

Brazos Internet Agreement

Brazos Internet may only be used for lawful purposes. Transmission of any material in violation of U. S., or State Regulations is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret.

Brazos Internet exercises no control whatsoever over the content of the information passing through Brazos Internet Service access. By signing this agreement, you acknowledge that federal telecommunications laws govern the Internet and its content, and that you alone are responsible for the documents and services you elect to access via your Brazos Internet account, and you agree to follow all such applicable laws. (Violation of these laws will result in termination of service. A copy of Brazos' DMCA Policy and Acceptable Use Policy may be viewed at <http://www.brazosnet.com/data>.)

Connectivity is provided for your personal/organizational use only as a customer/user of Internet access. Resale to other individuals or organizations is prohibited. Connection of servers from the customer side to your account is prohibited. Evidence of such servers will result in immediate termination of your account, and disconnection charges will apply.

Payment is due within 15 days of the invoice date. Monthly charges are based on the rate plan chosen by you. You are liable for the full amount of your monthly fees for each month you are on the service. Accounts not paid in full by the due date are subject to immediate interruption or disconnection. To re-establish an account, you must first pay the past due amount. In addition, there will be a reconnect fee. Service interruption and termination does not relieve you of the obligation to pay the monthly charge. Refunds are not available.

You shall be liable for all one-time installation charges as part of your first month's invoice and you shall be liable for all access and usage charges on a monthly recurring basis. You are liable for all charges properly billed to your account.

It is a requirement of Brazos Internet that customers of the certificated Brazos Telephone Cooperative service area must maintain an active and current phone line with the Brazos Telephone Cooperative. Should the customer's phone line be disconnected for any reason, the Brazos Internet service will also be terminated.

Email service is a part of the Brazos Internet offering. Brazos Internet is not responsible for delivery, mis-delivery, or non-delivery of any email messages. You understand that if you change Internet Service Providers, you will not be able to take your email address with you to your new provider.

Brazos Internet access may be temporarily unavailable from time to time for maintenance and repair or other reasons beyond the control of Brazos Internet. Brazos Internet is not responsible for the state of the connectivity of the various Internet nodes and servers other than its own. There are no understandings, agreements, or representations expressed or implied which are specified herein, respecting this agreement, or the services hereunder. Brazos Internet expressly disclaims all warranties, including all warranties of merchantability and fitness for a particular use or purpose related to the service and all other matters. This agreement states the entire obligation of Brazos Internet in connection with this transaction. The user expressly waives all damages, whether direct, incidental or consequential, related to the service. This includes, but is not limited to, loss of data resulting from delays, non-deliveries, mis-deliveries, service interruptions or quality of the information caused by your acts or omissions of a third party.

The cost of the DSL modem is \$35.00, which is due at the time of sign-up. There is a 90 day warranty on the modem. After 90 days from DSL account activation, if the modem goes out for any reason, the cost of a DSL replacement modem will be \$60.00.

Brazos Internet customers that are members of the certificated Brazos Telephone Cooperative service area have the option to subscribe to the Brazos DSL Maintenance Plan for \$4.95 per month.* This service is available for customers with DSL modems only. If you do not subscribe to the DSL Maintenance Plan and a service call is requested, there will be a charge of \$60.00 per hour to troubleshoot and/or isolate the DSL trouble. Ask your customer service representative for details on the Brazos DSL Maintenance Plan.

As a customer of Brazos Internet with FTTH (Fiber to the Home) service, I agree to leave all equipment that was installed with the fiber service at the location where it was installed. All fiber equipment remains the property of Brazos Internet.

Brazos reserves the right to change any and all rates upon thirty (30) days notice to you. Brazos reserves the right to terminate a subscriber's service at any time.

*The certificated Brazos Telephone Cooperative service area includes the following 10 original exchanges: Archer City, Bryson, Elbert, Eliasville, Jermyn, Loving, Newcastle, Olney, Orth, and Woodson.

In signing on behalf of an entity, I represent that I am a duly authorized representative to the entity, and I have submitted this application in the capacity indicated as my "Title" below. If I am representing a corporation, I acknowledge that the execution of this Agreement has been authorized, and you may proceed directly against me without the need to proceed first against the corporation.

I agree to abide by the Brazos Internet Service Contract, Terms and Conditions.

Signature:	Printed Name:	Date:
Business Name:	Phone Number:	