

MID-PLAINS RURAL TELEPHONE COOPERATIVE, INC.

MID-PLAINS COMMUNICATIONS

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TERMS OF SERVICE

MID-PLAINS RURAL TELEPHONE COOPERATIVE, INC.

Customers that reside in the areas of Kress, Redmon, Elkins, Umbarger, Gurley, Cleeta, Goodnight, Silverton, Bean and Vigo Park will be considered a member of the Cooperative. Member customers are allowed to vote on any Cooperative motions and are eligible for Cooperative benefits.

MID-PLAINS COMMUNICATIONS

Customers that reside in the township areas of Tulia, Nazareth, Happy, Claude and other designated areas, will be considered a non-member. Non-Member customers are not allowed to vote on any Cooperative motions and are not eligible for Cooperative benefits.

The undersigned (hereinafter referred to as the "Applicant") hereby applies for service and requests telecommunications service from Mid-Plains Rural Telephone Cooperative, Inc. DBA/Mid-Plains Communications, (hereinafter referred to as the "Cooperative") upon the following terms and conditions:

- 1) Applicants will be deemed either Member or Non-member Applicants based off of the actual location of service and determined by the "Cooperatives" regulated service area. Only customers with-in regulated cooperative areas, will be deemed a member with member privileges and rights.
- 2) The Applicant agrees, when telecommunications service is made available, to take from the Cooperative/Communications telecommunications service and to pay therefore monthly rates to be determined from time to time by the Cooperative/Communications.
- 3) The Applicant, if the owner of the property, will grant the Cooperative/Communications a right-of-way easement to construct, operate and maintain a telecommunications line or system above, on or under the property on which such telecommunications services are provided.
- 4) The Applicant will comply with and be bound by the provisions of the charter and bylaws of the Cooperative/Communications, and such rules and regulations as may from time to time be adopted by the Cooperative/Communications.
- 5) The Applicant, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative/Communications, and it is expressly understood that his private property is exempt from execution for any such debts or liabilities.
- 6) The responsibility of the Cooperative/Communications is limited to furnishing and maintaining the facilities required to provide telecommunications service to Applicant. The Applicant assumes all risks connected with interruption of telecommunications service and the Cooperative/ Communications has no liability whatsoever for the interruption of telecommunications service to the Applicant other than the obligation to take reasonable measures to restore said service. The Cooperative/Communications cannot, and does not, guarantee the uninterrupted working of its facilities for providing telecommunications serviced to the Applicant.

The acceptance of the application by the Cooperative/Communications shall constitute an agreement between the Application and the Cooperative/Communications and shall continue in force until such time as Applicant no longer receives telecommunications service from the Cooperative/Communications.

JOINT SERVICE: In order for two individuals to hold a joint service, both must sign the application. If both sign, the term "applicant" shall be deemed to include both parties holding a joint application and any provisions relating to the rights and liabilities of membership shall apply equally with respect to the holders of a joint service. If the Applicant is with-in the membership area, the vote of either separately or both jointly shall constitute a joint vote.

***** Co-Op Membership Bylaws are available upon request *****

RELEASE OF LIABILITY

This document is to release Mid-Plains of any liability that may occur while we are working in, on, or around your property or the owner's property. Mid-Plains will take great caution and attentiveness while specific job duties are being worked on the premises. In the event that an accident, incident, or any other unforeseen event occurs on the property, due to the neglect of the property owner or person in charge of the project, Mid-Plains will not be responsible for any costs associated with said event.

USE OF THE INTERNET

Mid-Plains internet is unlimited usage, no throttle of speeds, no data cap, no contracts. Customers are required to provide their own wireless routers or they can use a Mid-Plains router at an additional cost.

Mid-Plains Rural Telephone Cooperative, Inc. (the Cooperative) does not operate nor control the contents of the Internet in any way. Any merchandise, information or services offered or made available or accessible on the Internet are offered or made available or accessible by parties not affiliated with the Cooperative. By using Internet services offered by the Cooperative you accept total responsibility for, and assume the risk for, your use of the service and the Internet.

The Internet contains unedited materials some of which are sexually explicit or may be offensive to you. By use of the Internet service, you assume all risks associated with access to all information and agree that the Cooperative has no control over and accepts no responsibility whatsoever for such materials.

