



INTERNET SERVICES
TERMS AND CONDITIONS

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1. INTRODUCTION

In addition to those Terms and Conditions set forth in the PC TELCOM GENERAL TERMS AND CONDITIONS available online at www.pctelcom.coop and at the Business Office located in Holyoke, Colorado, the following additional terms and conditions shall be applicable to any and all agreements by and between PC Telcom and the Customer for local telephone service. All references to the "Company" in these Terms and Conditions applies to any of the family of PC Telcom companies, or all of them together.

By entering into a specific Service Agreement or another agreement for internet services provided by or offered through the Company, the Customer agrees to be bound by these additional terms and conditions.

2. HIGH SPEED INTERNET SERVICES

- 2.1.** The Company provides High Speed Wireless Internet Service. Within that, the Company will endeavor to:
- 2.1.1. provide Internet Services as described in the Internet services agreement;
 - 2.1.2. take steps to protect Customers' privacy;
 - 2.1.3. inform the Customer of the legal conditions that apply to Customer use of Internet Service.
- 2.2. LICENSE.** The Company grants the Customer a non-exclusive, non-transferable, limited license to access the Internet through Company's network together with a non-exclusive license to use Company's Software (as defined below) and accompanying documentation on the terms and conditions set forth in the aforementioned General Terms and Conditions, the following terms and conditions and any other agreements between Company and Customer relating to Internet Service.
- 2.3. MODIFICATIONS TO SERVICES AND CHARGES.** The Company reserves the right to modify service types and charges at any time. In that case, the Customer will be notified of options which could be applicable to the Customer.
- 2.4. DEDICATED ACCOUNTS.** Dedicated accounts will be provided to Customers on an individual case basis to be determined between the Company and the Customer.

3. WI-FI HOTSPOT TERMS OF SERVICE & USE POLICY.

- 3.1. HOTSPOT SERVICES.** The following HotSpot Terms of Service & Use Policy (the "HotSpot Terms") govern the use of the Company Wi-Fi service for Internet access ("HotSpot Service") by and existing Customer or User of the service. Before using the HotSpot Service, read the following Terms. Use of the HotSpot Service represents the User's agreement to the HotSpot Terms herein along with the General Terms & Conditions mentioned above. If the User does not agree with these HotSpot Terms, do not use the Service.
- 3.2. User's/Customer's Use.** The Internet access offered by the Company through the HotSpot Service is unsecured and offered without any warranties. Users are solely responsible for taking or implementing such anti-virus and security measures as they deem appropriate to protect their private or sensitive personal information while accessing the Internet using the Service. The User must not use the HotSpot Service for any improper, unlawful, immoral, offensive or harmful manner so as to cause damage or loss to the Company or third parties. The User will indemnify, defend and hold the Company and its affiliates and vendors harmless for any damages or loss caused by the User's use of the HotSpot Service, including without limitation: loss, destruction or unauthorized access, or use of private or personal information of users. The Company is not responsible for and the User releases Company and its affiliates and vendors from any loss of data, or for theft or damage to personal equipment or software.
- 3.3. General Release of Liability.** The Company is not responsible for the content, accuracy or availability of any external sites accessed by using the HotSpot Service or that the HotSpot Service will be provided on an uninterrupted basis. The Company assumes no responsibility for and Customer releases the Company and its affiliates and vendors from any alterations or interference with a computing device's configurations, operation or data files resulting from connection to the wireless network. The HotSpot Service is provided solely as a convenience, during such hours as the Company deems appropriate from time to time. Parents are

responsible for supervising their children's Internet usage through the HotSpot Service. The Company generally does not monitor Customer's use or commit to filter any particular content that Customer may access on the Internet, though the Company reserves the right to monitor and either limit or terminate Customer's use of the HotSpot Service without notice at any time and in any manner. The Company reserve the right to change these HotSpot Terms without notice and the Customer will be responsible to review these HotSpot Terms each time the HotSpot Service is used.

