



BROADBAND SERVICES STANDARD TERMS AND CONDITIONS

By activating use of any broadband Internet access services (Services) provided by 3 Rivers Telephone Cooperative, Inc. DBA3 Rivers Communications (3 Rivers), Customer acknowledges having read, and agreement to the following terms and conditions:

1. **Equipment.** In order to access broadband Services, 3 Rivers will provide for purchase or lease by the Customer the following: modem, port, subscriber module. 3 Rivers will also provide microfilter(s) for each digital subscriber line (DSL) service. (Equipment) Customer acknowledges that the Equipment is fit for Customer's purposes and accepts the Equipment in its current condition.
 - a. **Customer Ownership of Equipment.** If the Equipment components, including the modem and/or micro-filters, cease to operate properly due to no fault of the Customer (e.g., the components have not been subject to misuse, abuse, neglect, improper use, improper electrical voltages or current, repairs by others, alteration, or modifications), 3 Rivers will replace the components at no charge to the Customer up to twelve months after the purchase date. The replacements may not be the same model as the original components, and may be new, repaired, or reconditioned.
 - b. Customer is responsible for obtaining any other equipment needed to access, connect to, or use the Services, at Customer's cost and expense, and for ensuring the equipment is compatible with the Services.
2. **Minimum System Requirements and Wiring.** In order to access the Services, Customer agrees and acknowledges that Customer's computer must meet minimum system requirements and that certain inside wiring and/or additional equipment may be necessary in order to complete installation for the Services. Any fees for wiring will be billed to the Customer based on the prevailing hourly rate for 3 Rivers' technician(s).
3. **Billing and Payment of Charges.** Customer will be charged for Services on a monthly basis. Each invoice for Services is subject to payment in accordance with 3 Rivers' prevailing schedule of prices, terms, and conditions, without deduction or setoff of any kind. The recurring monthly fee is due and payable in advance of each monthly billing period for which the Customer has purchased Services in accordance with the terms of the invoice provided to the Customer. The initial invoice will include applicable fees for the Equipment purchased, and may include non-recurring installation charges including, but not limited to, charges for other Equipment and inside wiring.
4. **Compliance.** Customer agrees to adhere to 3 Rivers' Acceptable Use Policy, as it may be amended from time to time. Customer also agrees to comply with all applicable federal, state and local laws, rules and regulations in connection with its use of the Services. In particular, Customer agrees to comply with copyright law, including the Digital Millennium Copyright Act (DMCA). If 3 Rivers becomes aware of alleged, actual or apparent copyright infringement, 3 Rivers may take action as permitted under copyright law, other applicable laws, and these Terms and Conditions. For example, 3 Rivers may remove and/or block access to the allegedly infringing material, and especially for repeated infringement, 3 Rivers may terminate the use of the Services. Customers may respond to such actions as permitted by copyright law. Information about the DMCA and other copyright law is available at <http://www.copyright.gov>.
5. **Use of Services by Others.** Services provided by 3 Rivers are for the sole use of the Customer and those other persons designated by the Customer (collectively called "users" in the Broadband Services Agreement). Their Services may be shared among family members in one household, or among employees at one location for a company. All other sharing and reoffering, and all resale of the Services to other persons or entities for specific applications and on a limited basis, may occur only with the prior, written consent of 3 Rivers, which may be given or withheld in its sole discretion. In instances where the Services are shared among members of one household or employees at one location of a company, changes may be made to the number of users without

the prior consent of 3 Rivers. If the service is provided by the Customer to other persons or entities as allowed herein (e.g., members of a family, employees of a company), then: (a) the identity of each person or entity must be known to Customer; (b) the use of the Services must be specifically authorized in advance by Customer; and (c) Customer is responsible for the compliance with all applicable federal, state and local laws and regulations. Customer is and shall be responsible for any misuse of Services, even if the inappropriate activity was committed by a friend, family member, guest, employee, or any other person who obtained access to Customer's account.

