

Innernet, Inc. Terms of Service

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Service Agreement (Terms And Conditions)

Innernet, Inc.(Innernet) provides Internet service (the "Service") subject to your compliance with the terms and conditions below.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE.

You agree that no other representations, whether verbal or written, have been made, hence, any and all other alleged agreements, whether verbal or written, if any, are null and void and this agreement shall substitute for them.

Use of the Internet

You understand that you have unlimited 'interactive' access to the Internet in general through the Service. Interactive is defined as: of, relating to, or being a two-way electronic communication system (as a telephone or a computer) that involves a user's orders (as for information or merchandise) or responses (as to a poll). Those considered abusing this Service may be required to obtain a dedicated access account or may have their account terminated. You agree that, except for information, products or services clearly identified as being supplied by Innernet, Inc., neither Innernet nor any of its affiliates operates or controls any information, products or services on the Internet in any way and that, except for such Innernet identified information, products or services, all merchandise, information and services offered or made available or accessible on the Internet are offered or made available or accessible by third parties who are not affiliated with Innernet or its affiliates.

No Service Warranties

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE INTERNET. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY INNERNET, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER INNERNET NOR ITS AFFILIATES WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE

SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

UNDER NO CIRCUMSTANCES SHALL INNERNET, ITS AFFILIATES OR ITS CONTRACTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM YOUR USE OF, OR INABILITY TO USE, THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR YOUR RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE. IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES AND OTHER INFORMATION, AND THE QUALITY AND MERCHANT ABILITY OF ALL MERCHANDISE, PROVIDED THROUGH THE INTERNET GENERALLY.

YOU UNDERSTAND FURTHER THAT THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. YOU ACCESS SUCH MATERIALS AT YOUR OWN RISK. INNERNET HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

If you are dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of Inernet in operating the Service, your sole and exclusive remedy is to discontinue using the Service.

Payment and Charges

All invoices/bills will be transmitted to you via e-mail. You are responsible for your awareness of having received such invoice/bill. You are responsible for knowing when your account is due for renewal regardless of claim to having failed to receive such invoice/bill.

Inernet assumes no responsibility or liability for any phone charges including, but not limited to, long distance charges, per minute (unit) surcharges and/or equipment or line costs, incurred by you while accessing Inernet. Any disputes or problems regarding phone service are strictly between you and your phone company or long distance service provider.

Inernet reserves the right to change fees, surcharges, monthly fees or institute new fees at any time upon thirty (30) days prior notice. If you have prepaid for service, the new charges will be in effect when you next renew your service.

You may not place orders, or attempt to pay for Inernet services using any expired, false or unauthorized credit card, or false or unauthorized bank or credit union information, and must promptly inform Inernet of the following: Changes in the expiration date of any credit card you use in connection with Inernet. Any changes to the bank or credit union account you use in connection with Inernet. Changes in your home or billing address. Apparent breaches of security, such as: loss, theft or unauthorized disclosure or use of a credit card, bank or credit union account, username or password.

Until Inernet is notified by telephone at 717-261-1960, or receives notice of a breach of security, you will remain liable for any unauthorized use of Inernet.

Inernet reserves the right to suspend access to the Internet for your account(s) immediately, without notice, upon rejection of any credit card charges, non-payment by your bank or credit union of authorized charges or any other indication of credit problems. Inernet reserves the right to charge you thirty (30) dollars for any returned checks.

You may terminate this agreement and close the assigned account after the TERM (month, quarter, year) of the service is complete provided prior notice to Inernet, Inc. is given. You shall remain responsible for any fees incurred up to the date of termination of the service.

You agree that activation/initiation fees are charges incurred for a service performed immediately upon signing up to the service. As a result, these charges are due for payment and are **not refundable**.

