

## **Yucca Telecom One Year Service Agreement :**

By signing this agreement, the customer agrees to the following terms and conditions of service, intending to be legally bound thereby:

- 1.** Customer agrees and understands that the only warranty or guarantee made concerning the fitness, quality, design, condition, capacity, suitability, reliability, or performance of any hardware or software sold or provided to customer by Yucca Telecom is made by the manufacturer of said product and set such product. Yucca Telecom shall not be liable in any event for loss of use, profit, revenue, consequential damage, or any claim for damage resulting from the use of purchased hardware, use of the Internet and software, or interruption of such service for any cause. The liability of Yucca Telecom for any cause shall never exceed the actual amount paid Yucca Telecom by the customer.
- 2.** Customer agrees and understands that Yucca Telecom and Agents have no control of information and services provided through the Internet and customer hereby expressly releases, holds harmless and agrees to indemnify Yucca Telecom and Agents from any and every claim which might be made by any person by virtue of customer's access to and use of the Internet.
- 3.** Customer agrees and understands that the Internet is unrestricted and uncensored, and that certain material may be distasteful, and/or unsuitable for children. Customer agrees and understands that Yucca Telecom has no control over other Internet sites and that it is the customer's sole responsibility to prevent viewing of inappropriate material by children.
- 4.** By executing this agreement and/or using the system, the customer expressly agrees to abide by all system rules as published from time to time by Yucca Telecom. Customer hereby acknowledges receipt of a current copy of the system rules in effect at the time of activation. System rules may be modified at any time by Yucca Telecom, with such changes to be published on the Yucca Telecom Home Page. Customer agrees to accept Yucca Telecom's interpretation of all system rules.
- 5.** Yucca Telecom agrees to use its best reasonable efforts to keep all electronic mail (E-mail) messages private and confidential, and agrees that the customer is the sole owner of any e-mail messages posted by customer to the system. In the event Yucca Telecom reasonably believes customer is violating system rules, Yucca Telecom may review customer's e-mail. Customer acknowledges and agrees that the recipients of e-mail are under no obligation to keep it confidential and that in the event governmental authorities investigate or seize the system, customer e-mail may be reviewed.
- 6.** If Yucca Telecom has reason to believe customer is in violation of any system rules, or is conducting any activities we believe harmful to Yucca Telecom, the system, or other users, customer expressly agrees that Yucca Telecom may exercise any or all of the following remedies:
  - a.** Yucca Telecom may immediately terminate customer's access to the system, and shall have no obligation to return data stored on the system.
  - b.** Yucca Telecom may report the matter to the proper authorities and fully cooperate with any official investigation.
  - c.** Yucca Telecom may exercise any other right, remedy, or action which is appropriate in view of the nature of the violation of system rules or other harmful activity.
- 7.** Customer agrees to pay for all services, including any applicable installation or activation charges, performed in a timely manner in accordance with Yucca Telecom billing policies. Customer agrees and understands that base service is billed one month in advance, and that any overages are billed one month in arrears.
- 8.** Customer recognizes and acknowledges that any software provided by Yucca Telecom for access to the system is copyrighted material, and that customer may not sell, give, transfer, or copy said software without the express written permission of the copyright holder and Yucca Telecom.
- 9.** Customer acknowledges and agrees that any passwords issued by Yucca Telecom for system access are for the sole use of customer, and that customer may not allow others to use his/her password to access the system. Violation of this article shall be cause for immediate termination of service.
- 10.** Customer may not resell any services purchased from Yucca Telecom without the express written consent of Yucca Telecom.
- 11.** Customer agrees to all terms and conditions in the application for Yucca Telecom service.
- 12.** Customer hereby agrees and consents to the obtaining by Yucca Telecom of any and all personal credit and/or financial information and does hereby agree and consent to Yucca Telecom's use thereof for the purposes of waiving any security deposit or determining whether or not service to customer should be initiated or continued. Customer agrees to indemnify, hold harmless, and release Yucca Telecom from any claim made as a result of the use and/or obtaining of such information. Yucca Telecom reserves the right to charge a security deposit.
- 13.** Customer agrees he/she has read and agrees to all the terms and conditions shown on both the front and reverse side of this application for service.
- 14.** Acceptance of this application is at Yucca Telecom's sole discretion and shall be evidenced by its duly authorized signature in the space provided hereon.
- 15.** Upon acceptance by Yucca Telecom, this Customer Service Agreement and any exhibits, riders, amendments, or supplements attached hereto shall constitute the entire Agreement between Customer and Yucca Telecom, and shall supersede any prior or contemporaneous understandings or written or oral agreements between the parties respecting the within subject matter.
- 16.** Customer assents to any terms and conditions of this agreement which are additional or are different from those proposed either orally or in writing by customer.
- 17.** At the sole discretion of Yucca Telecom, service may be commenced prior to or subsequent to the obtaining and verifying of credit and financial information as authorized herein. Yucca Telecom reserves the right to demand a deposit and/or terminate service if, in the sole discretion of Yucca Telecom, customer's credit or financial information proves unsatisfactory during the term of this agreement.
- 18.** Customer certifies and warrants that the information given in this application is true and correct.

