

Terms and Conditions of Service

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

1. **Service.** Upon receipt and approval of this signed Agreement, Custertel.net shall create and configure access for the Subscriber to Custertel.net Internet access service. Subscriber is responsible for all use of Subscriber's account and confidentiality of 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 Custertel.net services. Subscriber shall not resell, nor assist or permit others to resell, Custertel.net access services through wide area network, modem, or collocation connections, i.e. activity commonly referred to as Internet Access Provider or Internet Service Provider. Subscriber shall not nor shall it permit or assist others to use Custertel.net 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. Accounts that have been transferred to other parties, or show other activity in violation of this paragraph, are subject to immediate cancellation. If Custertel.net detects that a subscriber has given another individual access to Custertel.net services, the subscriber's access will be immediately terminated and the subscriber's account will be canceled without refund for any unused fees.

2. **Technical Support.** Custertel.net 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 879-5100.

3. **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 Custertel.net to subscriber the subscriber will be responsible for returning the modem or other equipment within 10 calendar days of disconnect. Subscriber is responsible for all local and long-distance telephone charges for connecting to the Service.

4. **Termination by Custertel.net.** Custertel.net, at its sole discretion, may terminate this Agreement at any time for any reason. In addition to any other right contained in this Agreement, Custertel.net may suspend Subscriber's access to the Service for refusal or failure to pay for Service or for performing activities in violation of this Agreement. 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, breach any representations herein, fail to perform any obligations at the time and in the manner specified in this Agreement, Custertel.net shall have the right to discontinue Service at any time without notice and/or terminate this Agreement.

5. **Termination by Subscriber.** Subscriber may terminate this Agreement at any time. The Subscriber will be liable for any applicable early termination fees. The termination will be effective the next business day after the notice is received.

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

7. **No Warranty.** Custertel.net 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. Custertel.net does not warrant that the Service will be uninterrupted 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. Custertel.net is not responsible for the contents or damage to the contents of the Subscriber's disk storage space.

8. **Limitation of Liability.** Custertel.net will not be responsible for any damages Subscriber suffers directly or indirectly from use of the Custertel.net network. This includes loss of data resulting from delays, nondeliveries, misdeliveries, viruses, spyware, hackers, or service interruptions whether caused by Custertel.net's own negligence, the Subscriber's negligence, or an act of God. In no event shall Custertel.net be liable to Subscriber for more than the monthly fee for any single month during which any claim arose. Custertel.net shall have no liability for incidental, consequential, or punitive damages.

9. **Compliance with law.** Custertel.net's network may only be used for lawful purposes. Transmission of any material in violation of any U.S., Idaho, or local law, ordinance, or regulation is strictly prohibited. This includes, without limitation, copyrighted material, obscene material, threatening material, or trade secrets. Any access to other networks connected to Custertel.net's network must comply with the rules appropriate for that other network.

10. **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.

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