4. **CUSTOMER SERVICE.** Questions regarding Internet Services, including improper use of a Customer's account or desires to update registration information should be directed to the Company's customer service department (Customer Service) by:
 - 4.1. Calling (970) 854-2201, Toll Free: 1-866-854-2111
 - 4.2. Sending the Company a message by facsimile at (970) 854-2668
 - 4.3. Sending the Company an e-mail at customerservice@pctelcom.coop
 - 4.4. Using the links which may be made available on the Company Internet Home Page
 - 4.5. Internet Technical Support (970) 854-7500, Toll Free:1-866-398-1660
5. **CANCELLATION.** The Customer may cancel Internet Service by calling (970) 854-2201 or following any other instructions that may be posted on the Customer Internet Home Page. Cancellation of account by the Company or Customer shall be in accordance to the General Terms and Conditions.
6. **ONLINE PRIVACY POLICY.** The Company will take reasonable steps to protect the privacy of Customer Identifying Information and to cause Third Party Contributors to Services to do the same. The Company will not sell, trade or otherwise disclose to third parties any Customer Identifying Information unless legally required to do so. The Company will not access information provided by a Customer in the course of using Internet Service except as provided in the aforementioned General Terms and Conditions, these Internet Services Terms and Conditions, or by an applicable Service Agreement.
7. **OPEN INTERNET POLICY (See Exhibit 1)**
8. **CUSTOMER'S USE AND RESPONSIBILITIES.**
 - 8.1. **Requirements Regarding Eligibility and E-mail I.D.**
 - 8.1.1. **Eligibility.** Customers may obtain Internet Service by furnishing to the Company an application and registration form. Internet Service Customers must be at least eighteen (18) years old, although a parent or guardian who is, and agrees to be, responsible for all charges and take full responsibility for the account of a person under the age of eighteen (18) may establish an account for use by a person under the age of eighteen (18). The Customer must apply and register using the Customer's own name.
 - 8.1.2. **E-mail I.D.** During the application and registration process, the Customer will be asked to enter the name or number the Customer wants as his or her e-mail I.D. If the e-mail I.D. chosen is already in use, or if the Company cannot accept it for any other reason, the Customer will be asked to enter another, change it, or the Company will assign an e-mail I.D. to the Customer.
 - 8.2. **Account Information Protection.** Customer is responsible for all use of Customer's account(s) and confidentiality of password(s). Company will suspend or change access upon notification that Customer's password has been stolen, lost or otherwise possibly compromised. Company is not responsible for Customer's personal files residing online on Company's owned and controlled computers or those of Third Party Providers. Customer will be responsible for independent backup of Customer's data stored online.

8.3. Limitations on Resource Usage. The Company reserves the right to impose limits on the total amount of data storage space and other resources available for Customer use on Company operated computers or network facilities or Third Party Provider networks. Limits will be established from time to time for the accounts of users of e-mail service. Does this apply?

8.4. Cancellation. Cancellation of account by the Company or Customer shall be in accordance to the Company's General Terms and Conditions.

8.5. Charges and Billing.

8.5.1. All payments by Customer shall be due per the terms provided in the aforementioned General Terms and Conditions, Section 6.6, incorporated herein by reference. The Customer must pay all charges related to the account and provide equipment, including computer hardware and software, necessary to connect to and use Internet Service. All charges for Internet access will be according to rates and prices which are applicable at the time the Customer uses Internet Service or in the case of dedicated accounts at the rates and prices agreed to by the Company and the Customer with respect to the account.

8.5.2. Charges at the date of invoice will include the current month's access fee, the next month's other recurring charges, and additional usage charges incurred during the prior month, if any. Charges will also include any other amounts which are payable by the Customer in connection with Customer's use of Internet Service. The Customer's first bill will be prorated according to the days of service left in Customer billing period with the Company. Charges will begin from the date the Customer's registration for Internet Service is effective subject to any promotional discounts which the Company may from time to time offer.

8.5.3. Customer also agrees to pay an assessment of time and materials to repair damages resulting from flagrant disregard of the Company's General and/or these Internet Services Terms and Conditions, or allowable use policies of a third party provider through which the Company utilizes to provide Internet Services to the Customer as those policies may be modified from time to time. It is at the Company's or third party provider's sole discretion as to what constitutes flagrant disregard of allowable use by a Customer.

8.5.4. If it is necessary to contact the Company from outside the Company's toll free area, the call will not be free and the Customer will incur long distance charges.

8.5.5. If the Company changes the Customer's pricing plan, the Company will notify the Customer at least thirty (30) days in advance and, if possible, allow the Customer to retain the old plan for at least one additional billing cycle after the initial 30-day notice.

8.6. Company's Rights and the Rights of Others. The Internet Service enables Customer to contribute to and gain from a wealth of materials available on the Internet. Some of these are owned by Company and others are owned by third parties. It is important that everyone's rights be preserved. For this reason, Customer must:

8.6.1. only print and download material from the Internet Service for Customer's own non-commercial purposes only unless permission has been granted by the provider of the material for other uses;

8.6.2. not alter any aspect of the Internet Service;

- 8.6.3. comply with the terms and conditions of third parties who provide Customer with materials, including Software; and
- 8.6.4. not deliberately or accidentally export the Software to countries to which the U.S. prohibits export.