Innernet, Inc. requires fees to be paid in a timely manner, and in NO event shall payment actually received by Innernet be delayed more than 15 days from the due date on the Client's invoice. E-mail invoices are sent electronically 15 days before account due date. ***If payment is not received within 15 days after due date, account will be deactivated.*** Client agrees time is of the essence. No waiver by Innernet, Inc. of timeliness shall constitute future waiver of this requirement. Innernet, Inc. accepts credit card payment. Innernet, Inc. reserves the right to withhold service at its sole discretion to any party. If service is interrupted for non payment for any reason or deactivated, there will be a restoration fee of \$10, payable in advance before service shall be restored, in addition to the overdue charges. Service fees shall continue to accrue despite account suspension until Innernet, Inc. receives notice from Client that this agreement is terminated. Innernet, Inc. assumes no liability for files left on its equipment beyond 15 days past due by Clients delinquent in their payment obligation. A 1.5% late payment fee shall be assessed on any account not paid within fifteen (15) days of invoice date. Accounts remaining unpaid for thirty (30) or more days shall be deemed delinquent and the credit card or e-check provided by the Client will be charged for the remaining balance. Delinquent accounts shall accrue interest at 1.5% per month on all outstanding principle amounts until paid. Delinquent accounts remaining unpaid for 60 days will be submitted to a collection agency. The Client will be responsible for the cost of collections.

PLEASE NOTE

- At the time of purchase, you are committing yourself to the length of service you purchase. (***no refunds***)
- Activation fees are nonrefundable.
- Innernet, Inc. does all of its invoicing via e-mail. Paper invoices are available upon request for an additional fee.

User Conduct On the Service

While using the Service, you may not:

- restrict or inhibit any other user from using and enjoying the Internet;
- post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;
- post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful component;
- post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);
- upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder; or
- upload, post, publish, reproduce, transmit or distribute in any way any component of the Service itself or derivative works with respect thereto, as the Service is copyrighted as a collective work under U.S. copyright laws;

- post, publish, transmit, reproduce, distribute or in any way exploit any information about products and/or services to people who do not want to receive it. Violation of this acceptable user policy will very likely have the opposite effect of your intent. Innet reserves the right to suspend or cancel the your service for violation of this policy;
- to post a single article or advertisement to more than ten (10) Usenet or other newsgroups, forums, e-mail mailing lists or other similar groups or lists;
- to post to any Usenet or other newsgroup, forum, e-mail mailing list or other similar group or list articles which are off-topic according to the charter or other owner-published FAQ or description of the group or list;
- to send unsolicited mass e-mailings to more than twenty-five (25) e-mail users, if such unsolicited e-mailings provoke complaints from the recipients;
- to engage in any of the foregoing activities using the service of another provider, but channeling such activities through an Innet account or remailer, or using a Innet account as a mail drop for responses;
- to falsify user information provided to Innet or to other users of the service in connection with use of an Innet service.

Innet considers the above practices to constitute abuse of our service and of the recipients of such unsolicited mailings and/or postings, who often bear the expense. Therefore, these practices are prohibited by Innet's terms and conditions of service. Engaging in one or more of these practices will result in termination of the offender's account and/or access to Innet services.

In addition, Innet reserves the right, where feasible, to implement technical mechanisms which block multiple postings as described above before they are forwarded.

Innet has no obligation to monitor the Service. However, you agree that Innet has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Innet will not intentionally monitor or disclose any private electronic-mail message unless required by law. Innet reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

Consumer Information

All correspondence becomes the property of Innet, Inc., and may be used by Innet for marketing purposes. However we do not sell or make available any customer information to third party companies.

BugShield/SpamShield ISSUES/LIMITATIONS

In no manner shall Innet be held liable for any virus(es) or spam that infect(s) your computer(s), up to and including viruses received via e-mail from Innet nor shall Innet be held liable for any spam which contains unwanted or offensive materials. BugShield and SpamShield are free, community-oriented services we employ 'gratis' as a member of the Internet community, and in the best interests of our clients. The responsibility for the detection and proper elimination of computer viruses and spam rests solely with the user/operator/owner of any computer using Innet's system.

In no manner shall Innet intentionally allow any automated system we implement to violate our Privacy Policy. The BugShield and SpamShield Systems we have deployed are used for one purpose only: the prevention of spam or emails infected by viruses, trojans, and variants from being

delivered to Innet clients specifically, and other Internet users in general from any Innet account.

BugShield and SpamShield do *NOT* scan, probe, or otherwise attempt to detect any information from the text of the e-mail nor the file attachments. They singly and specifically scan for known virus signatures, keywords, headers, or distribution points common among spammers in the email and attachments. They scan all emails for spam and viruses with no regard for the title, content, file names encountered, location, "status", identity of the sender or intended recipient, nor the priority assigned to the e-mail. They filter certain file extensions of attachments that are commonly used in a malicious manner.