6. Termination; Default. Either party may terminate this Agreement by verbal or written contact with either party. In addition, if: (a) Customer violates or breaches any term or condition contained herein, the Broadband Services Agreement, the Acceptable Use Policy, or any policy adopted by 3 Rivers relating to the Services as may be in effect from time to time; or (b) Customer's use of the Services is causing damage to or degradation of the 3 Rivers system; or (c) in the event of the insolvency of Customer, appointment of a receiver or trustee for a Customer, execution by Customer of an arrangement for the benefit of creditors or similar proceeding, or initiation by any party of any other proceeding involving Customer as debtor under the Bankruptcy Code, as amended, then 3 Rivers shall, in addition to exercising any other right it has here-under or under state law, immediately and automatically accelerate all sums due to 3 Rivers and/or terminate all Services to Customer and discontinue 3 Rivers' performance hereunder without liability to Customer. If termination occurs because of Customer's default, 3 Rivers may keep any sums prepaid by Customer upon termination. 3 Rivers' remedies hereunder are not exclusive, but are in addition to all other remedies provided by law.
7. Reconnect Fee. If Services are terminated due to breach or violation by Customer of any of the terms and conditions contained herein, the Broadband Services Agreement, the Acceptable Use Policy, or any policy adopted by 3 Rivers relating to the Services as may be in effect from time to time, and if 3 Rivers sub-sequently agrees to reconnect Services, then the Customer agrees to pay the reconnection fee.
8. Security. Customer is solely responsible for the security of any device Customer chooses to connect to the Services, including any data stored on the device. 3 Rivers recommends that Customer install a firewall to ensure the privacy of Customer's communications and to protect its data and network. Customer expressly assumes any and all risks relating to the security of Customer's communications, data, and network and its potential access by others.
9. No Warranties. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANT-ABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY TYPE OR CHARACTER ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. STATEMENTS REGARDING OR DESCRIPTIONS OF THE SERVICES OR EQUIPMENT, IF ANY, BY 3 RIVERS OR ITS EMPLOYEES, AGENTS, OR CONTRACTORS ARE INFORMATIONAL ONLY AND ARE NOT MADE OR GIVEN AS A WARRANTY OF ANY KIND.
10. Acknowledgment of Nonreliance. USE OF ANY INFORMATION OBTAINED FROM OR THROUGH THE SERVICES PROVIDED BY 3 RIVERS WILL BE AT CUSTOMER'S OWN RISK. CUSTOMER ACKNOWLEDGES AND AGREES NOT TO RELY ON ANY SUCH INFORMATION OR ADVICE REGARDING THE QUALITY, CONTENT, ACCURACY, OR VALIDITY OF THE INFORMATION AND/OR DATA RESIDING ON OR PASSING THROUGH ANY NETWORK. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT BROADBAND SPEEDS ARE NOT GUARANTEED. CUSTOMER ACKNOWLEDGES THAT 3 RIVERS IS NOT AND WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY ERRORS OR INTERRUPTIONS IN THE SERVICE WHETHER WITHIN OR OUTSIDE THE CONTROL OF 3 RIVERS OR OTHERWISE.
11. Limitation on Liabilities. THE LIABILITY OF 3 RIVERS FOR DAMAGES ARISING OUT OF THE FURNISHING OF ITS SERVICES OR EQUIPMENT INCLUDING, BUT NOT LIMITED TO MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, OR ERRORS, OTHER DEFECTS, REPRESENTATIONS BY 3 RIVERS OR FAILURE TO FURNISH SERVICE WHETHER CAUSED BY ACTS OR OMISSIONS OF 3 RIVERS OR ANY THIRD PARTY SHALL BE LIMITED TO THE PRORATED CHARGE FOR SERVICES AFFECTED BY THE FAILURE FOR THE PERIOD OF SUCH FAILURE. 3 RIVERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. THE LIMITATIONS OF

