

Terms and Conditions of Service

Custer Telephone Internet Services (Custer) will provide access to the Internet, and Subscriber will utilize Custer's service, according to the following terms and conditions:

1. Service. Upon receipt and approval of this signed Agreement, Custer shall create and configure access for the Subscriber to Custertel.net Internet access service (the "Service"). Subscriber is responsible for all use of Subscriber's account and confidentiality of Subscriber's password. The Subscriber may not give out his/her user name and/or password to any other individual for the purpose of allowing that individual to access Custer's Services. Subscriber shall not resell, nor assist or permit others to resell, Custer's Services through wide area network, modem, or collocation connections, i.e. Subscriber shall not engage in any activity commonly referred to as Internet Access Provider or Internet Service Provider. Subscriber shall not nor shall it permit or assist others to use Custer for the purpose of unsolicited electronic message distribution or other activities considered an annoyance to network users and commonly referred to as "spamming." Accounts cannot be transferred or used by anyone other than the Subscriber. If Custer detects that a subscriber has transferred his/her account, or given another individual access to Custer's Services, the Subscriber's access will be immediately terminated and the Subscriber's account will be canceled without refund for any unused fees.

2. Equipment & Utilities. Subscriber shall provide his or her own computer equipment necessary to access the Service with the exception of a DSL modem. If a modem or other equipment is provided by Custer to Subscriber, Subscriber will be responsible for returning the modem or other equipment within ten (10) calendar days of disconnection of Service. Subscriber is responsible for all charges incurred by Subscriber when connected to the Services.

3. Termination by Custer. Custer, at its sole discretion, may terminate this Agreement at any time for any reason. If Subscriber fails to pay any sum under this Agreement when due as set forth in Custer Telephone Cooperative Inc.'s Policy 29 identified as Memberships, Credit, Collection and Termination, breaches any terms, conditions, covenants or representations herein, fails to perform any obligations at the time and in the manner specified in this Agreement, Custer shall have the right to discontinue Service at any time without notice and/or terminate this Agreement.

4. Termination by Subscriber. Subscriber may terminate this Agreement at any time; provided, however, if Subscriber terminates this Agreement prior to the end of the Agreement Term, Subscriber will be liable for any applicable Early Termination Fees as set forth in Paragraph 6 below. The termination will be effective the next business day after written notice is received by Custer.

5. Rates and Charges: Rates and charges will commence on the Installation Date. Any monthly recurring charges will be billed in advance each month in accordance with the Service Order(s) or any attachments thereto. Any nonrecurring charges will be billed on the first invoice after the Installation date. Payments are due within 24 days from the date of the invoice. Invoices issued hereunder and which are not paid when due shall accrue interest at a rate of 1 ½% per month until paid in full. Customer also shall pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorney's fees, whether or not a suit is instituted. Custer has the option to suspend services until payment is made. Termination of Services may follow.

6. Early Termination Fee. If Subscriber terminates the Services purchased under the Service Agreement prior to the expiration of the Agreement Term, or for any early termination of Services due to an event of default by Subscriber for which Custer has a right of termination prior to the expiration of the Agreement Term, Subscriber will be liable to Custer for the Early Termination Fee as stated on the service agreement.

7. Compliance with law. The Services may be used only for lawful purposes. Transmission, distribution or storage of any information or material in violation of any applicable law, rule or regulation is prohibited. This includes, without limitation, the transmission, distribution or storage of any information or material that (i) is protected by copyright, trademark, trade secret or other intellectual property right without proper authorization; (ii), is obscene or defamatory; (iii) constitutes an illegal threat; or (iv) violates export control laws. If Custer is notified that Subscriber or anyone using Subscriber's connection to the Services is infringing or has infringed an intellectual property right, or has otherwise used the Services in violation of the law, Subscriber's Service account with Custer may be immediately suspended or terminated at the sole discretion of Custer, with or without prior notice.

8. Indemnification. Subscriber agrees to indemnify, defend and hold harmless Custer, including its shareholders, directors, members, managers, employees, officers, agents and assigns, from any claims or damages which result from the Subscriber's use of Custer's network.

9. Limitation of Liability. Custer will not be responsible for any damages Subscriber suffers directly or indirectly from use of the Custer's network. Custer is not liable to Subscriber for any indirect, consequential, special, incidental, reliance, or punitive damages of any kind or nature whatsoever including, without limitation, any lost profits, lost revenues, lost savings or any other business loss including goodwill, loss of use of property, loss of data, cost of substitute performance equipment or services, downtime costs, and claims for damages or harm to business regardless of foreseeability or whether damages are caused by the negligence, willful misconduct, or wrongful act arising from or related to this Agreement.

10. No Warranty. Custer exercises no control whatsoever over the content of the information accessed through Custertel.net. CUSTERTEL.NET MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, FOR THE SERVICE IT IS PROVIDING AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. Custer does not warrant that the Service will be un-interrupted or error free or that any information, software, or other material accessible via the Service is free of viruses or other harmful components. Subscriber is solely responsible for the disk storage associated with his/her Internet account. Custer is not responsible for the contents or damage to the contents of the Subscriber's disk storage space.

11. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. Idaho courts shall have jurisdiction over this Agreement, and all litigation under this Agreement shall be in Idaho.

12. Entire Agreement. These Terms and Conditions, including applicable Service Agreements, supersede all previous representations, understandings or agreements between Custer and the Subscriber. Use of Custer's network constitutes acceptance of these Terms and Conditions.

13. Technical Support. Custer will provide technical support at no charge to Subscriber to assist in establishing Subscriber's connection to the Service and configuration of Internet browser and email settings. Technical support hours are 24 hrs. a day, seven days a week at 866-879-5100.