8.7. Acceptable Use Policy.

- 8.7.1. **Introduction.** This Acceptable Use Policy (“AUP”) governs Customer use of the Internet services provided by the Company. Both application for Internet Services and/or the use of Internet Services constitutes an agreement in terms, without exception, to this AUP.
- 8.7.2. **Monitoring of Internet Use.** Generally, the Company does not monitor or edit the content posted by users of the Internet service or other Internet services that may be available on or through the Service (e.g., newsgroups, chat rooms, message boards, etc.). However, the Company and its agents reserve the right at their sole discretion to remove any content that, in the Company’s judgment, does not comply with the AUP or is otherwise harmful, objectionable, or inaccurate. The Company is not responsible for any failure or delay in removing such content. Further, Customer is solely responsible for protecting Customer and any users of his/her account from harmful or inaccurate information.
- 8.7.3. **Criminal or Civil Wrongdoings.** In addition, the Company may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. The Customer’s violation of this AUP may result in the suspension or termination of either access to the Service and/or Customer’s ISP account. By signing the Company’s service agreement, the Customer agrees to indemnify, defend, and hold the Company harmless from any and all claims resulting from the Customer’s use of this service, which damages the Customer or another party. At the Company’s sole discretion, it may revoke access for inappropriate usage. Use of any information obtained via the Service is at the Customer’s own risk. The Company is not responsible for the accuracy, quality, or content of information obtained through the Service. This AUP should be read in conjunction with the Company’s Internet Service Agreement and other policies.
- 8.7.4. **Violations: The following constitute violations of THE COMPANY’S AUP:**
 - 8.7.4.1. Using the Service to gain unauthorized access to any computer systems.
 - 8.7.4.2. Using the Service to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
 - 8.7.4.3. Using the Service to interfere with access to the Internet by other parties or disrupt the network used by the Company. This includes continual excessive use causing a loss of bandwidth availability to the rest of the system users.
 - 8.7.4.4. Using the Service to harm, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, race, ethnicity, age, or disability.
 - 8.7.4.5. Using the Service to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.

- 8.7.4.6. Using the Service to harass, threaten, embarrass or cause distress, unwanted attention or discomfort upon another.
- 8.7.4.7. Using the Service to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as “pyramid schemes,” “ponzi schemes,” and “chain letters.”
- 8.7.4.8. Adding, removing or modifying identifying network header information in an effort to deceive or mislead.
- 8.7.4.9. Using the Service to transmit any unsolicited commercial email or unsolicited bulk email is prohibited. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email, whether or not that email is commercial in nature, is prohibited.
- 8.7.4.10. Using the Service to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the Company or another entity’s computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- 8.7.4.11. Using the Service to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- 8.7.4.12. Using the Service to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- 8.7.4.13. Using the Service to cause harm minors in anyway either by intention or unintentionally.
- 8.7.4.14. Reselling the Service without the Company’s authorization, including “sharing” the service via wired or wireless connection with computers or other devices not physically located at the subscribers address. This includes allowing others to use your service without charge or obvious gain by having or leaving your network unsecure and/or providing access codes to others. In addition, installing a wireless hotspot at a residence or place of business and/or near a public place and allowing others who are not a part of that service address to gain access is considered a violation of the AUP. Those who wish to engage in providing wireless services to their customers must subscribe to the appropriate level of service.
- 8.7.4.15. Using the service in a manner that is inconsistent or in excess of normal usage parameters. While the Company does not intend to limit the amount of data that is used by a customer, the Company reserves the right to modify and or disconnect customers subscription to its services. For example, if a user is identified as having usage that is beyond the Company’s expectations and/or average bandwidth consumption of other like users for the same service in excess of 25% total bandwidth consumption, the Company reserves the right to modify the subscribers subscription rate and / or suspend / disconnect subscriber without warning.

8.8. Revisions of the AUP by the Company. The Company reserves the right to revise, amend, or modify this AUP, the Internet Service Agreement, and other policies at any time and in any manner. Any revision, amendment, or modification will be posted in accordance with the terms of the Internet Service Agreement.

