

## INTERBEL.NET DSL SERVICE AGREEMENT

InterBel.net ("InterBel") is pleased to provide you ("Customer") with a Digital Subscriber Line (DSL) Internet access service. This high speed access is provided through a DSL modem ("the Services") over a telephone line provided by InterBel Telephone Cooperative – and with the understanding set forth below:

1. Access Services Provided. By using the InterBel.net DSL services, you agree to the terms and conditions set out below. If you do not agree with any of the following terms and conditions, you may not access or use the Services. You acknowledge that all services obtained by you over the Internet and charges for such services are your responsibility.

InterBel may change portions of this Agreement from time to time, upon reasonable notice to you. It is further acknowledged that this Agreement is subject to terms and conditions that may be required by State and Federal regulations.

2. Customer Computer. It is your responsibility to ensure that your computer equipment meets the requirements set out by InterBel as may be amended from time to time, that are necessary to use the Services. These requirements are posted on the InterBel.net web site.

3. DSL Modem Ownership. You agree to return the DSL modem to InterBel if the Services are cancelled within the first 12 months – in addition, **a \$99 installation fee (that was originally waived) will be charged if the DSL Service is cancelled or disconnected for non-payment within the first 12 months.** In the event it is necessary for InterBel to move the DSL modem (at anytime) -- InterBel will charge \$27.50 for moves within the same building and \$99.00 for moves outside the original building where installation was completed. A lost or damaged modem within the first 12 months will result in a replacement charge to the Customer, of \$100.

4. Limited Warranty. ALL EQUIPMENT AND SERVICES ARE PROVIDED BY INTERBEL "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. INTERBEL DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE EQUIPMENT OR SERVICES. INTERBEL DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A SPECIFIC PERIOD OF TIME, OR THAT ANY CONTENT OR OTHER MATERIAL ACCESSIBLE ON THE SERVICES IS FREE OF VIRUSES. ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXCLUDED.

5. Acceptable Use by Customer. You agree to comply with the policies respecting permitted and prohibited use of the Service as may be posted on the InterBel.net website from time to time. Without limiting the generality of the foregoing, you agree not to:

- (a) invade another person's privacy; unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content which is unlawful, threatening, abusive, libelous, slanderous, defamatory or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any state, federal or international law, order or regulation;
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person, without the knowledge and consent of such person;
- (c) copy, distribute or sub-license any software provided by InterBel, except as otherwise provided in the applicable software license agreement;
- (d) alter, modify or tamper with the Equipment or Services;
- (e) upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or rightholder;
- (f) restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Equipment, the Services or the Internet, including, without limitation: posting or transmitting any information or software which contains a virus, lock, key, bomb, worm, trojan horse or other harmful or debilitating feature, distributing mass or unsolicited email ("Spamming"), or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- (g) disrupt InterBel's backbone network or network services, prolong use of constant bit stream connections or otherwise knowingly disrupt the Service;
- (h) resell the InterBel.net Services; The InterBel.net Services are for personal use only and you agree not to use the InterBel.net Service for operation of an Internet Service Provider business or for any other business enterprise in competition with InterBel.net and/or InterBel Telephone Cooperative, Inc.
- (i) host an Internet Server at your premises.

**Engaging in one or more of these activities may result in termination of this Agreement.**

6. No Liability For Content. You acknowledge that there is some content on the Internet and other Services which may be offensive to some customers, or which may not be in compliance with all local laws, regulations and other rules. All content accessed by you through the Service is accessed and used by you at your own risk. InterBel assumes no liability whatsoever for any claims or losses arising out of or otherwise relating to access to or use of such content by you. You agree to hold InterBel harmless from all liabilities and expenses related to any breach of this Agreement by you or any other user of your computer or in connection with your or such other users use of the Service.

7. Access to the Customer's PC by Other Users. You acknowledge that when accessing the Internet, there are certain applications which are designed to allow other users to gain unauthorized access to your PC. You assume the responsibility for such matters.

8. Limitation of Liability.

(a) In the event of any breach by InterBel, its affiliates or its agents, including any breach of a fundamental term or any negligence, your exclusive remedy shall be to receive from InterBel payment for actual and direct damages to a maximum amount equal to the fees paid by you to InterBel in the past three months.

(b) Except as set out in paragraph 9(a), under no circumstances shall InterBel, its affiliates or its agents be liable to you or to any third party for:

i. any direct, indirect, special, or consequential damages, including loss of profits and loss of business opportunities, that result in any way from this Agreement, including your use of the Service or to access the Internet or any part thereof, or your reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in preparations, or transmission, or failure of performance.

ii. any losses, damages, expenses or costs (including legal fees) arising out of or in connection with any claim, or other proceeding based upon a contention that the use of the Equipment or Services by you or a third party infringes any intellectual property rights or contractual rights of a third party.

9. Personal Pages.

(a) You may create personal pages on our World Wide Web Server (the "Site"). On the Site, you can conceive, design, create, maintain, and publish texts, diagrams, illustrations, audio clips and related materials (the "Content") for access by a global audience.

(b) You warrant that the Content on your Site is suitable for publication, is not libelous or defamatory, does not breach the intellectual property rights (including, without limitation, copyright) of any third party, and complies with all laws, regulations, court orders and other legal requirements.

(c) While it is your responsibility to regulate and control Content, we may decide to suspend or delete your home page without your consent if you violate this Agreement. In addition, if we determine that it is appropriate, we may either (i) issue a warning to you; (ii) suspend your access to some or all of the Services; or (iii) terminate this Agreement.

10. Termination and Expiration. You may terminate this Agreement at any time by providing InterBel with notice of such termination. InterBel may suspend or terminate this Agreement at any time in the event that you are in breach of any term or condition of this Agreement.

11. Ownership of Addresses. InterBel owns all addresses provided to you, including but not limited to IP addresses, e-mail addresses and personal web page addresses. InterBel may modify or change such addresses at any point in time and shall in no way be required to compensate you for such changes.

12. Multiple Users. You acknowledge that you are executing this Agreement on behalf of all persons who use the Services through your PC. You assume all liability for such use of the Services and are responsible for ensuring that all such other users understand and comply with the terms and conditions of this Agreement. NOTE: please contact InterBel.net Customer Service for information and pricing on "allowable" Multiple User Network fee and Multiple IP Address fee charges – as they may be applicable to your application.

13. Survival. Upon termination of this Agreement, all accrued obligations or liabilities and the provisions which by their nature are intended to endure beyond such termination will remain in effect. Without limiting the generality of the foregoing, the provisions of Sections 4, 6, 7, and 8 shall survive the termination of this Agreement for any reason.

14. Waiver. The failure of either party to insist upon strict interpretation of this Agreement or to exercise any option herein, shall not act as a waiver of any right or option, but the same shall continue to be in full force and effect. No waiver by either party of any breach shall be effective unless expressed in writing.

15. General. In the event that InterBel amends any of the provisions of this Agreement, your continued use of the Services following such amendment shall be deemed its acceptance of such amendments. If you do not agree with any of the amendments to this Agreement, you agree to stop using the Services. This Agreement shall be governed by and construed in accordance with the Montana State and U.S. Federal laws.