

Central Texas Communications, Inc.

Internet Service Agreement

1. Customer agrees and understands that the only warranty or guarantee made concerning the fitness, quality, design, condition, capacity, suitability, reliability, or performance of any hardware or software sold or provided to Customer by Central Texas Communications (CTC) is made by the manufacturer of said product. CTC shall not be liable in any event for loss of use, toll or long distance telephone charges, profit, revenue, consequential damage, or any claim for damage resulting from the use of purchased hardware, use of the Internet and software, or interruption of such service for any cause. The Internet is not a private network and therefore not secure. Due to the open nature of the Internet, CTC cannot warrant against inappropriate access to your computer or network by third parties and cannot guarantee confidentiality, privacy, or security. The liability of CTC for any cause shall never exceed the actual amount paid CTC by the Customer.
2. Customer agrees and understands that CTC and Agents have no control of information and services provided through the Internet and the Customer hereby expressly releases, holds harmless and agrees to indemnify CTC and Agents from any and every claim which might be made by any person by virtue of Customer's access to and use of the Internet. CTC will not be held liable for any information or service acquired from the Internet that the Customer deems inaccurate or inappropriate.
3. Customer agrees and understands that the Internet is unrestricted and uncensored, and that certain material may be distasteful, and/or unsuitable for children. Customer agrees and understands that CTC has no control over other Internet sites and that it is the Customer's sole responsibility to prevent viewing of inappropriate material by children.
4. By executing this agreement and/or using the system, the Customer expressly agrees to abide by all system rules as published from time to time by CTC. Customer hereby acknowledges receipt of a current copy of the system rules in effect at the time of activation. System rules may be modified at any time by CTC, with such changes to be published on the CTC Home Page. Customer agrees to accept CTC's interpretation of all system rules.
5. CTC agrees to use its best reasonable efforts to keep all electronic mail (email) messages private and confidential, and agrees that the Customer is the sole owner of any email messages posted by Customer to the system. In the event CTC reasonably believes Customer is violating system rules, CTC may review Customer's email. If it is determined that a violation has occurred, CTC may exercise the remedies provided in Section 6 of this agreement. Customer acknowledges and agrees that the recipients of email are under no obligation to keep it confidential, and that in the event governmental authorities investigate or seize the system, Customer email may be reviewed.
6. If CTC has reason to believe Customer is in violation of any system rules, or is conducting any activities we believe harmful to CTC, the system, or other users, Customer expressly agrees that CTC may exercise any or all of the following remedies:
 - a. CTC may immediately terminate Customer's access to the system, and shall have no obligation to return e-mail or other files stored on the system.
 - b. CTC may report the matter to the proper authorities and fully cooperate with any official investigation.
 - c. CTC may exercise any other right, remedy, or action which is appropriate in view of the nature of the violation of system rules or other harmful activity.
7. Customer agrees to pay for all services used in a timely manner, in accordance with CTC's billing policies. Customer agrees and understands that base service is billed one month in advance, and that any overages are billed on month arrears.
8. Customer recognizes and acknowledges that any software provided by CTC for access to the system is copyrighted material, and that Customer may not sell, give, transfer, or copy said software without the express written permission of the copyright holder and CTC.
9. Customer acknowledges and agrees that any passwords issued by CTC for system access are for the sole use of Customer, and that Customer may not allow others to use his/her password to access the system. Violation of this article shall be cause for immediate termination of service.
10. Customer may not resell any services purchased from CTC without the express written consent of CTC.
11. Customer agrees to all terms and conditions in the CTC Internet Service Agreement. Acceptance of these terms and conditions is indicated by the Customer's initial application for service, the first use, and continued use of the service.
12. Customer hereby agrees and consents to the obtaining by CTC of any and all personal credit and/or financial information and does hereby agree and consent to CTC's use thereof for the purposes of waiving any security deposit or determining whether or not service to Customer should be initiated or continued. Customer agrees to indemnify, hold harmless, and release CTC from any claim made as a result of the use and/or obtaining of such information. CTC reserves the right to charge a security deposit.
13. Customer agrees he/she has read and agrees to all the terms and conditions shown on both the front and reverse side of this application for service.
14. Acceptance of this application is at CTC's sole discretion and shall be evidenced by its duly authorized signature in the space provide here on.
15. All CTC policies and rules as posted on our website at www.centex.net as they may be amended from time to time are incorporated into this agreement and expressly made a part hereof as if fully set forth herein.
16. At the sole discretion of CTC, service may be commenced prior to or subsequent to the obtaining and verifying of credit and financial information as authorized herein. CTC reserves the right to demand a deposit and/or terminate service if, in the sole discretion of CTC, Customer's credit or financial information proves unsatisfactory during the term of this agreement.
17. Customer certifies and warrants that the information given in this application is true and correct.
18. Prices charged for services under this agreement are subject to change without notice.
19. No right or remedy herein conferred upon or reserved to CTC is exclusive of any other right or remedy herein or by law or equity provided or permitted, by each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or equity, and may be enforced concurrently or from time to time.
20. Customer hereby waives, and agrees not to assert any and all existing or future claims, defenses, and offsets against any payment due hereunder. Customer agrees to pay all charges due hereunder, regardless of any claim, defense, or offset which may be exerted by Customer or on Customer's behalf.
21. A delegation of any obligation hereunder by Customer shall not release Customer of said obligation.
22. No term or condition of this agreement may be waived or modified except by the written consent of CTC. Forbearance or indulgence by CTC in any regard whatsoever shall not constitute waiver of any term or condition, nor shall it constitute a waiver as to any future default or defaults, whether of like or different character.
23. Service of all notices under this agreement shall be deemed sufficient if given personally or mailed to the party involved at its respective address set forth in this agreement, by US mail, or at such address as the notified party may from time to time request in writing. Any notice mailed to such address shall be considered effective a the time of mailing.
24. This agreement shall be construed under and in accordance with the laws of the State of Texas. If any one or more of the provision contained herein shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
25. A service charge may be imposed for all returned checks, not to exceed the maximum allowed by law.
26. CTC assumes no responsibility for interruptions of service caused by Acts of God, force majeure, catastrophe, etc.
27. If service is suspended by CTC for nonpayment or disconnected by Customer request, a \$77.25 charge will be imposed when reactivating service within 6 months of disconnect.
28. Initial activations, renewals, reactivating, and plan changes may only include those rate plans being offered at the time of activation, renewal, reactivating, or plan changes.
29. Customer assumes responsibility for any and all charges associated with the use of his/her account including long distance or toll charges incurred through the use of his/her account.
30. Liable party must be 18 years of age or older.
31. Purchase of web page is exclusive to the entity and it's subsidiaries only.

