

## Internet Terms & Conditions

**Billing:** Invoices are sent out on the 1st of each month. Payments are due back by the 20th of the same month. Example - Mays' bill would come to you in early April and be due by April 20th for May service. If you have any billing questions, please call 712-834-2255.

**Install:** Installation fee is \$99.95 that includes labor, coaxial cable, grounding apparatus, and connectors. The customer is responsible for the expense of any mounting apparatus. The first two months service and installation charges are due at time of installation. Service Calls: Please call our Tech Support at 800-864-6043/834-0202 should you experience any problems. Our customer service representatives will be happy to assist you. If a technician is required to come out, a service charge will apply at a flat rate of \$99.95 plus materials regardless if you lease or own the equipment.

**Service Monitoring:** Evertek is under no obligation to monitor a customer's usage, bandwidth, transmissions and/or content of Service. However, Evertek may monitor the usage, bandwidth, transmissions and content of Service periodically to (i) comply with any necessary laws, regulations or other governmental requests or (ii) operate Service properly or to protect itself, its network and its customers and subscribers. Evertek reserves the right to modify, reject or eliminate any information residing on or transmitted to its server that it, in its sole discretion, believes is unacceptable or in violation of this AUP or any other terms and provisions applicable to Service.

**Protection Plan:** The plan allows customers to pay a low monthly fee to avoid costly service calls. For more details please call our office at 712-834-2255.

**Terms & Conditions:** Evertek makes no express or implied warranty of any kind. There is no express or implied warranty of merchantability or fitness for a particular purpose for the services to be provided by Evertek. Prices are subject to change. Any act by the customer deemed harmful by Evertek will result in Evertek's decision to cancel or discontinue that Customer's service.

**These services are provided by Evertek, 216 North Main St., Everly, IA 51338.**

1. Each Evertek account has a password that is the key to gain access to the account. The customer who registered the account is solely responsible for all actions taken with regard to the account. It is the account owner's responsibility to safeguard the account password and to ensure that Evertek Internet Terms and Conditions are honored. Evertek will hold the account owner responsible for any violations of the terms and conditions.
2. Sites directly attached to the Evertek Internet backbone are expected to adhere to the Evertek Internet Terms and Conditions. The individual who signed the contract is responsible for educating site users on the terms and conditions. Violations of the Terms and Conditions by directly attached sites will be referred to the contract signer for resolution. The contract signer will be held responsible for any violations of the terms and conditions.
3. Evertek Internet enforces these policies with respect to the Evertek Internet Customer only. We are not responsible for abusive actions which originate from other sites or networks on the Internet.
4. Customers are prohibited from transmitting on or through any of Evertek's services, any material that is, in Evertek Internet's sole discretion, unlawful, obscene, threatening, abusive, libelous, hateful, or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law.
5. Evertek Internet services may only be used for lawful purposes. Transmission, distribution, or

- storage of any information, data or material in violation of United States or state regulation or law, or by the common law, is prohibited. This includes, but is not limited to, material from its servers.
6. New customers signing up for Evertek Internet must be 18 years or older in order to start an account.
  7. The customer is responsible for keeping his billing data with Evertek Internet up-to-date and accurate. Furnishing false data on the signup form or contract, including fraudulent use of credit card numbers, is grounds for immediate termination, and may subject the offender to civil or criminal liability.
  8. All charges will be billed at the beginning of each month with a due date of the 20th of that month. If for any reason your account balance becomes overdue, your service may be discontinued. An additional reconnect fee as well as full payment on your account will be required to re-establish service. If your Evertek account is discontinued for any reason, Evertek assumes no responsibility for recovery of your data from the Evertek computer system.
  9. Evertek makes no express or implied warranty of any kind. There is no express or implied warranty of merchantability or fitness for a particular purpose for the services to be provided by Evertek. Evertek makes no attempt to verify accurate receipt of any message and is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries or service interruptions, including those caused by the negligence, errors, or omissions of Evertek, nor for consequential damages regardless of their cause.
  10. Customers may not attempt to circumvent user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for the customer, logging into a server or account the customer is not expressly authorized to access, or probing the security of other networks.
  11. Customer may not attempt to interfere with service to any user, host, or network. This includes, but is not limited to, deliberate attempts to overload a service and attempts to crash a host.
  12. Customers may not use any kind of program, script, command, or send messages of any kind, designed to interfere with a user's terminal session, via any means, locally or by the Internet.
  13. Users who violate systems or network security may incur criminal or civil liability. Evertek Internet will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations.
  14. Harassment, whether through language, frequency, or size of message, is prohibited.
  15. Customers may not send email to any person who does not wish to receive it. If a recipient asks to stop receiving email, the customer must not send that person any further email.
  16. Customers are explicitly prohibited from sending unsolicited bulk mail messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to those who have explicitly requested it.
  17. Customers may not forward or otherwise propagate chain letters, whether or not the recipient wishes to receive such mailings.
  18. Malicious email, including but not limited to flooding a user or site with very large or numerous pieces of email is prohibited.
  19. Forging of header information is not permitted.
  20. Distribution of restricted software or materials in violation of copyrights or distribution licenses is prohibited.
  21. Distribution of materials, which violate and local, state, or federal statutes is prohibited.
  22. Customer agrees to comply with the terms governing use of the Evertek network, as set forth in Evertek "Terms and Conditions", as they may change from time to time. Any changes to the terms governing use of the Evertek Network will be posted as warranted on the Evertek computer system.
  23. This agreement shall be governed by and construed in accordance with the laws of the state of Iowa.
  24. Either party may terminate this agreement at any given time by giving written notice. Such notice is

effective when given. Customer is obligated to pay for service through the termination date, as detailed on the final invoice.

25. By accessing and using the Evertex computer system, user is consenting to system monitoring for law enforcement and other purposes. Unauthorized use of, or access to, this computer system may subject users to criminal prosecution and penalties. User agrees to indemnify Evertex against liability for any and all use of user's account.
26. The customer cannot resell, distribute or share Evertex Internet service in any form. To do so will result in termination and prosecution. The customer will be required to forfeit any earnings plus interest.

Evertex Internet reserves the right to restrict or terminate service without refund in the event of a terms and conditions violation. Evertex Internet also reserves the right to take action on abuse which is not specifically named in this terms and conditions at the sole discretion of Evertex Internet. Use of Evertex Internet's systems and network constitutes understanding and agreement of this policy. Customers are responsible for the antenna support structure as well as the coax cable, connectors and splitters.

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Print Name

\_\_\_\_\_

Sign name

\_\_\_\_\_

Date

Evertex Account Number \_\_\_\_\_