

PARTNER COMMUNICATIONS COOPERATIVE

TERMS AND CONDITIONS FOR HIGH SPEED INTERNET SERVICE

1. Agreement. Your agreement (the "**Agreement**") with PARTNER COMMUNICATIONS COOPERATIVE (together with any subsidiaries or affiliates providing your service, "**PARTNER**") for high speed internet service consists of and is governed by these Terms and Conditions of Service, the Service Agreement, the Service Application, the Acceptable Use Policy and your selected Service Package. Your "Service Package" includes the rates, pricing and features associated with your selected service. By signing the Service Agreement, you affirmatively request service and agree to comply with all of the applicable terms, conditions and provisions contained in the Agreement (as defined herein), including these Terms and Conditions of Service. In the event of default, you agree to pay PARTNER its reasonable damages, costs and expenses, including attorneys' fees and collection agency fees, incurred in enforcing its rights under the Agreement.

2. Service Term. Your Agreement remains in effect for any **Minimum Term** as provided in the Service Agreement. In the absence of any Minimum Term or after any Minimum Term has expired, you will receive service on a month-to-month basis until service is terminated by you or canceled by PARTNER in accordance with your Agreement. If you receive a promotion or discount in connection with your service and/or equipment, such as free service or equipment, reduced pricing, rebates or other incentives, the agreed Minimum Term is associated with the benefit you receive. Your Minimum Term begins the date you activate the service associated with your selected Service Package. **If service is disconnected or canceled prior to the end of the applicable Minimum Term, you agree to pay PARTNER a recovery fee for the promotion and/or discount you received as set forth in the Service Agreement.** Recovery fees are cumulative and in addition to any other charges or fees you may owe PARTNER and any fees or charges that PARTNER may charge upon disconnection in accordance with your Agreement.

3. Scope of Service. Service is PARTNER's furnishing of facilities for your use in establishing and maintaining a high-speed connection between your personal or laptop computer and the Internet. Changes to location, quantity, type or grade of service may be made at your request or by PARTNER if necessary to protect the security or technical integrity of PARTNER's network or the network of any underlying service provider. Service may be suspended from time to time for routine maintenance or rearrangement of facilities. PARTNER makes no attempt to verify accurate receipt of any messages and is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, service interruptions, etc. PARTNER may provide one or more toll-free numbers or local access telephone numbers and is not liable for any long distance charges you may incur. Service may be used only by you, members of your household, guests and employees. Service may not be extended beyond your premises.

4. Monthly Charges. You agree to pay for all services provided, including charges for installation and equipment, and all applicable local, state or federal fees and taxes. All charges will be billed monthly. Payment is due upon your receipt of the monthly invoice. If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can. A customer account is in default if payment is not received by the due date stated on the invoice. If payment by check is returned unpaid, the customer account is immediately in default and subject to a returned check charge in the maximum amount permitted by law. Accounts unpaid ten (10) days after the due date may have service disconnected. An additional installation charge and/or a minimum service term may be required to restore service. For more details, refer to your monthly bill or contact a customer service representative.

5. NO WARRANTY OF SERVICE. PARTNER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, PARTNER DOES NOT WARRANT THAT SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER PARTNER NOR ITS EMPLOYEES OR AGENTS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD. STATEMENTS AND DESCRIPTIONS CONCERNING SERVICE, IF ANY, BY PARTNER'S EMPLOYEES, AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AND MAY NOT BE RELIED UPON AS A WARRANTY OF ANY KIND.

6. Use of Service. By activating and using service, you agree to use service only for authorized and lawful purposes and in accordance with this Agreement and the Acceptable Use Policy. Any unauthorized or unacceptable use of service may result in disconnection of service. In addition, PARTNER has the right to terminate or suspend all or any service as otherwise set forth in this Agreement and the Acceptable Use Policy.

7. Service Accounts. Service accounts are assigned to customers only, and the customer signing the Service Agreement shall be treated as the account owner for all purposes. You may not assign or transfer your rights or obligations under this Agreement without the express written consent of PARTNER. Unless consent is granted, all accounts must be closed and reopened under the name of a new customer for issuance of a new account number. You are responsible for keeping all billing data with PARTNER up-to-date and accurate. Furnishing false data to PARTNER is grounds for immediate disconnection of service and may subject you to civil or criminal liability.

