

Terms and Conditions of CusterTel Service

The following Terms and Conditions are the terms and conditions under which CusterTel ("Custer") agrees to provide access to internet and other telecommunications services ("Services"), and Subscriber agrees to utilize Custer's Services according to the following Terms and Conditions:

1. Service. Upon receipt of Application for Service including acceptance of these Terms and Conditions, Custer shall create and configure access for the Subscriber to telephone and/or CusterTel.net Internet 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 username 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. 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's Services 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 Subscriber has transferred his/her account, or given another individual access to Custer's Services, Subscriber's access will be immediately terminated, and Subscriber's account will be canceled without refund for any unused fees.

2. Equipment & Utilities. Subscriber shall provide his or her own equipment necessary to access the internet or telephone Service with the exception of a modem and/or router. 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. Current value of unreturned or damaged equipment will be billed to Subscriber. 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 Service at any time for any reason. If Subscriber fails to pay any sum for Service 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, and/or fails to perform any obligations at the time and in the manner specified in these Terms and Conditions, Custer shall have the right to discontinue Service at any time without notice. Custer's rights to terminate Service hereunder are subject to any rules or regulations of any governing body with jurisdiction over Custer.

4. Termination by Subscriber. Subscriber may terminate Service at any time. Subscriber will be liable for days of use of Service. The termination will be effective the next business day after written or verbal 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 Application for Service or any attachments thereto. Any nonrecurring charges will be billed on the first invoice after the Installation date. Payments are due within 24 days after 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. Compliance with law. The Service 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 Service is infringing or has infringed an intellectual property right or has otherwise used the Service 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.

7. 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.

8. 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 Service.

9. 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.

10. Governing Law. These Terms and Conditions of CusterTel Service shall be governed by the laws of the State of Idaho. Idaho courts shall have jurisdiction over these Terms and Conditions, and all litigation under these Terms and Conditions shall be in Idaho.

11. Entire Agreement. These Terms and Conditions supersede all previous representations, understandings or agreements between Custer and the Subscriber. **Use of Custer's network constitutes acceptance of these Terms and Conditions.**

12. Changes to Terms and Conditions. Custer reserves the right, in its sole discretion, to modify or replace these Terms and Conditions at any time. If a revision is material, Custer will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Custer's sole discretion. By continuing to access or use Custer's Service after those revisions become effective, Subscriber agrees to be bound by the revised terms. If the Subscriber does not agree to the new terms, in whole or in part, Subscriber shall stop using the Services.

13. Credit Checks. By submitting an Application for Service, and accepting and using Custer's Services, Subscriber consents to Custer conducting a credit check on Subscriber.

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