LIABILITY SET FORTH IN THIS SECTION 11 SHALL APPLY: (A) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY, NEGLIGENCE, OR OTHERWISE; AND (B) WHETHER OR NOT DAMAGES WERE FORESEEABLE. THE LIMITATION ON LIABILITY, EXPRESSED HEREIN, SHALL INURE TO THE BENEFIT OF AND APPLY TO ALL PARENT, SUBSIDIARY, AND AFFILIATED 3 RIVERS COMPANIES. CUSTOMER UNDERSTANDS THAT TELE-COMMUNICATION AND/OR NETWORK ACCESS SERVICES MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS OUTSIDE OF THE DIRECT CONTROL OF 3 RIVERS. UNDER NO CIRCUMSTANCES SHALL ANY SUCH ERRORS, DELAYS, INTERRUPTIONS IN SERVICES, OR LOSS OF INFORMATION NULLIFY OR MODIFY THESE TERMS AND CONDITIONS.

12. Indemnification. Customer shall defend, indemnify, and hold 3 Rivers and any of its officers, directors, employees, agents, and affiliates harmless from and against any and all claims, actions, liabilities, losses, damages, costs, fees and expenses incurred by 3 Rivers (including reasonable attorney fees and expert witness fees and expenses) arising from or out of, or connected with any actions or claims under any of the terms and conditions contained herein, the Broadband Services Agreement, the Acceptable Use Policy, or any policy adopted by 3 Rivers relating to the Services as may be in effect from time to time.
13. Representation and Warranty of Customer. The Duly Authorized Agent represents and warrants that he or she is more than 18 years old and can enter into their own contracts or has the authority to enter into contracts on behalf of Customer. If Customer is an entity, Customer represents that it is duly organized and in good standing in the jurisdiction of its organization and in the State of Montana, and that the execution and delivery by the Customer of the Broadband Services Agreement and the performance by the Customer of its obligations hereunder have been duly authorized by all necessary action, do not require any approval or consent of any person or local, state, federal, or other governmental authority, and do not and will not conflict with, result in any violation of, or constitute any default under, any provision of, the articles of organization or by-laws or other organizational documents of the Customer or any contract, agreement, document, or instrument to which it is a party or by which it is bound.
14. Entire Agreement. These Terms and Conditions, the DSL Agreement and Disclaimer Form (or if applicable, pages i and ii of the SwiftCurrent Information Sheet), and the Acceptable Use Policy contain the entire Agreement (Agreement) and understanding concerning the Services and supersede all prior negotiations and all other agreements, whether electronic, written, or oral. These Terms and Conditions and the Acceptable Use Policy may be modified at any time hereafter by 3 Rivers. 3 Rivers will notify Customer of any such changes by posting a notice of such changes at www.3rivers.net or by sending a notice via e-mail or postal mail. Customer's continued use of Services following such notice constitutes acceptance of all such changes. The printed or electronic version of these Terms and Conditions, the Acceptable Use Policy, and of any notice given in electronic form shall be admissible in judicial or administrative hearings based upon or relating to these documents to the same extent, and subject to the same conditions, as other business documents and records originally generated and maintained in printed form.
15. Assignment. 3 Rivers may assign in whole or in part its rights or duties under this Agreement without prior notice to Customer and upon such assignment, 3 Rivers shall be released from all liability hereunder. Customer may assign this Agreement only with 3 Rivers' prior written consent. Subject to this restriction, this Agreement shall inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective parties.
16. Notices. Written notices to Customer shall be considered given on the date deposited in the U.S. Mail addressed to Customer at Customer's last known address as shown on the reverse side. Written notice to 3 Rivers shall be considered given when received at 3 Rivers' address of record. Verbal notices shall be considered given on the date reflected in 3 Rivers' billing system.
17. Severability. Should any part or portion of this Agreement be found invalid, the balance of the provisions shall remain unaffected and in full force and effect, unless 3 Rivers' obligations hereunder are materially impaired.
18. Governing Law. This Agreement, its validity, construction, and performance, shall be governed by applicable federal law, the regulations of the FCC, and the laws of the State of Montana.