8. Customer Equipment. Service requires certain minimum system requirements for your personal or laptop computer and operating system. You are solely responsible for providing a computer, operating system and all ancillary customer premises equipment necessary to access service (collectively, "CPE"). PARTNER makes no representations, warranties or assurances regarding the capability or suitability of any CPE hardware, software or other equipment independently purchased or otherwise owned by you. PARTNER makes no representations, warranties or assurances that CPE hardware, software or other equipment independently purchased or otherwise owned by you will be compatible with service or will not be damaged. PARTNER shall not be liable for any loss or damage to CPE not caused solely by the gross negligence or willful misconduct of PARTNER.

9. PARTNER Equipment. If approved by PARTNER, subject to availability you may lease certain equipment, at retail rates set by PARTNER and otherwise under the terms and conditions of the Agreement. You agree to pay all equipment rental and installation charges in accordance with applicable invoices.

10. Equipment Warranty. If any leased equipment is defective when installed or provided, PARTNER will either repair or replace the defective equipment. Replacement of defective equipment constitutes PARTNER's entire liability to you and your sole remedy under this Agreement as to leased equipment, whether such claim or remedy is sought in contract or tort (including negligence, strict liability or otherwise). THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN THE PLACE OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR IMPLIED, IN FACT OR IN LAW. PARTNER DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Installation and Maintenance. You agree to indemnify and hold PARTNER and its employees and agents harmless from all claims, demands and causes of action of every nature or kind, caused by, arising from or developing out of or as a result of any act or failure to act by PARTNER in connection with the installation, connection, maintenance, operation, failure and removal of any leased equipment or any CPE, except as caused solely by the gross negligence or willful misconduct of PARTNER. You expressly assume all risks associated with installation, connection, maintenance, operation, failure and removal of leased equipment and CPE.

12. Safekeeping of Equipment. You are responsible for the safekeeping of all leased equipment or CPE placed in or on your premises. Without limiting the preceding, you are responsible for protecting leased equipment by connection to a UL-certified surge protector/suppressor. In the event that leased equipment is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in your possession, you shall be liable for the cost of repair or replacement of the equipment.

13. Service and Repairs. PARTNER undertakes reasonable efforts to maintain its network and respond to service calls in a timely manner. PARTNER will repair damage to leased equipment or interruption of service due to reasonable wear and tear or technical malfunction. PARTNER assumes no liability for damage to leased equipment caused by acts of nature, fires, earthquakes, floods, strikes or other labor disputes, unusually severe weather, acts of any governmental body or any other causes or circumstances beyond PARTNER's reasonable control. PARTNER assumes no responsibility for the operation, maintenance, or repair of any CPE, including but not limited to personal computers, laptops, etc. Physical damage to leased equipment caused by your intentional or negligent misuse or failure to connect such equipment to a UL-certified surge protector/suppressor is your sole responsibility, and you shall pay PARTNER its then current rate for the cost of repair or replacement.

14. Return of Equipment. If you cancel service or if service is terminated by PARTNER, then you must return any leased equipment to PARTNER during regular business hours, Monday through Friday (except holidays), within ten (10) days of the cancellation or termination of service. All leased equipment must be returned to PARTNER's business office or an alternative location designated by PARTNER at the time of termination or cancellation. The leased equipment shall be returned to PARTNER in the same condition that you received it, except for normal wear and tear. **Do not return equipment by mail or delivery service.** If you are unable to travel to PARTNER's business office or other designated location to return the leased equipment, you may request pick-up. Provision of pick-up service is solely at PARTNER's option and PARTNER's refusal or failure to provide pick-up service will not excuse your obligation to return leased equipment. If PARTNER agrees to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which you will be informed of when you request pick-up service and which will be payable at time of pick-up.

