

WEST TEXAS RURAL TELEPHONE COOPERATIVE, INC.
Internet and DSL Service Agreement

Section 1

West Texas Rural Telephone Cooperative, Inc. (WTRT) will provide internet service or DSL service ("Service") to customer ("Customer") on the terms and conditions set forth below. Such Service will be provided over traditional phone line facilities provided by WTRT.

1. Customer agrees and understands that the only warranty or guarantee made concerning the fitness, quality, design, condition, capacity, suitability, reliability, or performance of and hardware or software sold or provided to Customer by WTRT is made by the manufacturer of such product and set forth in the literature or documentation accompanying the product. WTRT shall not be liable in any event for loss of use, profit, revenue, consequential damage, or any claim for damage resulting from the use of purchased hardware, use of the Internet and software, or interruption of such service for any cause. The liability of WTRT for any cause shall never exceed the actual monthly amount paid WTRT by the Customer.
2. Customer agrees to indemnify and hold harmless WTRT from any claims, demands, suits, and costs or kind of injuries or property damages resulting from Customer's use of the Service: this includes, but not limited to, use of the Equipment or the Service in any manner prohibited under this section.
3. Customer agrees and understands that the internet is an unrestricted and uncensored communication media, and that WTRT exercises no control whatsoever over the content of the information over such media. By signing this agreement, you acknowledge that federal telecommunication laws govern the Internet and its content and that you alone are responsible for the document and services, you, and others using v our internet service elect to access via your WTRT accounts and you agree to follow all gush applicable laws.
4. By executing this agreement and/or using the system, the Customer expressly agrees to abide by all system rules as set forth in Section If below. System rules may be modified at any time by WTRT, with such changes to be published on the WTRT's home page. Customer agrees to accept WTRT interpretation of all system rules.
5. WTRT agrees to use its best reasonable efforts to keep all electronic mail (email) messages private and confidential, and agrees that the Customer is the sole owner of any email messages posted by Customer to the system. In the event WTRT reasonably believes Customer is violating system rules, terms, or conditions, WTRT may review customer's email. If it is determined that a violation has occurred, WTRT may exercise the remedies provided in Section I, paragraphs 6-9 of this agreement. Customer acknowledges and agrees that the recipients of email are under no obligation to keep it confidential, and that in the event governmental authorities investigate or seize the system, Customer email may be reviewed.
6. If WTRT has reason to believe customer is in violation of any system rules, terms, or conditions, or is conducting any activities believed harmful to WTRT, the system, or other users, Customer expressly agrees that WTRT may exercise any or all of the following remedies and those in paragraphs 7-9.
7. WTRT may report the matter to the proper authorities and fully cooperate with any official investigation.
8. WTRT may exercise any other right, remedy, or action, which is appropriate in view of the nature of the violation of system rules, or other harmful activity.
9. WTRT may immediately terminate Customer's access to the system, and shall have no obligation to return email or other files stored on the system.
10. Customer agrees to pay for all services used in a timely manner, in accordance with WTRT's billing polices. Customer agrees and understands that base service is billed one month in advance, and that any Overages are billed one month in arrears.
11. Customer recognizes and acknowledges that any software provided by WTRT for access to the system is copyrighted material, and that Customers may not sell, give, transfer, or copy said software without the express written permission of the copyright holder and WTRT.
12. Customer acknowledges and agrees that any password issued by WTRT for system access is for the sole use of Customer, and that customer may not allow others to use his/her password to access the system. Violation of these articles shall be cause for immediate termination of services.
13. Customer may not resell any services purchased from WTRT without express written consent of WTRT.
14. Customer agrees to all terms and conditions in this application for WTRT's Internet service. This WTRT application includes these system rules, terms and conditions, as well as any additional account information provided by Customer, and any written service and rates specified by WTRT or requested by Customer attached to, or made a part of this application.
15. Customer hereby agrees and consents to the obtainment by WTRT of any and all personal credit and/or financial information and does hereby agree and consent to WTRT use thereof for the purposes of waiving any security deposit or determining whether or not service to Customer should be initiated or continued. Customer agrees to indemnify, hold harmless, and release WTRT from any claim made as a result of the use and/or obtainment of such information. WTRT reserves the right to charge a security deposit.
16. Acceptance of this application is at WTRT's sole discretion and shall be evidenced by its duly authorized signature in the space provided herein.
17. Upon acceptance by WTRT, this Customer Service Agreement and any exhibits, riders, amendments, or supplements attached hereto shall constitute the entire Agreement between Customer and WTRT, and shall supersede any prior or contemporaneous understandings or written or oral agreements between the parties and respecting the subject matter within.