19. Prices charged for services under this agreement are subject to change without notice.
20. No right or remedy herein conferred upon or reserved to Yucca Telecom is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing a law or equity, and may be enforced concurrently or from time to time.
21. Customer hereby waives, and agrees not to assert any and all existing or future claims, defenses, and offsets against any payment due hereunder. Customer agrees to pay all charges due hereunder, regardless of any claim, defense, or offset which may be exerted by customer or on customer's behalf.
22. A delegation of any obligation hereunder by customer shall relieve customer of said obligation.
23. No term or condition of this agreement may be waived or modified except by the written consent of Yucca Telecom. Forbearance or indulgence by Yucca Telecom in any regard whatsoever shall not constitute waiver of any term or condition, nor shall it constitute a waiver as to any future default or defaults, whether of like or different character.
24. Service of all notices under this agreement shall be deemed sufficient if given personally or mailed to the party involved at its respective address set forth in this agreement, by US mail, or at such address as the notified party may from time to time request in writing. Any notice mailed to such address shall be considered effective at the time of mailing.
25. This agreement shall be construed under and in accordance with the laws of the State of New Mexico. If any one or more of the provisions contained herein shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
26. A service charge may be imposed for all returned checks, not to exceed the maximum allowed by law.
27. Yucca Telecom assumes no responsibility for interruptions of service cause by Acts of God, force majeure, catastrophe, etc.
28. All payments are due 15 days after invoice issuance. Late fees will be assessed in accordance with company procedure.
29. If service is suspended by Yucca Telecom for nonpayment, or other cause, and reactivated within 10 days, a \$35 charge will be imposed at reactivation. If not reactivated within this time period, an early termination fee could be charged equal to \$25 per month remaining in contract.
30. Initial activations, renewals, reactivations, and plan changes may only include those rate plans being offered at the time of activation, renewal, reactivation, or plan changes.
31. Customer assumes responsibility for any and all charges associated with the use of his/her account.
32. Yucca Telecom reserves the right to change the terms and conditions of this agreement upon 30 days notice.
33. Published speed rates are best efforts speed. Actual download and upload speeds experienced may vary depending on customer location, Internet traffic, wiring, computer hardware, software, etc.

#### **SYSTEM RULES:**

1. The system may not be used for any activity which may violate any criminal or civil laws. These include, but are not limited to, any activities involving drugs, gambling, prostitution, pornography, spreading computer viruses, cracking computer security systems, infringing on intellectual property, trafficking in credit card numbers, fraudulent marketing schemes, or trafficking in cellular telephone fraud information.
2. The system may not be used to distribute mass unsolicited e-mail containing commercial advertisements or to post commercial advertisements to inappropriate locations on the Internet.
3. The system may not be used to publish defamatory statements directed to or about other persons or entities on the Internet.
4. Customers must respect the conventions and rules of news groups, mailing lists, and other networks, even if those conventions and rules are more restrictive than Yucca Telecom's.
5. The system may not be used to violate the copyright interests or other intellectual property interests of any person or entity. This includes, but is not limited to the distribution or sharing of copyrighted software in violation of the copyright holder's rights.
6. Customers may not post any material to the system which is obscene, vulgar, and blatantly offensive to the prevailing moral standards of the community.
7. Service may not be used to host public or private websites, or host gaming operations. The use of any programs or automatic devices to keep a dial-up connection active is prohibited. Yucca Telecom reserves the right to discontinue the service at its sole discretion and without prior notice to violators of this policy.

#### **Internet - ONE YEAR COMMITMENT:**

1. To receive pricing on broadband service packages, and to take advantage of any installation fee discounts, a one year continuous service commitment is required. Disruption in continuous service will result in an early termination of \$25.00 per month.

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_