

By signing up for any ETS Telco Wireless service, you agree to the following terms:

All provisions of the ETS Telco Service Agreement (hereafter 'Agreement') apply to the User's Principal Account and Associate Accounts billed to the Principal Account.

The benefits of or rights conferred by this agreement are non-transferable. Use of ETS Telco accounts is expressly limited to the Individual or business whose name appears on the account.

User agrees to use the services in a manner consistent with all applicable laws.

User agrees to follow the Acceptable Use Policy of any network the user connects to, including ETS Telco's system.

If User is less than 18 years of age, Agreement must be signed by a parent or legal guardian, who is responsible for all charges related to use of User's account(s).

ETS Telco equipment is and shall remain the property of ETS Telco regardless of where installed within the Service Location(s) and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time ETS Telco may remove or change ETS Telco equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any ETS Telco equipment or permit others to do so, and shall not use the ETS Telco equipment for any purpose other than that authorized by the Agreement. Customer is responsible for damage to, or loss of, ETS Telco equipment caused by its acts or omissions. At the end of the service term or upon the breach hereof, ETS Telco retains the right to remove the ETS Telco equipment including, but not limited to, that portion of the ETS Telco equipment located within the Service Location(s).

Customer alone shall be responsible for providing, installing, maintaining, repair, operation and replacement of all wiring and equipment and facilities on the Customer's side of the cable modem, route and/or coaxial input connection. All Customer-Provided Equipment and wiring that Customer uses in connection with the Services must be fully compatible with the Services.

User is responsible for all use of User's account(s) and confidentiality of password(s). ETS Telco will suspend access or change access to User's account(s) immediately upon notification by User that his/her password has been lost, stolen or otherwise compromised.

User agrees to pay ETS Telco all charges relating to the use of User's account(s) according to rates and prices published at the time the service is used. Rates and prices are incorporated into this agreement by reference. User is also responsible for monthly storage charges as described and agreed upon. All fees are non-refundable.

A credit limit is applied to all accounts. User's access to service may be suspended if User exceeds his/her credit limit unless prior arrangements have been made.

User is responsible to make payments for basic monthly charges for service in advance of receiving service in accordance with ETS Telco's standard billing procedures. All payments are non-refundable.

All disputes must be made within 60 days of billing statement. Disputes and refunds are handled on a case-by-case basis. For questions, concerns please contact an ETS Telco billing team member at 1-800-758-7300

ETS Telco reserves the right to change prices on 30 days' notice published On-line.

User agrees to pay all attorneys' fees, court costs, filing fees including charges or commissions that may be assessed to us by any collection agency retained to pursue this matter, which may be as much as 50% of the principal balance owing. User further agrees to pay interest at the rate of 1.5% per month (18% per year). MINIMUM MONTHLY FINANCE CHARGE: \$2.

ETS Telco reserves the right to suspend access to service for User's account(s) upon an indication of credit problems including delinquent payments or rejection of any credit card charges.

Charges that may be imposed by ETS Telco if, prior to the end of the applicable Service Term (a) ETS Telco terminates Services for cause or (b) Customer terminates any Service without cause.

THE ETS TELCO SERVICE IS PROVIDED ON AN 'AS IS, AS AVAILABLE' BASIS. NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO ETS TELCO OR ANY INFORMATION OR SOFTWARE THEREIN THIS NO WARRANTY EXPRESSLY INCLUDES ANY REIMBURSEMENT FOR LOSSES OF INCOME DUE TO DISRUPTION OF SERVICE BY ETS TELCO OR ITS PROVIDERS.

Neither ETS Telco nor its information Providers are responsible for any damages arising from User's use of ETS Telco or by User's inability to use ETS Telco's service.

ETS Telco reserves the right to change without notice the ETS Telco service, including, but not limited to, access procedures, hours of operation, menu structures, commands, documentation, vendors, and services offered.

ETS Telco is not responsible for User's personal files residing on ETS Telco. User is responsible for independent backup of his/her data stored on ETS Telco.

ETS Telco reserves the right to delete User's personal files after one or both parties terminate agreement.

ETS Telco reserves the right in its sole discretion to delete any information entered into ETS Telco by User.

ETS Telco and its authorized representatives shall have the right but shall not be obligated to edit publicly viewable information.

ETS Telco reserves the right to add a late fee to all invoices that are 15 days past their due date.

ETS Telco reserves the right to adjust fiber installation costs dependent upon the location/funding source of the fiber build project.

USER HEREBY AGREES THAT ANY MATERIAL SUBMITTED FOR PUBLICATION ON ETS TELCO THROUGH USER'S ACCOUNT(S) DOES NOT VIOLATE OR INFRINGE ANY COPYRIGHT, TRADEMARK, PATENT, STATUTORY, COMMON LAW OR PROPRIETARY RIGHTS OF OTHERS, OR CONTAIN ANYTHING OBSCENE OR LIBELOUS.

ETS Telco, at its sole business judgment, may terminate this membership Agreement immediately or suspend User's access to the service upon any breach of this On-line Services Contract by User, including, but not limited to, refusal or failure to pay for services provided or by sole judgment of ETS Telco that User may be performing activities harmful to ETS Telco or its Users, employees, vendors, business relationships, or any other users of the Internet.

Due to the public nature of the Internet, all e-mail is considered publicly accessible and important information transferred through the Internet.

This Agreement shall be governed by the laws of the State of Idaho.

ETS Telco may modify these terms and conditions upon notice published On-line via ETS Telco. User's use of ETS Telco services after such notice shall constitute User's acceptance of the modifications to this Agreement.

Non-enforcement of any section of this Agreement does not constitute consent and ETS Telco reserves the right to enforce this Agreement at its sole discretion.

If any one or more paragraphs in this Agreement is found to be unenforceable or invalid, User's and ETS Telco's agreement on all other paragraphs shall remain valid. User acknowledges that ETS Telco accounts allow full access to the Internet which may include some information which contains language, images, or subjects that are for adult audiences or that may be deemed

offensive by User. ETS Telco will not take any steps to censor any of this material. Should User find any of this material offensive or inappropriate, User's sole remedy is to cancel User's account.

ETS Telco does not permit the use of any software, program, tool, process, or mechanism that is or could be used for the purpose of guessing or identifying passwords or that makes unauthorized attempts to access other systems or networks. ETS Telco will assist local, state, or Federal authorities in their prosecution of anyone making illegal use of ETS Telco's services.

User agrees that User's password is confidential and agrees to not disclose User's password to any other person or entity and to take reasonable steps to keep passwords confidential.

I acknowledge that ETS Telco is not liable or responsible for pre-existing cable or pre-existing mounting hardware. Pre-existing cable and hardware (not installed by ETS Telco) is subject, but not limited to:

- Cable ran through the attic by either the customer or a third party.
- Existing cable running from the exterior communications panel into the home/building.
- Existing cable running from the interior communications panel to any location inside the home/building.
- Any existing cable used for internet installation from a previous Internet Service Provider.
- Any existing mount used for internet installation from a previous Internet Service Provider, Over the Air television antenna or Satellite TV Provider.
- Cable buried under the ground.
- Cable ran through a conduit or any pipeline.
- Any existing cable running from the exterior of the home/building into any location inside the home/building.
- Any existing cable running from the interior of the home/building into any location inside the home/building.
- Any splices in the cable. (Couplers, punch down blocks, clamshell, twist pair, etc.)

In the event of a failure of the pre-existing cable or mounting hardware, as outlined above, I agree to pay ETS Telco \$90/hr. for the repair or replacement of the cable and/or mounting hardware.