9. WARRANTIES, LIABILITY, AND LICENSURE

9.1. Customer Risk; No Warranty and Limitation of Liability. THE CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE OF INTERNET SERVICE AND OF CUSTOMER'S ACCOUNT. THE COMPANY IS NOT RESPONSIBLE FOR (1) CUSTOMER'S PERSONAL FILES RESIDING ONLINE ON COMPANY OWNED AND CONTROLLED COMPUTERS OR COMPUTERS OR EQUIPMENT OF COMMON CARRIERS OR THIRD PARTY PROVIDERS, (2) CUSTOMER'S INABILITY OR FAILURE TO PERFORM RESEARCH OR RELATED WORK OR TO WORK PROPERLY OR COMPLETELY, OR (3) FAILURE OF ANY COMMUNICATIONS SYSTEMS OR DEVICES. **COMPANY, COMMON CARRIERS AND THIRD PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR COST (INCLUDING LOST PROFITS OR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES) CUSTOMER OR ANYONE ELSE USING CUSTOMER'S ACCOUNT MIGHT INCUR DUE TO USE OR INABILITY TO USE COMPANY'S INTERNET SERVICE OR FOR ANY OTHER REASON.**

9.2. Limitation on Liability.

9.2.1. IF CUSTOMER LIVES IN A STATE WHOSE LAWS PREVENT CUSTOMER FROM TAKING FULL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE OF THE COMPANY INTERNET SERVICE, COMPANY'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY LAW. IN NO EVENT SHALL COMPANY'S LIABILITY OR THE LIABILITY OF THIRD PARTY CONTRIBUTORS TO SERVICE EXCEED (a) ACTUAL DAMAGES FOR INJURY TO PROPERTY OR PERSON CAUSED BY COMPANY'S NEGLIGENCE, OR (b) COMPANY'S SERVICE CHARGES DURING THE AFFECTED PERIOD FOR ALL OTHER CLAIMS, ACTIONS OR DAMAGES PERMITTED UNDER THE AFOREMENTIONED GENERAL TERMS AND CONDITIONS, THESE INTERNET SERVICE TERMS AND CONDITIONS, OR ANY APPLICABLE SERVICE AGREEMENT,.

9.2.2. CUSTOMER IS RESPONSIBLE FOR ALL USE OF THE CUSTOMER'S ACCOUNT AND CONFIDENTIALITY OF PASSWORD(S). COMPANY WILL SUSPEND OR CHANGE ACCESS UPON NOTIFICATION THAT CUSTOMER'S PASSWORD HAS BEEN STOLEN, LOST, OR OTHERWISE POSSIBLY COMPROMISED.

9.2.3. CUSTOMER WILL BE RESPONSIBLE FOR ALL ACCESS TO AND USE OF INTERNET

9.2.4. SERVICE BY CUSTOMER'S FAMILY MEMBERS, THE CUSTOMER'S PERSONNEL OR OTHERS WHO ACCESS THE SERVICE THROUGH CUSTOMER OR CUSTOMER'S EQUIPMENT, WHETHER OR NOT CUSTOMER HAD KNOWLEDGE OF OR AUTHORIZED THE ACCESS OR USE.

9.3. Ownership and License.

9.3.1. All aspects of the Internet Service (except portions owned by Third Party Providers who contribute to the Internet Service) are copyrighted as a collective work under U.S. copyright laws and are owned by the Company – including Company trademarks, service marks and logos.

9.3.2. Trademarks, service marks, and logos owned by third parties remain the property of those third parties.

10. GENERAL STATEMENTS REGARDING THE INTERNET.

- 10.1. Legality and Propriety of Material Placed on the Internet.** Company recognizes that the legal status of the Internet has not yet been resolved totally or satisfactorily, either through legislation or court precedent. Company believes the First Amendment rights of free speech, freedom of the press and freedom of association apply to the Internet to the same degree as they do to print media and that any attempt to infringe upon those rights is not legitimate. There are, however, restrictions where Company or Third Party Providers are required to make determinations regarding the legality and propriety of material placed on the Internet Service or use of the Internet Service. In making those determinations, Company for its part will endeavor to be guided by appropriate legal principles.
- 10.2. No Guarantee of Privacy.** Electronic mail passes through multiple mail servers on the Internet as it passes from source to destination. Privacy can never be guaranteed from every possible mail server. Users seeking total privacy should use some encryption scheme to render messages unreadable by eavesdroppers. Company places a high value on privacy and will only examine users' mail when absolutely required, for example when troubleshooting e-mail delivery problems, when presented with complaints regarding unauthorized or illegal e-mail, spamming and other improper use of e-mail services, or being presented with a search warrant for the information.

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