18. At the sole discretion of WTRT, service may be commenced prior to or subsequent to the obtaining and verifying of credit and financial information as authorized herein. WTRT reserves the right to demand a deposit and/or terminate service if, in the sole discretion of WTRT, Customer's credit or financial information proves unsatisfactory during the term of this agreement.
19. Customer certifies and warrants that the information given in this application is true and correct.
20. Monthly recurring charges will be honored for the length of the specified contract period. However, upon renewal, all prices contained within this agreement are subject to change without notice.
21. No right or remedy herein conferred upon or reserved to WTRT is exclusive of any other right or remedy herein or by laws or equity provided or permitted. Each remedy shall be cumulative of every other right or remedy given hereunder or now or hereafter existing as law or equity, and may be enforced concurrently or periodically.
22. Customer hereby waives, and agrees not to assert any and all existing or future claims, defenses, and offsets against any payment due hereunder. Customer agrees to pay all charges due hereunder, regardless of any claim, defense, or offset which may be entered by Customer, or on Customer's behalf.
23. No term or condition of this agreement may be waived or modified except by the written consent of WTRT. Forbearance or indulgence by WTRT in any regard whatsoever shall not constitute waiver of any term or condition, nor shall it constitute a waiver as to any future default or defaults, whether of like or different character.
24. Service of all notices under this agreement shall be deemed sufficient if given personally or mailed to the party involved at its respective address set forth in this agreement, by US mail, or at such address as the party may from time to time request in writing. Any notice mailed to such party shall be considered effective at the time of mailing.
25. This agreement shall be construed under and in accordance with the laws of the State of Texas. If any one or more of the provisions contained herein shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof; and this agreement shall be construed as if such invalid, illegal or unenforceable provisions has never been contained herein.
26. A service charge may be imposed for all returned checks, not to exceed the maximum allowed by law.
27. WTRT assumes no responsibility for interruptions of services cause by Acts of God, force majeure, catastrophe, etc.
28. If service is suspended by WTRT for nonpayment or other cause, a \$25.00 charge will be imposed at reactivation.
29. Initial activations, renewals, reactivating, and plan changes may only include those rate plans being offered at the time of activation, renewal, reactivating, or plan changes.
30. Customer assumes responsibility for any and all charges associated with the use of his/her account.
31. Use of a web page is exclusive to the Customer entity and its subsidiaries only.
32. WTRT does not own, operate, or manage the Internet. WTRT only provides access to the Word Wide Web. The Internet is not a private network and therefore is not secure. Due to the open nature of the Internet, WTRT cannot warranty against inappropriate access to your computer or network by third parties and cannot guarantee confidentiality, privacy, or security. Use of the Internet is solely at the Customer's own risk and subject to all applicable local, state, national and international laws and regulations. WTRT shall not be held responsible or liable for any loss or damage caused by Customer use of the Internet. WTRT shall not be held liable for any information acquired from the Internet that the customer deems as inaccurate, obscene, in poor taste, or inappropriate.
33. Although WTRT will make every commercially reasonable effort to deliver a high quality Internet access service, unless otherwise specified by WTRT in writing, Customer is purchasing a best-effort data service with no performance or reliability warranty either express or implied. WTRT reserves the right to manage its network, including but not limited to the following: rate limiting, traffic prioritizing, and protocol altering. Customer expressly acknowledges and accepts that such action on the part of WTRT may affect the performance of the service.
34. A delegation of any obligation hereunder by Customer shall not release Customer of said obligation.
35. Liable Customer party must be 18 years of age or older.
36. Customer agrees to pay a termination fee in full in the event termination of service occurs prior to expiration of any contract period which may be specified elsewhere in this agreement.
37. Upon installation of DSL service, it may be necessary for the WTRT technician to access the inside of Customer's computer system thereby exposing all electronics components of the computer. System files on Customer's computer may be modified or damaged as a part of such service installation. WTRT neither warrants nor covenants that such activity will not disrupt the normal operation of Customer's computer. WTRT shall have no liability whatsoever related to any such modification or damages resulting there from. WTRT is not responsible for returning the Customer's equipment to any original configurations changed as a result of Customer requested WTRT installation service.
38. Software or other content downloaded from the Internet may contain viruses which could damage or destroy Customer's data, information, software, or hardware. It is the Customer's sole responsibility to take appropriate precautions to protect Customer's computer and computer information and applications from damage. WTRT shall have no liability whatsoever for any damage to or loss, or destruction of , any software, files, information or data which is the result of any virus, "lock", "key", "cancelbot", "bomb", "worm", "Trojan horse" or other harmful feature received via the Internet or third party input source. WTRT strongly recommends that customer install firewall protection to help prevent such activity from occurring.
39. WTRT recommends that a surge protector be used at all time while any DSL service is activated. Failure by the customer to properly install surge protector may void any manufacturer warranty. WTRT reserves the right to institute certain charges and fees directly associated with Customer-requested support services. WTRT offers service to Customer related to the reinstallation of WTRT service to a crashed or modified computer. Customer should contact WTRT to determine any applicable service charges and fees associated with such WTRT service.