15. Failure to Return Equipment. If after ten (10) days from cancellation or termination of service, all leased equipment has not been returned to PARTNER, then you will be assessed a late charge of five dollars (\$5.00) per day. If after twenty (20) days from cancellation or termination of service, all leased equipment has not been returned to PARTNER, you may be charged for the full cost of the unreturned equipment. If PARTNER is required to initiate legal action to recover the replacement cost of leased equipment or, at its option, to recover the leased equipment itself, then you will be liable for collection costs and/or for any reasonable attorneys' fees, expenses and court costs incurred by PARTNER in bringing legal action.

16. Access to Premises. PARTNER may enter into, upon and over your premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and remove its outlets and equipment. To the extent the same is consistent with your ownership of the premises, you grant PARTNER a temporary and permanent easement to construct, install, maintain, and/or replace transmission facilities and to install, connect, inspect, maintain, repair, alter, disconnect and remove all other equipment necessary or convenient in connection with the provision of high-speed Internet service. In the event you are not the owner of the premises upon which service installation is requested, you warrant to PARTNER that you have obtained the consent of the owner of the premises for PARTNER to make installation and maintenance contemplated by this Agreement. If you are not the owner of such premises, you agree to indemnify and hold PARTNER harmless from and against any claims of the owner arising out of the performance of this Agreement.

17. Information and Security. Access to and use of any information or data obtained by you via use of service is at your own risk, and PARTNER is not responsible for the accuracy, reliability or security of such information. PARTNER is not responsible for providing any type of anti-virus, firewall or filtering software. Set-up, maintenance and use of such programs is solely your responsibility. PARTNER makes no representations, warranties or assurances regarding the security of any system or network or the protection or privacy of e-mail or other information transferred or communicated through the Internet or any other system or network. PARTNER shall not be liable for any breach of security. You agree to indemnify and hold PARTNER and its employees and agents harmless from any and all claims, demands and causes of action of every nature or kind, caused by, arising from or developing out of or as a result of your use of the Internet.

18. Limitation of Liability. PARTNER shall not be liable for any delay or failure to provide service at any time or from time to time, or any interruption or degradation of service quality that is caused by any of the following:

- an act or omission of an underlying carrier, service provider, vendor or other third party;
- equipment, network or facility failure;
- equipment, network or facility upgrade or modification;
- force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- equipment, network or facility shortage;
- equipment or facility relocation;
- service, equipment, network or facility failure caused by the loss of power;
- any act or omission by you or any person using the service; or
- any other cause that is beyond PARTNER's control, including, without limitation, a failure of or defect in any hardware, software or equipment, the failure of an incoming or outgoing communication, or the inability of communications to be connected, forwarded or completed.

In any event, PARTNER's aggregate liability under this Agreement shall not exceed the service charges with respect to the affected service for the applicable time period.

19. DISCLAIMER OF LIABILITY FOR CERTAIN DAMAGES. IN NO EVENT SHALL PARTNER, ITS EMPLOYEES, AFFILIATES OR AGENTS HAVE ANY LIABILITY FOR: (1) ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM PARTNER'S PROVISION OR FAILURE TO PROVIDE ANY EQUIPMENT OR SERVICES TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICE, LABOR, MATERIALS, WORK OR EQUIPMENT FURNISHED TO YOU BY PARTNER OR ANY OTHER PARTY, (2) ANY CLAIMS OR DAMAGES ARISING FROM INFORMATION OR CONTENT WHICH YOU RECEIVE BY USING THE EQUIPMENT OR SERVICE, OR (3) ANY DELAY OR FAILURE BY PARTNER TO PERFORM ITS OBLIGATIONS, IF SUCH DELAY OR FAILURE ARISES IN CONNECTION WITH ANY ACTS OF NATURE, FIRES, EARTHQUAKES, FLOODS, STRIKES OR OTHER LABOR DISPUTES, UNUSUALLY SEVERE WEATHER, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND PARTNER'S REASONABLE CONTROL. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT PARTNER WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

20. Termination of Service. You may terminate service at any time by notifying PARTNER or a representative thereof, and directly surrendering leased equipment to PARTNER in accordance with your Agreement. **If service is disconnected or canceled prior to the end of the applicable Minimum Term, you agree to pay PARTNER a recovery fee for the promotion and/or discount you received as set forth in the Service Agreement.** In addition to any applicable recovery fee, account holders are liable for all services rendered by PARTNER prior to your notice of intent to terminate service until the time that all leased equipment is returned. Information regarding an intended moving or disconnection date must be communicated to PARTNER business office during normal business hours.

