsolicited electronic messages to another Internet user, or sending unsolicited electronic messages to 10 or more recipients.
- For illegal purposes or to further illegal activities, such as uploading, downloading, posting, distributing or facilitating the distribution of any material that:
 - constitutes an unauthorized reproduction or transmission of copyrighted or other protected materials;
 - violates U.S. export control laws;
 - is threatening, abusive, harassing, obscene, defamatory, libelous, deceptive, fraudulent or invasive of another's privacy; or
 - encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation.
- To forge data with the intent to misrepresent the origination user or source.
- To forge electronic mail headers (including any portion of the IP packet header and/or electronic mail address), or any other method used to forge, disguise, or conceal the user's identity when using the Service ("Spoofing").
- To use another Internet user's electronic mail server to relay electronic mail without the explicit permission from that third party ("Mail Relay").
- To conceal, forge or otherwise falsify your identity in connection with any Services.

Camellia Internet may revise this policy from time to time by posting it on its website at <http://www.htcnet.net> Such revisions shall become effective for all users twenty-four hours after they are posted.

Violation Reporting and Investigative Process

To report a violation of Camellia Internet's Acceptable Use Policy, please e-mail us at with sufficient information to allow for Camellia Internet to investigate the report. Camellia Internet will respond as follows:

Initial Investigation. First, Camellia Internet will attempt to investigate the report and when feasible will contact the Subscriber or others to seek additional information.

Remedial Action. If the investigation reveals an apparent violation, Camellia Internet may do one or more of the following, in its sole discretion:

- Request that the Subscriber correct the problem.
- Suspend or terminate Subscriber's account.

- In the event of the posting of copyrighted material, see Digital Millennium Copyright Act Policy <http://www.htcnet.net>.
- Legal Action. Where appropriate, Camellia Internet may take legal action against the offending subscriber and report the Violation to Governmental Authorities.

Camellia Internet will acknowledge formal violation reports by notifying the reporting party that the issue is being investigated and appropriate action will be taken. In certain instances, Camellia Internet may specify the action being taken to address the violation.

Repeat Violations. In the event of repeat violations, Camellia Internet may take additional steps to protect its network and Subscribers, including, but not limited to, filtering IP addresses or disabling or terminating subscriber accounts.

Digital Millennium Copyright Act & Our Policy

On October 28, 1998, President Clinton signed into law the Digital Millennium Copyright Act (“DMCA”). Hayneville Fiber Transport, Inc.’s, d/b/a Camellia Internet, (“Camellia Internet”) policy is to respond to notices of alleged copyright infringement if such notices substantially comply with the DMCA and other applicable laws and/or regulations and to “take down” and/or disable access to material of repeat infringers.

In response to the DMCA, Camellia Internet designated Tammy Williams as its agent for notification of any alleged copyright infringement. He can be reached by mail, telephone or e-mail:

NAME Tammy Williams
 TITLE Business Office Manager
 ADDRESS Post Office Box 129 Greeneville, Alabama 36037
 Phone (334)371-3000
 E-mail cctammyw@htcnet.net

If Camellia Internet “takes down”, removes, blocks or otherwise disables access to material in order to comply with the DMCA, Camellia Internet will use its best efforts to contact the Subscriber or Account holder affected so that they may respond with a “counter notification” as described in the DMCA. If Camellia Internet receives a “counter notification” that substantially complies with the DMCA and other applicable laws and/or regulations, Camellia Internet will provide the copyright owner with a copy. Unless Camellia Internet receives notification from a copyright owner that he has filed a court action seeking to restrain the alleged infringement, Camellia Internet will “put back” or unblock the material within 10 to 14 days of its receipt of the “counter notification”. If Camellia Internet receives such notification of court action, Camellia Internet will not put back or unblock the material but will use its best efforts to forward said notice to the Subscriber or Account holder affected.

Camellia Internet reserves the right to terminate service upon receiving evidence of repeated instances of copyright infringement.

What do I do if I believe my copyrighted material is being infringed?

If you believe that your material has been reproduced and posted on the web in a way that constitutes infringement, you must provide Camellia Internet designated agent with the following information in writing:

1. Identification of the copyrighted work(s) that you believe has been infringed.
2. Identification of the material that you believe is infringing on your copyrighted work or that is the subject of infringing activity.
3. Identification of where the alleged offending material is located sufficient to allow Camellia Internet to find it;
4. Information sufficient to allow Camellia Internet to contact you (your mailing address and telephone number, along with your e-mail address, if available);
5. The following statement by you: “I have a good faith belief that the use of the copyrighted materials described above in the manner complained of is not authorized by the copyright owner, its agent or the law”;
6. The following statement by you: “I swear, under penalty of perjury, that the information in this notification is accurate and that I am the copyright owner or authorized to act on the copyright owner’s behalf.”
7. Your physical or electronic signature.

WARNING: If you knowingly materially misrepresent that material or activity is infringing, you are liable for any damages that Camellia Internet, a Subscriber or Account Holder incurs as a result of such misrepresentation.

How do I file a “counter notification?”

If you believe that you have not infringed on protected material, you must then send a “counter notification”, in writing, to Camellia Internet designated agent with the following information:

1. Identification of the material that was removed or access to was otherwise disabled, and the location of such material prior to its removal.
2. At least one of the following statements by you: “I swear, under penalty of perjury, that I have a good faith belief that the materials described above were mistakenly removed or disabled” or “I swear, under penalty of perjury, that I have a good faith belief that the materials described above were removed or disabled because of misidentification”;
3. Information sufficient to allow Camellia Internet to contact you (your mailing address and telephone number, along with your e-mail address, if available);
4. The following statement by you: “I consent to the jurisdiction of the Federal District Court for the Judicial District in which my address is located, or if my address is outside the United States, for any judicial district in which Camellia Internet Telephone Cooperative, Inc. may be found and I will accept service of process from the person who provided the original notice of infringement or that person’s agent.”
5. Your physical or electronic signature.

WARNING: If you knowingly materially misrepresent that material was removed, blocked, taken down or otherwise disabled by mistake or misidentification, you are liable for any damages that Camellia Internet, a Subscriber or Account Holder incurs as a result of such misrepresentation.