40. WTRT provides no additional "firewall" protection for Customer files, information, or data pursuant to this agreement other than that which is contained as part of WTRT's day-to-day operation of its system. Customer shall have sole responsibility to obtain and install such firewall protection as the Customer deems appropriate and necessary based upon the Customer's individual desired need.
41. Customer agrees to maintain a primary voice grade phone line from WTRT for each DSL connection. Failure to comply will result in a rate increase to DSL monthly service.
42. If the DSL Access line is disconnected for any reason proper to contract expiration, WTRT will invoice the customer an amount equal to the waived nonrecurring charge.

SECTION II-SYSTEMS RULES

1. The system may only be used for lawful purposes. Transmission of any material in violation of United States or state regulation is prohibited, involving material which includes, but is not limited to, unauthorized copyrighted material, material which is threatening, abusive, defamatory, or obscene, or material protected by trade secret.
2. The system may not be used to distribute mass unsolicited email containing commercial advertisements or to post commercial advertisements to inappropriate locations on the Internet.
3. The system may not be used to publish defamatory statements directed to or about other persons or entities on the Internet.
4. Customers must respect the conventions and rules of news groups, mailing lists, and other networks, even if those conventions and rules are more restrictive than WTRT's.
5. The system may not be used to violate the copyright interests or other intellectual property interest of any person or entity. This includes, but is not limited in, the distribution or sharing of copyrighted software in violation of the copyright holders' rights.
6. Customers, including Home Page Customers, may not post any material to the system, which is in violation of law, or is obscene, pornographic, vulgar, or blatantly offensive to the prevailing moral standards of the community.
7. Because of limited system resources, Customers using a dial up connection will be automatically logged off the system after reasonable WTRT predetermined period of inactivity.
8. Use of any program or other automatic device to keep a dial-up connection active is prohibited. WTRT reserves the right to discontinue the services at its sole discretion and without prior notice to violators of this policy.

This agreement is subject to the substantive and procedural laws of the State of Texas; with venue in a competent jurisdiction in Deaf Smith County, Texas. This agreement may not be assigned or transferred by Customer, but is freely assignable by WTRT to third parties.

Customer
Signature: _____

Date: _____