

# **FIBER**

## **TERMS AND CONDITIONS OF USE CONTRACT**

### **FOR**

## **EAGLE TELEPHONE SYSTEM, INC.**

Eagle Telephone provides local access service entitled InfoMotion™ (the “Network”). The User desires to obtain access to the Network. Users of the Network must respect the intellectual property and conditions to use listed below.

Please read each paragraph and sign the agreement at the bottom to indicate your consent. Your access to the Network will not be granted until this agreement is signed and returned to Eagle Telephone.

**Rules & Regulations-**User will abide by all rules and regulations for the Network as may be announced from time to time by Eagle Telephone. The Network may be used only for legitimate and approved purposes as set forth in the documentation. Users who disregard this policy will be subject to removal from the Network and/or legal action by Eagle Telephone.

**Restrictions-** No Web Hosting, Web Servers, File/Movie/Music Servers or Sharing or Distributed Peer-to-Peer File Sharing Services. Bandwidth will be monitored and action will be taken for ALL cases of abuse. If User is found to be abusing bandwidth multiple times or after User has been informed and told of abuse and is still found to be doing so, the User will be suspended and/or banned from Internet/Dial-Up/Broadband /DSL use and service.

**Password-**User will not allow another person to use his/her security number or password.

**Copying of Software-**Virtually all software/media is protected by the Federal Copyright Act or other intellectual property rights. **THE COPYING/DOWNLOADING OF ANY COMPUTER SOFTWARE/MUSIC/MOVIE/VIDEO/PROGRAM THAT DOES NOT CONTAIN SPECIFIC PERMISSION TO COPY IS PROHIBITED AND ILLEGAL.**

**Unauthorized Use-**User will not view or use another person’s computer file, programs, or data without the permission of that individual; it is unethical, an invasion of privacy, and can be considered (in the case of unauthorized use) theft of personal property.

**Unauthorized Entry-**Unauthorized entry into a system is trespassing. Any attempt to circumvent the security mechanisms shall be considered attempted theft or trespass. Deliberate attempts to degrade Network performance or capability, or attempts to damage systems, software or property of others will be cause for removing User from the Network, and may be grounds for legal action against User.

**Backup-**User is responsible for maintaining whatever level of backup of their files is needed. Eagle Telephone’s Internet Service Provider performs a daily backup of the Network, however, there is no guarantee that specific files will be able to be restored and Eagle Telephone is not responsible for recreating data files. If satisfactory back-up files are available from User, then Eagle Telephone’s Internet Service Provider will perform restoration at Eagle Telephone’s then current standard rates.

**Warranties-**Eagle Telephone warrants that the Network shall perform in accordance with its documentation. **THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Eagle Telephone does not represent or warrant that Network will be error free or uninterrupted. Eagle Telephone has not quality assured any public domain software or programs operating on the Network and User agrees that user of such software or programs is on an “as is” basis, without warranty nor representation. Eagle Telephone specifically denies any responsibility for the accuracy or quality of information obtained through the Network.

**Limitation of Liability-**Eagle Telephone’s liability to User for any losses or damages, direct or indirect, whether based in contract or tort, arising out of the use of the Network (including, lost data, information, or profits), shall not exceed the

amount equivalent to the proportionate rate to the customer for the period of service during which the alleged incident giving rise to the loss or damages occurred. Eagle Telephone shall not be liable for special, incidental, or consequential damages.

**Maintenance**-User is responsible for maintenance of User equipment and upgrading that equipment to the ongoing specification of the Network. User is responsible for errors in input data. User accepts full responsibility for updating user documentation as issued by Eagle Telephone.

**Refusal of Service**-Eagle Telephone reserves the right to refuse Network services to anyone who in Eagle Telephone's sole discretion may be a security risk to the Network or other users. If unlawful, unauthorized, threatening, obscene, abusive or objectionable activity has been reported or is suspected, Eagle Telephone reserves the right to review any material sorted in files or programs to which Network users have access, public or private, and will edit, or remove any material which Eagle Telephone, in their sole discretion, believes to be unauthorized, unlawful, threatening, obscene, abusive, or otherwise objectionable.