Innet, Inc. has taken a stand against the spread of computer viruses and spam. We have deployed BugShield, an e-mail scanning system that looks for email viruses and SpamShield, an e-mail scanning system that looks for spam in any and all e-mail being transmitted to or from Innet, Inc. BugShield transmits the sender of the infected e-mail and the intended recipient an e-mail notification that the infected e-mail was intercepted, and includes the identity of the virus detected. The infected e-mail is then entirely deleted. SpamShield transmits the sender of the spam an e-mail notification explaining that the message was deemed 'spam' and did not reach its destination and will not be accepted by Innet until it meets RFC's regulations. If while scanning email SpamShield can not determine whether the e-mail is actually spam it will modify the Subject Line of the e-mail informing you that it may contain unwanted or offensive material. Use your discretion when opening such tagged junk e-mails.

Failure to Comply With Terms and Conditions

Innet may deny you access to all or part of the Service without notice if you engage in any conduct or activities that Innet in its sole discretion believes violates any of the terms and conditions in this Agreement. If Innet denies you access to the Service because of such a violation, you shall have no right (1) to access through Innet any materials stored on the Internet, (2) to obtain any credit(s) otherwise due to you, and such credit(s) will be forfeited, (3) to access third party services, merchandise or information on the Internet through Innet, and Innet shall have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification.

You agree to defend, indemnify and hold Innet and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of this Agreement by you or authorized users of your account, or in connection with the use of the Service or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you or authorized users of your account.

Miscellaneous

In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties and the remainder of the provisions shall remain in full force and effect.

Innet's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Agreement.

These Terms and Conditions, including Billing Rates, are subject to change. It shall be your responsibility to remain knowledgeable of such changes. You may contact Innet, Inc. directly or its Web page for the purpose of ascertain the nature and extent of such changes. Your continued usage of Innet, Inc.'s services or assigned account after a new policy has gone into effect constitutes acceptance of that policy. Innet, Inc. encourages you to regularly check the policy statement for any changes. The effective date at the top will be updated to indicate a new revision. If you do not agree to any modification of this Agreement, you must immediately stop using the Service.

You agree not to sell, assign or transfer your Service order without the prior written consent of

Innernet, Inc. Innernet, Inc. may at any time sell, assign or transfer this agreement without notice. You agree to hold Innernet, Inc. harmless for lack of performance or delay due to acts of God, war, riots, embargoes, strikes or acts by its vendors and suppliers, concealed acts of workers (whether of Innernet, Inc. or others) or accidents, and attacks by vandals or 'cyber' criminals, or as a result of illegal conspiracies or other illegal acts tending to victimize or interfere with the normal operation of Innernet. Innernet, Inc. will attempt to notify you in the event of any of the foregoing occurrences. Should such occurrences continue on for more than 90 days, you may cancel the Service with no further liability. You agree to notify Innernet, Inc. of any knowledge of such activity they may have and testify to the same if subpoenaed by a court of law. Continuation of services is subject to Innernet, Inc.'s ongoing approval of your credit-worthiness.

Innernet, Inc. reserves the right to institute a maintenance schedule to provide for internal hardware, software and line installations and upgrades.

Storage on Innernet, Inc.'s equipment shall be provided for e-mail and/or file storage, and shall be limited to 5 megabytes per Client account. Other arrangements and additional storage can be purchased from Innernet, Inc. as space and equipment limitations allow. Upon termination of this Agreement, Client's mail shall no longer be accessible and Client agrees to hold Innernet, Inc. harmless for any e-mail not received or lost, whether before or after termination of this Agreement.

Innernet, Inc. reserves the right, and Client agrees to the same, to respond and yield to the order upon service of any Subpoena Duces Tecum executed by a court of law, without notice to the Client.

This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to its conflicts of law provisions. Any cause of action you may have with respect to the Service must be commenced within one(1) year after the claim or cause of action arises or such claim or cause of action is barred.

Should any litigation ensue involving Innernet, Inc., the Pennsylvania State courts of law, specifically those located in Franklin County, shall retain original jurisdiction and shall be accepted as proper venue to the exclusion of all others.

