



## INTERNET SERVICE TERMS AND CONDITIONS

Welcome to Delcom Inc.'s Internet Service. Please read the following terms and conditions on which we agree to provide and you agree to accept limit of one (1) simultaneous Digital Subscriber Line (DSL) service or Dialup Internet Access (The Services) from Delcom. By using the service, you become an authorized user of the Service and you agree to be bound by this Agreement, including future revisions. In this document, we use the words "we," "us," "our," or "Delcom" to represent Delcom and its subsidiaries, parent company, affiliates, and "you," "your," or "Customer" to represent you, the customer of Delcom. You also hereby agree to use the Service in compliance with the current Delcom Acceptable Internet Use Policy. The most recent versions of all Delcom Inc. agreements and policies can be found at [www.delltelephone.com](http://www.delltelephone.com).

**Timely Payment: Payment Terms.** All services provided by Delcom will be billed on your Dell Telephone Statement. Internet Service is billed one month in advance. The first month of partial service is billed on a pro-rated basis, and is included with the first bill. Both the pro-rated amount and the first full month of Service are included on the first bill the customer receives. Any payments to your account prior to the billing statement will appear as a credit. Customer agrees to pay all charges within 15 days of the invoice date as stated on invoice. Customer acknowledges that partial payment of any invoice for combined services provided by Delcom, its parent company, affiliates or third parties' services billed by Dell Telephone be applied in the following order: Telephone Services, Long Distance charges, and Internet/DSL charges.

Any applicable federal, state and local use, excise, sales or privilege taxes or similar liabilities chargeable to or against Delcom as a result of the provision of Delcom's services hereunder to customer shall be charged to and payable by customer.

Delcom reserves the right to impose a charge of \$25.00 or the maximum allowed by law, whichever is greater, for any check or other negotiable instrument tendered by you and returned unpaid by a financial institution for any reason. Returned checks that remain unpaid after notice and a reasonable period for response may be submitted to the authorities for action, which may include prosecution. You agree to pay any charges, including attorneys' fees, incurred by Delcom associated with the collection of late payments or unpaid invoices. Delcom may demand payment by money order, cashier's check or similarly secure form of payment, at Delcom's discretion.

### **Suspension and Disconnection.**

Any account not paid in full within 15 days of the invoice date, is subject to suspension. Service will not be reconnected until all past due amounts including a Reconnect Fee of \$50.00 are paid in full.

### **Deposits.**

In the case of frequently occurring Suspension or Reconnect Fees, Delcom may require a suitable deposit to be held by Delcom to secure the payment of all sums due hereunder as well as the performance of all other obligations you may have with Delcom whether now existing or hereafter arising. Delcom may apply deposit toward account or any other amount owed Delcom at any time. Delcom agrees to return deposit after 12 consecutive timely payments have been made. Timely payments are outlined above.

### **Credit Information.**

Customer consents to disclosure of account information to or from credit reporting agencies, credit bureaus, private credit reporting associations, or to or from other providers of telecommunications services.

### **Service Commitment and Liquidation of Damages for Failure to Return Customer Premise Equipment (CPE).**

You have contracted with Delcom to receive service either on a month-to-month basis or for the term specified herein. If the contract is for a specific term (your "Commitment"), the term of the Commitment begins with the first day your service is activated. At the end of the Commitment, the term of the Agreement shall be deemed automatically converted to a month-to-month basis at the then-prevailing month-to-month rate and otherwise on the terms and conditions contained therein, and shall thereafter continue until terminated by either party. If you have agreed to receive service on a month-to-month basis, Delcom reserves the right to increase any rates upon thirty (30) days' written notice to you.

If you have contracted for a service commitment of ONE YEAR, you have received certain benefits from Delcom in exchange for such service commitment. Customer understands and agrees that the damages Delcom will suffer arising out of any breach of your service commitment will be difficult, if not impossible, to determine. THEREFORE, IF YOU TERMINATE YOUR SERVICE BEFORE EXPIRATION OF THE TERM OF YOUR COMMITMENT, YOU HEREBY AGREE TO PAY A PRORATED CHARGE OF THE \$250 INSTALLATION CHARGE FOR LIQUIDATED DAMAGES, AND NOT AS A PENALTY, TO COMPENSATE DELCOM FOR ITS COSTS OF ACTIVATION OF YOUR SERVICE, INSTALLATION, AND/OR OTHER SERVICES WHICH WERE PROVIDED BY DELCOM TO YOU AT NO CHARGE OR AT A REDUCED CHARGE IN EXCHANGE FOR ANY IN RELIANCE UPON YOUR AGREEMENT TO THE COMMITMENT.