System Rules:

1. The system may not be used for any activity which may violate any criminal or civil laws. These include, but are not limited to, any activities involving drugs, gambling, prostitution, pornography, spreading computer viruses, cracking computer security systems, infringing on intellectual property, trafficking in credit card numbers, fraudulent marketing schemes, or trafficking in cellular telephone fraud information.
2. The system may not be used to distribute mass unsolicited email containing commercial advertisements or to pose commercial advertisements to inappropriate locations on the Internet.
3. The system may not be used to publish defamatory statements directed to or about other persons or entities on the Internet.
4. Customers must respect the conventions and rules of newsgroups, mailing lists, and other networks, even if those conventions and rules are more restrictive than CTC's.
5. The system may not be used to violate the copyright interests or other intellectual property interests of any person or entity. This includes, but is not limited to, the distribution or sharing of copyrighted software in violation of the copyright holder's rights.
6. Customers, including Home Page Customers, may not post any material to the system which is obscene, vulgar, or blatantly offensive to the prevailing moral standards of the community.
7. CTC reserves the right to terminate a centex.net email account that is deemed to be abandoned. Any CTC email account not accessed within a 3-month time period will be temporarily disabled. If the email account is not accessed within an additional 3-month time period (total of 6 consecutive months), the email account will be permanently deleted and there will be no future guarantee of username availability.