This Agreement constitutes the entire agreement between you and Innernet with respect to the Service.

Concurrent / Simultaneous Usage Control

Your right to use your personal service is personal to you alone and is not transferable or usable by more than one person at one time. You may not lease or otherwise assign or sublet your personal service account to others. Your personal service is subject to any limits established by Innernet, Inc.. You may not under any circumstances resell to any other person or entity the services you receive through your personal account, nor may you use your personal PPP account as a server or dedicated link to access files or Internet services from your remote computer. Multiple members of the same household may share a single access account. However, only one person is authorized to access Innernet, Inc. network at any given time through use of that account. If concurrent / simultaneous usage is identified by Innernet, Inc., concurrent / simultaneous usage charges will be charged to the subscriber represented by the username recorded during the concurrent / simultaneous usage and Innernet, Inc. reserves the right to suspend or terminate Internet access to the subscriber.

A standard Internet access account may be upgraded to allow concurrent / simultaneous usage provided that the subscriber purchase additional Internet access accounts equal to the amount of concurrent / simultaneous logins needed by the subscriber. Please contact our Customer Care department for pricing information pertaining to concurrent / simultaneous usage at 717.261.1960 or e-mail our Customer Care Department at care@innernet.net

Innernet Technical Support Policies

I. Software and Hardware Support When Getting Connected

Innernet will only offer support getting connected if Innernet's software distribution is being used or for software from a major third party (Internet Explorer and Netscape Navigator). People with operating systems for which we do not have a software package are more than welcome to connect to us. However, we cannot offer the same level of support as those who have a supported operating system. In the case you have an OS that we do not support, we are unable to help you with debugging the connection and use of the software. However, we are more than happy to answer questions relating to required IP addresses, server names, supported baud rates and other setup information.

Innernet does not offer support for ANY software other than that listed below. For example, if Microsoft releases the latest version of their Internet Explorer product in an unfinished, testing state, Innernet will not provide support in downloading, installing or using this product. We will, however, offer assistance if your trouble stems from connection difficulties. If you call with the problem, our technical support staff will be able to tell you whether or not they can help you with your problem.

A. E-mail Packages

On all supported platforms (Microsoft Windows Operating System versions 3.1 and higher and Macintosh Operating System versions 7.5 and higher) Outlook Express, Netscape Mailer, Internet Mail, and Eudora are the supported E-mail applications.

B. Web Browsers

Internet Explorer and Netscape are the supported Web browsers. This does not include support for beta versions of the following: Netscape, Netscape's plug-in features, Java support, E-mail reader, or JavaScript. Online support is available for these features directly from Netscape by using the help menu.

C. Telnet and FTP Clients

Innernet, Inc. does not allow Telnetting of any of our services therefore does not support these applications. While FTP access is supported, due to the variety of FTP client applications and varying setups Innernet, Inc.'s Technical Support does not provide setup or support for these applications.

D. USENET News Readers

Innernet, Inc. does provide News Group access through a third party and supports setup and Technical support for the following:

- News Readers- Internet Explorer and Netscape. Support for setup only. Support is not provided on use or functionality of any News Reader.

E. Hardware Support

Innernet, Inc. provides basic configuration support for the following hardware:

1. Analog Modems: Technical assistance regarding modem drivers, operating system compliancy and software configuration settings.
2. DSL Modems: Technical assistance regarding modem drivers, operating system compliancy and software configuration settings.
3. Wireless Broadband Equipment: Technical assistance specifically for Innernet, Inc. supplied broadband radios regarding RF communication, Ethernet connectivity, operating system compliancy and software configuration settings.
4. USB connectivity and Network Interface Cards: Technical assistance regarding direct connectivity / communication to DSL and Wireless broadband equipment, software drive verification, operating system compliancy and software configuration settings only.

5. Broadband Routers and Entry-Level Firewalls: Technical assistance specifically for Ininternet, Inc. supplied equipment regarding necessary WAN PORT IP configuration, necessary LAN PORT IP configuration, Ethernet connectivity, and basic software configuration settings.

II. User Web Page Support

Ininternet provides each account with its own home page directory upon request. The files in this directory are included in the user's 5MB disk quota. Ininternet will not support the user in creating their web page or the uploading of the web page beyond the existing documentation.