### **Access to Property; Ownership and Control of CPE and Facilities; Use of Service.**

CPE provided by Delcom remains the property of Delcom, its agents or assignees. Customer agrees to return CPE in working condition or for the replacement of CPE damaged due to customer negligence or misuse. Delcom employees and agents shall be allowed reasonable access to premises to install, inspect, maintain or disconnect services or CPE. You may not re-assign your service contract. You agree to notify the Delcom of any change of occupancy.

Any unauthorized attachments to Delcom's CPE, or tampering with Delcom's CPE, or unauthorized use of Delcom's service may be in violation of local, state and/or Federal laws and be subject to penalties.

### **Termination of Service.**

If the contract period is for month-to-month service, service may be terminated by notifying Delcom in writing. Such notification shall be effective on the date that service is terminated by the Delcom, usually no more than 3 days after receipt of the notification. The final bill will be prorated to reflect a partial month's service.

Upon termination of service, CPE provided by Delcom shall be returned to Delcom. In the event that CPE has not been returned within 10 days of service termination, a charge of \$100.00 per CPE shall be assessed.

Upon written notice, Delcom may terminate service in the event of insolvency, receivership, voluntary or involuntary bankruptcy, assignment for the benefit of creditors, sale of assets, or the use of services furnished by Delcom for any unlawful purpose. Service may be refused or discontinued without notice and without liability to Delcom in the event that (1) the service is used in such a manner that will adversely affect Delcom's service to others or is otherwise in violation of any rule or regulation; (2) any court of competent jurisdiction or any federal or state regulatory authority of competent jurisdiction prohibits Delcom from furnishing service; (3) the credit information provided Delcom is inaccurate; (4) Delcom becomes aware of facts indicating that customers credit standing has deteriorated and refusal or unwillingness to provide a deposit or increased deposit at the request of DELCOM; or (5) there exists any evidence of fraudulent use of the service.

**Limitations and Conditions of Liability.**

Except as provided above, customer hereby agrees that Delcom shall not be liable for, and shall be held harmless. Service may be temporarily interrupted, delayed or otherwise limited due to (1) transmission limitations caused by atmospheric and other conditions or (2) CPE modifications, upgrades, relocations, failures, repairs and/or similar activities. Delcom assumes no duty to provide uninterrupted service. Delcom shall have no liability and no credits shall be given for interruptions, delays or failures in transmission arising out of any of the above referenced conditions, nor shall Delcom have any liability or responsibility to grant credits for interruptions, delays or failure in transmission arising out of (1) negligent or willful act; (2) the failure of equipment or service not provided through DELCOM or (3) acts of God, fire, riots, acts of Government authorities or other causes beyond the control of DELCOM.

Neither Delcom nor its parent, affiliates, successors or assigns or any other third party provider or any other person or entity involved in providing the Service nor it or their respective officers, directors, members, agents, or employees (the "Delcom Group") shall ever be liable for any other direct, indirect, special, consequential, actual, multiple or exemplary damages or losses of any nature related to or arising out of this contract or the Service to be provided, including, without limitation, loss of profits or revenue, loss of use, or the cost of replacement service and regardless of whether such damages are incurred because of breach of contract, breach of warranty, tort (including negligence), statutory or otherwise. Additionally, no member of the Delcom Group shall ever be liable in any event or circumstance for damages related to or arising out of the sale of the Service in excess of the amounts paid by you to Delcom for such Service.

**TECHNICAL SUPPORT POLICY**

Technical Support is available by calling 611 or 800-245-2991 during normal business hours Monday through Friday from 8:00 AM to 4:30 PM at no additional cost. To report service interruptions after hours, dial 611 from your landline or call 915-964-2500. An After-Hours DSL Technical Support Plan is available for \$5.00 a month in addition to your monthly DSL Service Package. After- Hours DSL Technical Support is available from 6:00 AM to 10:00 PM MST. This service includes best effort support to the DSL modem or the ONT (Optical Network Terminal Device on the outside of your home) only. Any DSL connectivity issues after the modem is the responsibility of you the customer.

**No Warranty.**

DELCOM MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

**Governing Law.**

This Agreement shall be governed by the laws of the State of Texas and is performable in Hudspeth County, Texas.

**General Provisions.**

Delcom reserves the right to enforce these provisions in its sole absolute discretion. Failure to enforce shall not constitute consent nor shall it constitute a waiver of future rights of enforcement by Delcom. Service is not available to persons under the age of 18 unless a parent or legal guardian accepts responsibility and all consequences for such minor's use of the Service. Parents and legal guardians are hereby advised that some materials freely available through the Service may be unsuitable for minors. A responsible adult should appropriately supervise any usage of the Service by minors.