**Indemnification**-User agrees to indemnify and hold harmless Eagle Telephone from any loss, claim or damage resulting from User's use of the Network which damages Eagle Telephone or any third party, and User further agrees to compensate anyone harmed by User's abusive, objectionable or unauthorized use of the Network.

**Release**-The information provided on the Network is offered as a community service and is not a substitute for individual professional consultation. Adequate professional guidance for making important personal decisions cannot be provided through an electronic format of this type. Advice on individual problems should be obtained personally from a professional. User agrees that by his/her use of the Network, User is not seeking to establish a doctor/patient, lawyer/client, or similar relationship with any of the information providers. Therefore the information providers and Eagle Telephone can rely upon User's promises in this agreement as an inducement to provide information to the Network.

**Change Orders**-Specialized changes or other consultation as it relates to Eagle Telephone's standard product offerings will be billed on a time and materials basis; billings will be separate from the standard monthly service charges.

**Third Party Claims**-Eagle Telephone is not responsible for claims against User by third parties, even if Eagle Telephone is informed of such a claim or potential claim.

**Billing**-User service fees shall be due and payable when rendered.

**Assignment**-User shall not assign this agreement to another party.

**Termination**-Eagle Telephone may terminate User access to the Network for failure to pay service fees within fifteen days after written notice of default, or breach by User of any term or condition of this Agreement or the Network documentation. Eagle Telephone may from time to time change, add, or delete services available on the Network and the terms and conditions of use. Eagle Telephone will inform User of such changes. Use of the Network by User after notification of such change constitutes acceptance of the new terms and conditions. User may terminate Network services upon fifteen days prior written notice to Eagle Telephone.

**Mediation/Arbitration**-Any disputes between User and Eagle Telephone will be resolved first by mediation using a professional mediator, and if mediation does not result in a settlement, or if the parties cannot agree on a mediator, then the dispute shall be settled by binding arbitration under the rules of the American Arbitration Association.

**Change of Address**-User shall inform Eagle Telephone in writing of any change in User's address or telephone number.

Eagle Telephone Systems Inc  
P.O. Box 178  
349 First Street  
Richland, OR 97870

### **Fiber Account Application**

If you have questions about this application please call (541) 893-6111. For technical issues, call (541) 893-6111 please return your completed application to Eagle Telephone Systems Inc.

Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Street Address: \_\_\_\_\_ \*City/State/Zip: \_\_\_\_\_

If different from Mailing

## 1 Year Contract

### Platform Type: Check One

MS Windows NT\_\_\_ MS Windows Vista\_\_\_  
MS Windows ME\_\_\_ MS Windows 2000\_\_\_ MS Windows XP/Pro\_\_\_  
Macintosh\_\_\_

\*Must have NIC card (Network Interface Card)

\*If NIC card not present, must have installed by Professional Computer Technician

FIBER	Download Speed	Monthly Fee
Residential Plan	3Mbps	\$56.05 + Tax
Business Plan	3Mbps	\$64.10 + Tax

**\* The Fiber plan includes: Call waiting, Call forwarding, 3-way calling, Voicemail or Caller ID**

**\*this price includes basic line charges.\***

Please **Mark One** of the Following Options: **Voicemail**\_\_\_\_\_ **Caller Id**\_\_\_\_\_

Monthly Rate \$\_\_\_\_\_

**\*Allow 5 to 7 working days for Fiber to be installed and running\***

### Non-Recurring Charges:

Installation Fees: \$185.00 Connect fee \$\_\_\_\_\_

**Waived with minimum one year service**  
\$100.00/hr. Category 5 Wiring \$\_\_\_\_\_

\$25.00 Internet Connection Fee \$25.00

Total Fees \$\_\_\_\_\_

### I AGREE TO THE ABOVE LISTED TERMS AND CONDITIONS

User's Full Name (please print or type): \_\_\_\_\_

User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_