

Internet Access Contract with DIRECT COMMUNICATIONS CEDAR VALLEY

TERMS

This Agreement is between Direct Communications Cedar Valley (DCCV) and the participant ("you" or "your"). This Agreement sets forth the terms and conditions under which you agree to use DCCV DSL (Digital Subscriber Line) Internet Access Service, fiber optic broadband service, Wireless Internet Service, or Dial-Up Internet Service with or without phone service. Unless otherwise provided, the terms and conditions for the equipment used in association with this Service are those terms and conditions provided by the equipment manufacturer.

1. SERVICE

The term of this Agreement will be on a month-to-month basis unless otherwise noted.

A. Commencing on the date on which Service is installed, you will have use of the Service pursuant to the terms and conditions set forth herein. In exchange, you will pay the current charges for such Service and equipment, including installation charges and shipping and handling charges (if applicable) upon commencement of billing. Billing will begin when we have activated your DSL Internet Service on our network whether or not you have completed self-installation or actually use the DSL/Broadband (BB) Internet Service. After notification of a modification, your continued use of the Service and equipment constitutes an affirmative agreement to be bound by such new terms, conditions, and charges.

B. The Service shall continue until such time as you provide DCCV with notice that you wish to discontinue the Service, or Service is terminated and/or canceled by DCCV, as set forth herein.

C. DCCV reserves the right to modify or discontinue the Service with 30 days notice to you.

2. FEES

You agree to pay all fees and charges specified when you ordered service including recurring and nonrecurring charges for Internet Access and the associated equipment.

A. For all service charges, including installation charges if applicable, DCCV will bill the credit card you provided or automatically debit the checking/savings account you have provided us. If any portion of payment is received after the late payment date, a late payment fee of \$15 will be charged.

B. In the event you fail to pay the monthly charges billed to your credit card or debited to the checking/savings account you provided us, DCCV reserves the right to bill all outstanding sums to your credit card or to bill you directly. DCCV may assign unpaid late balances to a collection agency for appropriate action. In the event legal action is necessary to collect on balances due, you agree to reimburse DCCV for all expenses incurred to recover sums due, including attorneys' fees, 29% collection fee and other legal expenses.

C. DCCV may suspend or discontinue the DCCV Service if charges are not paid.

D. DCCV reserves the right to charge \$50.00 if you are not present at the location for a scheduled trouble ticket dispatch appointment.

E. Transferring the DSL/BB service voids contract. You must pay installation fees to go month to month or sign new contract.

3. CANCELLATIONS, TERMINATIONS AND ASSIGNMENTS

A. In the event a ruling, regulation or order issued by a judicial, legislative or regulatory body causes DCCV to believe that this Agreement and/or the Services provided hereunder, maybe in conflict with such rules, regulations and orders, DCCV may suspend or terminate the Service, or terminate this Agreement, without liability. In the event a DCCV subcontractor for the Service stops providing the Service to DCCV for any reason, DCCV shall have forty-five calendar days to arrange for a reasonably comparable service. If DCCV cannot arrange for reasonably comparable Service either you or DCCV may thereafter terminate this Agreement without liability.

B. **You may terminate the Service upon notification to DCCV. You agree to pay the entire amount due for the month in which service is terminated. In the event of early termination of a 6 month Term Service commitment, you agree to pay an additional \$25. If you purchase service together with an equipment promotion, additional termination charges may apply.**

C. If you fail to pay any charge when due, including, but not limited to, re-connect fees, installation charges or taxes, or if you fail to perform or observe any other material term or condition of this Agreement, or if you

provide false or inaccurate information which is required for the provision of the Service or is necessary to allow DCCV-NR to bill you for the Service, and such condition continues unremedied for thirty days, you shall be in default and DCCV may suspend or terminate the Service to you. You may not assign your account or the Service to anyone. Upon reasonable notice, DCCV may assign its rights and obligation under this Agreement.

4. PROVISION OF SERVICE

You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service. You further understand and agree that DCCV has no control over third party networks you may access in the course of your use of the Service, and therefore, delays and disruption of other network transmissions are completely beyond the control of DCCV.

5. LIMITATION OF LIABILITY

A. DCCV will make reasonable efforts to provide continuous, uninterrupted, expedient and error-free Service to you. Under no circumstances shall DCCV be liable to you or any other person for any special, incidental, consequential or punitive damages of any kind, including without limitation, loss of profits, loss of income or cost of replacement Services.

B. DCCV's liability for damages, including but not limited to damages in regards to interruptions of Service, for mistakes, omissions, delays, errors and defects in the provision of the Service, shall in no event exceed an amount equal to the pro-rata charges to you for the period during which the Service is affected.

C. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DCCV HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY AND PERFORMANCE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

D. DCCV MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES DCCV MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. FURTHERMORE, DCCV PROVIDES NO GUARANTEE WITH REGARD TO THROUGHPUT SPEEDS WITH THE SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED, OR OTHERWISE OBTAINED, THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

6. INDEMNITY

A. You agree to indemnify and save DCCV harmless from all claims, losses, liens, expenses, suits and attorneys' fees ("Liabilities") for injuries to or death of any person and for damages to or loss of any property which may in any way arise out of or result from or in connection with your use of the Service, except to the extent that such Liabilities arise from the intentional misconduct of DCCV.

B. You agree to indemnify DCCV, its parent, affiliates and subsidiaries, in the event that your use of the Service and/or Software; (i) constitutes a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); (ii) is defamatory, fraudulent or deceptive, (iii) is intended to threaten, harass or intimidate, or (iv) interferes with other customers' use or enjoyment of the Services provided by DCCV.

7. COMPATIBILITY

You are solely responsible for provisioning, configuration and maintenance of all equipment on your premises, including, without limitation, computers, modems and other communications equipment. DCCV shall not be responsible for delays in the provision of Service resulting from incompatibility of such equipment, or resulting from improper provisioning, configuration or maintenance of such equipment.

8. CUSTOMER SUPPORT

A. Basic ADSL Internet Access, as applicable, is a single IP Service intended for use by a single computer. DCCV can assist in setting up your LAN for an additional fee.

B. You will be responsible for payment of service charges for visits by DCCV or its subcontractors to your premises when a service request results from causes not attributable to DCCV or its subcontractors.

9. USE LIMITATIONS

A. You agree to comply with all Federal and State regulations, the rules, regulations and policies adopted by DCCV, including but not limited to, DCCV's Acceptable-Use-Policy- [located at GET FROM BRIG], as modified from time to time; and the rules regulations and policies applicable to any network that you access through the Service. Any violation of such rules, regulation and policies, or any network policy document issued by DCCV, shall be cause for DCCV to suspend or terminate the Service.

B. Nothing contained in this Agreement may be construed to convey to you any interest, title, or license in the user-ID, electronic mail address, Universal Resource Locator, IP Address or domain name used by you in connection with the Service.

C. DCCV reserves the right to suspend or terminate the Service to you, or to suspend or terminate any user-ID, electronic mail address, Universal Resource Locator or domain name used by you, in the event it is used in a manner which (i) constitutes violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property laws); (ii) is defamatory, fraudulent, obscene or deceptive; (iii) is intended to threaten, harass or intimidate; (iv) tends to damage the name or reputation of DCCV, its parent, affiliates and subsidiaries; or (v) interferes with other customers' use and enjoyment of the Services provided by DCCV.

D. You understand and agree that any attempt to break security, or to access an account which does not belong to you, shall be considered a material breach of this Agreement, and such breach may result in suspension or termination of the Service. You further agree to immediately notify DCCV of (i) any unauthorized use of your account and/or (ii) any breach, or attempted breach, of security known to you.

E. The Service has been designed to be used at the residence or business at which it was installed. You may not allow other residences or businesses to connect to your Service or re-sell your Service in any manner. Such action may be subject to immediate termination and you will be charged termination fees, if applicable.

10. FORCE MAJEURE

Neither DCCV nor you shall be responsible for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lighting, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers. No delay or failure to perform shall be excused under this Section by the acts or omissions of DCCV's subcontractors, vendors or suppliers unless such acts or omissions are themselves the product of a force majeure condition described in this Section.

11. GENERAL

A. This Agreement shall be construed in accordance with the Laws of the State in which the Service was provided.

B. You will provide DCCV and its subcontractors reasonable access to your premises in order to install, maintain and repair the Service.

C. If you have purchased one of the "up to" Services, there is no minimum guaranteed speed for the Service.

12. STATEMENT OF NON-DISCRIMINATION

DCCV is the recipient of federal financial assistance from the Rural Electrification Administration, an agency of the US Department of Agriculture, and is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended and the rules and regulations of the US Department of Agriculture which provide that: "In accordance with Federal law and the US Department of Agriculture's policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age, or disability (Not all prohibited bases apply to all programs).

The US Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact the USDA's Target Center at (202) 720-2600 (voice and TDD).

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whiten Building, 1400 Independence Avenue, SW,

Washington DC 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer."

13. MODEM RENTAL

If you choose to rent a modem from DCCV and the modem becomes inoperable due to customer neglect the customer will be charged for the modem.