

Hinton CATV Company

Internet Access Service

Terms of Use & User Agreement

Important: By signing up, using, or otherwise accessing the services provided by Hinton CATV Company, hereinafter referred to as “internet access service”, you implicitly agree to be bound by the terms of this agreement. This agreement may affect your rights, so you should read it carefully. Use of our services requires your acceptance of this agreement, and it may be modified at any time without prior notice from us.

1. Installation And Service:

Terms: Hinton CATV Company shall install or arrange installation of products and services as set forth on the Hinton CATV Company Internet Order Form. All installation fees, charges for additional hardware and recurring service fees for the first indicated period on the order form are due and must be paid at the time service installation is complete. Customer shall provide all necessary preparations required to ensure proper installation, maintenance and operation of all the circuit; and will provide Hinton CATV Company (and its representatives and suppliers) all reasonable access to Customer’s premises and telephone equipment to perform any acts pursuant to this agreement. Customer is responsible for Professional Installation fees, and all costs of wiring beyond the point of demarcation (the “demarc”) as outfitted in 1(b), and for relocation of services once installed.

Inside Wiring: The demarc will be determined in the course of installation; any wiring performed beyond this point is considered “inside wiring.” On a line-shared ADSL/VDSL circuit, inside wiring is normally unnecessary. Hinton CATV Company (and its representatives) will do the minimum amount of inside wiring work necessary and feasible to complete a Professional Install if one is ordered. In some cases, Customer will need to procure special permission, insurance, and/or a 3rd party contractor to complete inside wiring; any fees and costs thereof are separate from Hinton CATV Company fees and charges, and Hinton CATV Company will not provide any credit, reimbursement, or discount for them.

Professional Install: Customer will pay a Professional Install Fee, which carries a one-time \$50.00 cost, if a One Year Contract is signed. If the Customer does not sign the One Year Contract, the full Professional Install charge of \$250 will be applied. Hinton CATV Company will exercise reasonable effort to arrange these appointments when convenient for the Customer. Hinton CATV Company reserves the right to charge a Cancellation Fee prorated based on the time left on the One Year Contract signed.

2. Term of Agreement:

This agreement shall have a term of one year, unless a different term is agreed upon in writing or set forth on the Hinton CATV Company DSL Order Form. This term shall commence on the date of installation completion and shall thereafter automatically renew for successive equivalent or monthly terms as applicable, unless terminated as set forth therein or unless written notice of non-renewal by either party is delivered to the other party at least thirty (30) days prior to the end of the then current term.

3. Moving:

If the Customer moves during the term of this agreement and would like to relocate the service, Customer must place a relocation request with Hinton CATV Company as soon as possible. This request must contain the requested date of the service termination, plus the address and phone number of the new location if possible and the prospective move-in date. Upon receiving a written or email relocation request from Customer, Hinton CATV Company will place a “move order” for the location. The Service must be maintained at the old address until the Service has been delivered to the new address. All applicable early-termination fees will be charged. If Hinton CATV

Company and its agents are unable to provide service to Customer's new location, the Agreement shall terminate and the Early Termination fee of \$200 shall be applied, prorated based on the One Year Contract signed.

4. Payment And Billing:

Rates are as set forth on the Hinton CATV Company DSL price list on the date the order is placed. Billing will commence on the date Customer's DSL connection to Hinton CATV Company is activated. Unless otherwise agreed by Hinton CATV Company and Customer in writing. Customer's billing cycle will be determined by the initial payment amount as follows: If the initial payment covers a full year (inclusive of applicable discounts), the billing cycle will equal one year. If the initial payment covers less than one year, the billing cycle will equal one month. Initial charges shall be invoiced in advance, and are due on the activation date. Customer's billing cycle will commence with the date of activation and subsequent payments will be due on that date each billing cycle. Charges more than 30 days overdue will subject Customer to interruption of service. Such interruption does not relieve Customer from the obligation to pay the recurring charge, and no credit will be given for interruptions of service due to late payment. Hinton CATV Company reserves the right to levy services charges, early termination fees, and fees on accounts more than 30 days overdue.

5. Obligations Of Customers:

Customer shall use Hinton CATV Company services only for lawful purposes. Customers shall not transmit, retransmit, or store material in violation of any federal, state, or local law (statutory or common) or regulation, including without limitation, laws or governing libel or slander, obscenity, threats or harassment and infringement or other violation of trademark, copyright, trade secret or proprietary rights. Customer is responsible for obeying all of Hinton CATV Company's Rules of Use, except where superseded by this agreement. Upon notice from Hinton CATV Company, Customer shall promptly eliminate any hazard, interference or service obstruction that hardware or software not provided by Hinton CATV Company is causing, or is likely to cause. Hinton CATV Company will, at its option, troubleshoot problems caused by such hardware or software at Customer's request. Such services are billed at rates in effect when such services are requested.

6. Rights And Obligations Of Hinton CATV Company:

Hinton CATV Company shall install the products and services set forth on the Hinton CATV Company DSL Order Form. Stated bandwidths apply only to the circuit between Customer's Equipment and Hinton CATV Company. Hinton CATV Company warrants that on the date of installation, the products and services shall be in good working order and conform to order specifications. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Hinton CATV Company makes no other warranty, either express or implied, in regard to any or all of the following: (a) information, products or services provided to the Customer as a result of this agreement; (b) the availability, accuracy or content of information, products or materials sent or received via services provided by Hinton CATV Company; (c) service interruptions or network downtime. Services shall be provided on a "best efforts" basis, but if service is completely unavailable for a period exceeding Three Business Days for reasons solely attributable to Hinton CATV Company, Customer shall be credited on a pro-rata basis for each such day, but only if the Customer request such a credit. Applicable credits and refunds shall be limited to recurring monthly or yearly service fees ONLY for periods when service is unavailable; setup fees, hardware cost, and other non-recurring fees are non-refundable. Hinton CATV Company shall not be liable (either in contract or tort), for losses or damages arising from unauthorized access, alteration, theft, or destruction of the Customer's data files, or information, which is caused by accident or any other means, whether or not such access occurs as a result of any act or omission by Hinton CATV Company. Hinton CATV Company shall not be liable for any damages suffered by Customer for any reason, including (but not limited to). Loss of data resulting from delays, non deliveries, wrong deliveries, and any service interruptions whether caused by the acts and omissions of Hinton CATV Company and its employees or of the Customer or any other party. Hinton CATV Company shall have no liability with respect to the content of any information passing through its network.