III. Walk-In Technical Support

Ininternet does provide walk-in technical support as **available**. If you stop by our showroom requiring technical support and we do not happen to have a technician available, we will take down your vital information and one of our technical support representatives will get back to you. Turn around time is typically same day.

IV. Network Support

Ininternet cannot always support the use of networked computers. Consult your network specialist for support in the use of dialup access on these systems. Ininternet **IS** responsible for providing technical support related to the following items:

- Software configuration errors in the Ininternet package or the Microsoft's Internet Explorer;
- Internet Explorer or Netscape products purchased from or provided by Ininternet;
- Connection problems caused by user error or Ininternet error, including mistyped passwords, modem initialization strings, or misinterpreted access applications; or
- Ininternet--specific information needed to configure third-party Internet connectivity software, limited to items that are necessary for the connectivity portion of said software to operate correctly.

Ininternet is **NOT** responsible for providing technical support related to the following items:

- Connection questions or problems with other ISPs or Commercial On-Line services.
- Non-Internet related issues such as peripheral configuration (i.e. internal hardware installation, advanced modem settings, custom routing tables, custom firewall settings, soundcard settings, printer settings, etc.)
- VPN connectivity
- Anti-Virus software setting and or updates
- Computer maintenance applications, (i.e. CleanSweep, Norton Utilities, etc.)
- Firewall, Proxy or Routing software, (i.e. Microsoft ISA, Microsoft Proxy, Defender, WinRoute, Microsoft Connection Sharing, etc.)

NOTE: If the problem you are experiencing falls into the latter category, you will need to contact the technical support service of the device or software that you suspect to be the problem.

Technical support outside of this policy is available from Ininternet. You can bring your computer to our Kerrstown location or we offer on-site service for an additional fee. Call us for our current rates.

Ininternet Configuration Information

We are excited to provide you with access to the Internet. **If you have any questions, problems, or need a friend to guide you through installation, please contact our technical support line at (717)261-1316.** Technical support hours are currently M-F 9AM-9PM, Sat. 9AM-1PM.

Though it may be configured automatically, you should have the following handy during your connection setup:

- Your Windows installation disc(s)
- Your Innetnet username and password
- The correct access number for your area (refer to the list below)
- The domain name is innernet.net
- The e-mail server (incoming and outgoing) is mail.innernet.net
- Your e-mail address is your username@innernet.net

Local Access Numbers

Be sure that the number your computer will be dialing is a local call for you. Innetnet cannot be held liable for any long distance charges. If you are unsure if any of the numbers below are a local call for you, call Customer Service or your local telephone company for verification. If you will be connecting from one calling area to another, extra charges may also apply. Please consult with a customer care representative for further information.

NUMBER	LOCAL CALLING AREA	MAX. SPEED
Calling Zone 1		
• 717-765-9080	Cascade/Blue Ridge Summit	v.92 v.90 (56k)
• 717-261-2533	Chambersburg/Waynesboro	v.92 v.90 (56k)
• 717-334-9335	Gettysburg	v.92 v.90 (56k)
• 717-359-0010	Hanover	v.92 v.90 (56k)
• 717-485-3901	McConnellsburg	v.92 v.90 (56k)
• 814-259-0033	Shade Gap	v.92 v.90 (56k)
Innetnet Remote Access		
• 717-249-0060	Carlisle	v.90 (56k)
• 301-665-9632	Hagerstown	v.90 (56k)
• 717-232-2025	Harrisburg	v.90 (56k)
• 717-845-4650	York	v.90 (56k)
• 814-946-1318	Altoona	v.90 (56k)

*Contact Innetnet, Inc. for additional local calling areas and numbers.

Important Contact Information

Customer Care (Chambersburg area):	717-261-1960
Customer Care (toll-free):	800-467-3271
Customer Care E-mail Address:	care@innernet.net
Technical Support (Pennsylvania):	717-261-1316
Technical Support E-mail Address:	support@innernet.net
Web Site Address (URL):	http://home.innernet.net
DSL Internet Access (URL):	http://dsl.innernet.net
Mailing Address:	

INNERNET INC, 166 SOUTH MAIN STREET, CHAMBERSBURG, PA 17201

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