

## **INTERNET SERVICE AGREEMENT**

Use of the Internet service offered by Mid Plains Rural Telephone Cooperative ("the Cooperative") constitutes acceptance of the terms and conditions identified below. Any unlawful use of our service may result in immediate termination of your service without prior notification.

### **1. Internet Content and Use**

Cooperative assumes no responsibility for the content of the Internet or any merchandise, information or services available or accessible via the Cooperative's Internet service. By using the Internet service offered by the Cooperative, you accept total responsibility for, and assume the risk for, your use of the service and the Internet.

Customer acknowledges that the Internet also 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 accepts no responsibility whatsoever for such materials. Customer acknowledges that its use of the Internet service to access information, content or other services is at its own risk.

### **2. Lawful Use of Service**

This Internet service may only be used for lawful purposes. Transmissions of any material in violation of a US or state law, rule or regulation is prohibited. This includes, but is not limited to: copyrighted material, material legally judged to be obscene by local community standards, material protected by trade secret, and false, harassing or threatening statements. Any activity, action or e-mail from any subscriber that triggers large amounts of complaints, hate-mail, service attacks or blocks on our Domains is prohibited. You agree to indemnify and hold harmless the Cooperative, its affiliates, employees, officers, directors and suppliers from any claims resulting from your use of the service, which damages you or another party.

The Cooperative reserves the right to cooperate with law enforcement and other authorities in investigating claims of illegal activity. You agree to hold the Cooperative, its affiliates, employees, officers, directors or suppliers harmless from, and to indemnify the Cooperative, its affiliates, employees, officers, directors or suppliers for, any damages resulting from our cooperation with law enforcement agencies or other officials legally authorized to investigate claims of illegal activity..

### **3. Invoicing and Billing**

The Cooperative will bill for Internet service on a monthly basis. Payments are due when the bill is rendered and are payable at any payment center designated by the Cooperative. Returned checks are subject to a \$25.00 fee. If payment in full is not received by the next bill date, the account will be considered in default and service may be terminated. If your account is disconnected for any cause, you will be charged the normal connection charge at the time you choose to be reconnected.

#### **4. Termination of Service**

Service may be canceled by the customer by either calling the Cooperative at (806) 668-4420 or by coming into the Cooperative's office during regular business hours. Only the customer named on the account shall have authorization to cancel the service and proof of identity shall be required. The Cooperative may also cancel the customer's service for nonpayment or failure to abide by the terms of this Agreement or any subsequent Agreement made known to customer. In the case of termination by either the customer or the Cooperative, early termination fees may apply.

In addition to the foregoing, if prior to activating a customer's Internet service, that customer agreed to subscribe to the Cooperative's Internet service for a specified length of time, a \$99.00 NECA activation charge will be billed to customer's account for payment if service is canceled prior to the conclusion of the agreed upon period. Notwithstanding the foregoing, if the customer moves outside of the Cooperative's Internet service area within the agreed upon period of time or the customer disconnects service within 10 working days following installation, the activation charge will be waived.

#### **5. Rates, Terms and Services**

The Cooperative reserves the right to change the rates charged for Internet service. The Cooperative will notify you in writing at the mailing address specified on your account, of any rate increase. If you do not request to terminate your service before the next billing date, it will be conclusively presumed that you consent to the new rate.

#### **6. Service Warranty**

The Internet service provided by the Cooperative is provided on an "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, its affiliates, employees, officers, directors or suppliers 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 or any part thereof. Under no circumstances will the Cooperative, its affiliates, employees, officers, directors or suppliers be liable for your 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 operation, 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.

#### **7. General Use of Service**

The resale or re-distribution of this service or any other associated services by any and all means is strictly prohibited unless approved in advance in writing by the Cooperative.

Running of Servers of any kind on this service is prohibited unless your service plan specifically allows this type of activity or the Cooperative has already approved your use of the server. If

you are found to be running a server, you will be asked to remove it. If you do not remove it or you remove it and then reinstate it, your account will be terminated without recourse or refund.

## **9. Unsolicited Email**

The Cooperative strictly prohibits using the Internet service to transmit any unsolicited commercial email or unsolicited bulk email. The Cooperative also prohibits falsifying user information, including falsification of email address, when sending emails using the Internet service.

## **10. Privacy**

The Cooperative is committed to protecting the privacy of your information that it collects. The Cooperative collects only the information necessary to bill your account, information required to provide you service, and information required to monitor the performance of our systems. The Cooperative **does not** monitor any email messages you send, or any places you visit on the Internet. The Cooperative **does not** disclose any of your personally identifiable information to any third parties except as required by law.

## **11. Intellectual Property Rights**

The Cooperative's Internet service will allow subscribers to access materials that are protected by copyright law as well as other intellectual property rights. Subscribers are strictly prohibited from transmitting, distributing, receiving, using, posting or storing any materials in violation of any applicable law with regard to ownership and use of intellectual property. This prohibition includes, without limitation, the following activities:

- Posting, using, transmitting, distributing, receiving or storing any materials in violation of any copyrights, patents, trademarks, service marks, trade names, trade secrets or other intellectual property rights of others;
- Offering or facilitating the offering of pirated computer programs, links to such programs, serial or registration numbers for software programs or pirated copyrighted content, including authorized copies of music, video or other media files, whether through Internet Relay Chat or file sharing programs or services.
- Failing to obtain all required permissions to receive, upload, download, display, distribute, reproduce, use, make, sell, perform, or execute a program, copyrighted content or other works protected by intellectual property laws, including copyright, trademark, trade secrets and patent laws; deleting or altering author attributes or copyright notices unless expressly permitted in writing by the author or the owner.
- Violations of this Intellectual Property section may result in a demand by the Cooperative for immediate removal of the offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service, or other action appropriate to the violation, as determined by the Cooperative at its sole discretion. With regard to certain allegations of intellectual property infringement, the Cooperative may be required to release, under the subpoena provisions of the Digital Millennium Copyright Act (DMCA) or other laws, information to law enforcement officials or other officials as directed by law about the identity of subscribers.

While the Cooperative **does not** monitor, control or censor communications on its service, when the Cooperative becomes aware of a violation of its Policy, it may take such actions as it deems appropriate to investigate and address the violation. Although the Cooperative will make reasonable efforts to provide notice so that violations may be addressed voluntarily, the Cooperative reserves the right to expeditiously remove or disable access to offending materials and/or terminate service without notice if it believes in its sole discretion that there has been a copyright or other intellectual property rights infringement.

## **12. Complete Agreement**

The foregoing terms and conditions represent the complete agreement between the Cooperative and you with respect to your use of the Cooperative's Internet service. The Cooperative may modify these terms and conditions or impose new terms and conditions at any time. Upon modifying or adding terms and conditions, the Cooperative will either post any revised terms and conditions on its web site or send them to all subscribers at their registered email address. Any use of this service following notification of such changes shall be deemed your acceptance of such changes. If you do not accept the changes, your sole remedy is to terminate your service in accordance with the procedures described in paragraph four above. These Terms and Conditions supersede all previous representations, understandings or agreements.