7. Limitation Of Liability:

In the event that the products or services fail to conform in any manner to this agreement or any specifications of Hinton CATV Company, the Customer's sole remedy and Hinton CATV Company's sole obligation shall be the repair or replacement of the equipment at the customer cost. IN NO EVENT WILL HINTON CATV COMPANY BE LIABLE TO THE CUSTOMER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF HINTON CATV COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HINTON CATV COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE; LOSS OF CUSTOMERS, CLIENTS OR MEMBERS; LOSS OF GOODWILL; OR LOSS OF PROFITS ARISING IN ANY MANNER FROM THIS AGREEMENT AND THE PERFORMANCE OR NON-PERFORMANCE OF ANY OBLIGATIONS UNDER THIS AGREEMENT. Any cause of action arising out of the provision of Hinton CATV Company products or services shall be instituted within one year after the claim has arisen or such cause of action be barred.

8. Termination Of Services:

Hinton CATV Company may terminate this Agreement upon default of Customer's payment or other obligations under this Agreement. If Customer terminates this Agreement before the term is finished, for any reason, Customer shall pay an Early Termination Fee of \$200, prorated based on the One Year Contract signed.

9. Nature of Information:

The Customer has been advised and acknowledges that the internet may contain information, materials, and language that may be deemed adult in nature and inappropriate or offensive. The Customer is further advised that there is no effective way to limit access to certain materials on the internet. The Customer is responsible for all information received, transmitted, and/or stored by the Customer and the Customer releases Hinton CATV Company from and agrees to indemnify Hinton CATV Company against any and all claims, losses or expenses relating to such information, materials, and language. This indemnification shall survive any termination of this agreement.

10. Indemnification:

The Customer shall indemnify and hold Hinton CATV Company harmless from and against any and all lawsuits, claims, damages, liabilities or expenses (including reasonable attorney's fees in connection with the investigation, defense, or settling of any such loss, claim, damage, action or proceeding) related to or arising out of the Customer's use of the products or services provided by Hinton CATV Company. This indemnification provision shall survive any termination of this agreement.

11. Transfer And Assignment:

Neither party, other than for collateral purposes, may sell, assign or transfer this Agreement without written consent of the other party, except that Hinton CATV Company may assign this Agreement. Customer may not resell IP accounts from a Hinton CATV Company provided DSL Service by wireless or any other means without explicit written permission of Hinton CATV Company.

12. Force Majeure:

In the event Hinton CATV Company is prevented or hindered from complying with any of the requirements of this Agreement by reason of war, riots, embargoes, strikes, earthquakes, tornadoes or severe weather of any kind, ice storms, and other Act of God, or by operation of force majeure or any federal or state law or any order, rule or regulation of governmental authority, then, while so prevented, Hinton CATV Company's obligation to comply with such requirement shall be suspended and Hinton CATV Company shall not be liable for failure to comply therewith. Should such occurrences continue for more than thirty (30) days, either Hinton CATV Company or the Customer may terminate this Agreement without further liability to the other.

13. Entire Agreement:

This Agreement sets forth the entire agreement of the parties and may be modified by Hinton CATV Company at any time without prior notice. In the event any provision of this Agreement is determined to be invalid, all other provisions remain in full force and effect.

14. Choice Of Law:

This Agreement shall be construed according to, and be governed by, the laws of the State of Oklahoma, Caddo, Custer, Washita, Canadian and Blaine Counties, Hinton CATV Company. Hinton CATV Company may at its sole option and discretion, decide on a venue of its choosing in any legal action, whether at law or equity, which may arise out of the performance or nonperformance of any article in this agreement.

15. Acceptable Use Policy

Any use of Hinton CATV Company resources that disrupt the normal use of the system or Internet for other people are deemed to be unacceptable. Such unacceptable uses include, but are not limited to, the following:

Using it for illegal purposes.

Using it to transmit threatening, obscene or harassing materials.

Using it to interfere with or to disrupt network users, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising via email or Usenet, propagation of computer viruses or worms, and using the network to make unauthorized entry to any other machine accessible via the network.

Using it to post a single article or advertisement to more than ten (10) Usenet or other newsgroups, forums, email mailing lists or other similar group or lists articles which are off topic according to the charter or other owner-published FAQ or description of the group or list, or to send unsolicited mass emailing (spam).

Using it to transmit any material in violation of any U.S., State, or local regulation which may include but is not limited to copyrighted material, threatening, obscene, libelous, or defamatory material, or material protected by trade secret.

Web sites or other Internet services may not be advertised by you, or by another person, using techniques that would be classified as "abuse" if they were carried out from a Hinton CATV Company account including, but not limited to, bulk emailing and excessive news posting. Such action will be treated under the Hinton CATV Company User Agreement as if it had been done from a Hinton CATV Company account.

USE OF HINTON CATV COMPANY INTERNET SERVICES CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS.

Customer Signature

Date Signed

Customer Name (printed)