21. Disconnection or Discontinuance of Service. PARTNER reserves the right to suspend or discontinue service generally, or to disconnect your service, at any time in its sole and absolute discretion. If PARTNER discontinues service generally, or disconnects your service without cause, you will only be responsible for charges (if any) accrued and unpaid through the date of disconnection, including a pro-rated portion of the final month's charges. If your service is disconnected on account of your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current service term, including, without limitation, unbilled charges plus the applicable recovery fee, all of which will immediately become due and payable.

22. Customer Privacy. We collect personally identifiable information as needed to provide our high speed Internet service or other services to subscribers or to detect unauthorized reception of service. The use and disclosure of this personal data is governed by our federal law, our privacy policy and, to the extent not inconsistent with our privacy policy, by your Agreement. A copy of our privacy policy is available on our website at <http://www.pcctel.net>. We will also send you a copy of our privacy policy if you send your written request to the address of our business office as shown on your invoice.

23. Credit Matters. As disclosed in and authorized by the Service Agreement, PARTNER may conduct an investigation into your credit-worthiness, including obtaining one or more reports or ratings from an independent credit reporting or credit scoring agency. In addition, PARTNER may pursue collection for delinquent or unpaid amounts on your account and may report account delinquencies to credit reporting or credit scoring agencies.

24. Survival. The provisions of your Agreement that by their sense and context are intended to survive the discontinuance or disconnection of your service shall survive such discontinuance or disconnection.

25. No Third Party Beneficiaries. No provision of your Agreement provides any person or entity not a party to the Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

26. Governing Law. Your Agreement and the relationship between you and PARTNER shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law.

27. No Waiver of Rights. PARTNER's failure to exercise or enforce any right under or provision of your Agreement shall not constitute a waiver of such right or provision.

28. Entire Agreement. Your Agreement constitutes the entire agreement between you and PARTNER and governs the use of service by you, members of your household, guests and employees. Your Agreement, including these Terms and Conditions of Service, the Service Agreement, the Service Application, the Acceptable Use Policy and your selected Service Package, supersedes any prior agreements between you and PARTNER and any and all prior or contemporaneous statements, understandings, writings, commitments or representations concerning its subject matter. Any conflict among or between the terms and conditions included in the documents making up this Agreement will be resolved in accordance with the following order of precedence (from highest to lowest priority):

- (a) the Service Agreement;
- (b) the Terms and Conditions of Service and Acceptable Use Policy;
- (c) the Service Application; and
- (d) the selected Service Package

29. Change in Terms and Conditions. PARTNER reserves the right to change these Terms and Conditions. If we make any such changes, we will provide you notice of changes consistent with applicable law. The notice may be provided on your monthly bill, as a bill insert, in a newspaper, by e-mail, on our website at <http://www.pcctel.net>, or by other permitted communication. If you elect not to cancel your service after receiving notice of such changes, your continued receipt of service from us will constitute acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel your service as provided herein.

30. Severability. If any part or provision of the Agreement is legally declared invalid or unenforceable, that part or provision will be construed consistent with applicable law as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of the Agreement.

IMPORTANT: BY SIGNING THE SERVICE AGREEMENT AND/OR ACTIVATING OR USING SERVICE, YOU AGREE TO COMPLY WITH ALL OF THE APPLICABLE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE SERVICE APPLICATION, SERVICE AGREEMENT AND ANY APPLICABLE SERVICE TARIFFS, THESE TERMS AND CONDITIONS OF SERVICE, THE ACCEPTABLE USE POLICY AND YOUR SELECTED SERVICE PLAN OR SERVICE PACKAGE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OF SERVICE, PLEASE NOTIFY US PRIOR TO INSTALLATION AND WE WILL CANCEL YOUR SERVICE.