The Internet service provided by the Cooperative is provided on as "as-is" basis and "as available" basis without warranties of any kind, either expressed or implied. Internet speeds are not guaranteed and, at times may be faster or slower than at other times.

Under no circumstances will the Cooperative or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages that result in any way from your use of or your inability to use the service or to access the Internet for any part thereof. Under no circumstances will the Cooperative or its contractors be liable for the reliance on or use of information, services, or merchandise provided on or through the Internet service, or for any liability that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operations, or transmission, or any failure of performance. Our web sites may provide links to third party sites. We are not responsible for the privacy, security or content of such sites. If you are asked to provide customer specific information on one of these web sites, we encourage you to review their privacy policy before sharing any information.

The Cooperative complies with all applicable laws and regulations, including the Children's Online Privacy Protection Act, which requires the consent of a parent or guardian for the collection of the personally identifiable information from children under 13. The Cooperative complies with the Online Copyright Infringement Liability Limitations Act, a portion of the Digital Millennium Copyright Act, which allows Internet service providers to remove or disconnect customer access to copyright infringing material. By subscribing to the Internet service provided by the Cooperative, you represent that you have fully read and understand the terms and conditions of "Use of the Internet" and agree to be bound by these terms and conditions.

Contact Us: Questions, Concerns, Comments

TERMS AND CONDITIONS FOR EQUIPMENT & SERVICES

Mid-Plains Rural Telephone Cooperative / Mid-Plains Communications, subscribers' terms and conditions which incorporate and include the service agreement and as such may be updated from time to time.

Subscribers use of equipment and services shall be deemed acknowledgment that subscriber has read and agreed to these terms and conditions. The provisions below set forth, Mid-Plains Rural Telephone Cooperative / Mid-Plains Communications responsibilities to install, maintain and support equipment and services.

Mid-Plains Rural Telephone Cooperative / Mid-Plains Communications equipment and service is designed, configured, and installed based on customers location, specific conditions. All related equipment in the provisioning and ongoing maintenance of service equipment remains the property of Mid-Plains Rural Telephone Cooperative / Mid-Plains Communications. Customer is not permitted to **move, disassemble or change any hardware or software** pertaining to Mid-Plains equipment.

Mid-Plains Rural Telephone Cooperative / Mid-Plains Communications equipment services provides a technologically advanced, fully managed and reliable, wireless network that eliminates the challenges of customers implementation, and management.

Services and equipment, includes:

- 1) Fully managed equipment, covering all software and firmware upgrades.
- 2) Covering all warranty and equipment malfunctions, Free-tech support, remote troubleshooting
- 3) System, installation, equipment, mounting, cabling, and connections as required -Included in maintenance agreement
- 4) Customer support, trouble tickets, 24 x 7 monitoring
- 5) DOES NOT COVER: Physical damage, user negligence- such as water damage, heat damage, Any unauthorized use of equipment, not authorized by Mid-Plains Rural Telephone Cooperative / Mid-Plains Communications in writing.
- 6) All installations are indoors. Outdoor installations may require additional resources and cost.
- 7) All work is based on all work areas being accessible and ready during normal business hours Monday - Friday 8 AM - 5 PM
- 8) All work areas are assumed to be asbestos free
- 9) Standard conditions include sheet rock walls, and ceilings not to exceed 10 feet in height
- 10) No electrical work is included
- 11) No conduit work is included
- 12) If after hours cabling work is required, rates will need to be adjusted
- 13) Customer has to have or ordered MID-PLAINS Communications Internet service To the eligible for Mid-Plains Rural Telephone Cooperative / Mid-Plains Communications equipment and services
- 14) Customer is to provide adequate space, power, and cooling at each location for Mid-Plains Rural Telephone Cooperative / Mid-Plains Communications equipment
- 15) START OF SERVICE- BILLING WILL BEGIN UPON INSTALLATION OF THE FIRST DEVICE AND SERVICES PER LOCATION.
- 16) **NON-RETURNED EQUIPMENT CHARGE:** CUSTOMER WILL BE CHARGED AN UNRETURNED EQUIPMENT FEE BASED ON RETAIL PRICE FOR EACH INDIVIDUAL EQUIPMENT UNIT UP TO \$1,000. EACH