

**W. T. SERVICES INC.**  
**Internet and DSL Service Agreement**

**Section 1**

W. T. Services, Inc. (WTS) will provide internet service or DSL service ("Service") to customer ("Customer") on the terms and conditions set forth below. Such Service will be provided over traditional phone line facilities provided by WTS.

1. Customer agrees and understands that the only warranty or guarantee made concerning the fitness, quality, design, condition, capacity, suitability, reliability, or performance of and hardware or software sold or provided to Customer by WTS is made by the manufacturer of such product and set forth in the literature or documentation accompanying the product. WTS shall not be liable in any event for loss of use, 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 liability of WTS for any cause shall never exceed the actual monthly amount paid WTS by the Customer.
2. Customer agrees to indemnify and hold harmless WTS from any claims, demands, suits, and costs or kind of injuries or property damages resulting from Customer's use of the Service: this includes, but not limited to, use of the Equipment or the Service in any manner prohibited under this section.
3. Customer agrees and understands that the internet is an unrestricted and uncensored communication media, and that WTS exercises no control whatsoever over the content of the information over such media. By signing this agreement, you acknowledge that federal telecommunication laws govern the Internet and its content and that you alone are responsible for the document and services, you, and others using v our internet service elect to access via your WTS accounts and you agree to follow all gush applicable laws.
4. By executing this agreement and/or using the system, the Customer expressly agrees to abide by all system rules as set forth in Section If below. System rules may be modified at any time by WTS, with such changes to be published on the WTS's home page. Customer agrees to accept WTS interpretation of all system rules.
5. WTS 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 WTS reasonably believes Customer is violating system rules, terms, or conditions, WTS may review customer's email. If it is determined that a violation has occurred, WTS may exercise the remedies provided in Section I, paragraphs 6-9 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 WTS has reason to believe customer is in violation of any system rules, terms, or conditions, or is conducting any activities believed harmful to WTS, the system, or other users, Customer expressly agrees that WTS may exercise any or all of the following remedies and those in paragraphs 7-9.
7. WTS may report the matter to the proper authorities and fully cooperate with any official investigation.
8. WTS 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.
9. WTS may immediately terminate Customer's access to the system, and shall have no obligation to return email or other files stored on the system.
10. Customer agrees to pay for all services used in a timely manner, in accordance with WTS's billing polices. Customer agrees and understands that base service is billed one month in advance, and that any Overages are billed one month in arrears.
11. Customer recognizes and acknowledges that any software provided by WTS for access to the system is copyrighted material, and that Customers may not sell, give, transfer, or copy said software without the express written permission of the copyright holder and WTS.
12. Customer acknowledges and agrees that any password issued by WTS for system access is for the sole use of Customer, and that customer may not allow others to use his/her password to access the system. Violation of these articles shall be cause for immediate termination of services.
13. Customer may not resell any services purchased from WTS without express written consent of WTS.
14. Customer agrees to all terms and conditions in this application for WTS's Internet service. This WTS application includes these system rules, terms and conditions, as well as any additional account information provided by Customer, and any written service and rates specified by WTS or requested by Customer attached to, or made a part of this application.
15. Customer hereby agrees and consents to the obtainment by WTS of any and all personal credit and/or financial information and does hereby agree and consent to WTS 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 WTS from any claim made as a result of the use and/or obtainment of such information. WTS reserves the right to charge a security deposit.
16. Acceptance of this application is at WTS's sole discretion and shall be evidenced by its duly authorized signature in the space provided herein.
17. Upon acceptance by WTS, this Customer Service Agreement and any exhibits, riders, amendments, or supplements attached hereto shall constitute the entire Agreement between Customer and WTS, and shall supersede any prior or contemporaneous understandings or written or oral agreements between the parties and respecting the subject matter within.

18. At the sole discretion of WTS, service may be commenced prior to or subsequent to the obtaining and verifying of credit and financial information as authorized herein. WTS reserves the right to demand a deposit and/or terminate service ff, in the sole discretion of WTS, Customer's credit or financial information proves unsatisfactory during the term of this agreement.
19. Customer certifies and warrants that the information given in this application is true and correct.
20. Monthly recurring charges will be honored for the length of the specified contract period. However, upon renewal, all prices contained within this agreement are subject to change without notice.
21. No right or remedy herein conferred upon or reserved to WTS is exclusive of any other right or remedy herein or by laws or equity provided or permitted. Each remedy shall be cumulative of every other right or remedy given hereunder or now or hereafter existing as law or equity, and may be enforced concurrently or periodically.
22. 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 entered by Customer, or on Customer's behalf.
23. No term or condition of this agreement may be waived or modified except by the written consent of WTS. Forbearance or indulgence by WTS 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.
24. 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 party may from time to time request in writing. Any notice mailed to such party shall be considered effective at the time of mailing.
25. This agreement shall be construed under and in accordance with the laws of the State of Texas. If any one or more of the provisions 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 provisions has never been contained herein.
26. A service charge may be imposed for all returned checks, not to exceed the maximum allowed by law.
27. WTS assumes no responsibility for interruptions of services cause by Acts of God, force majeure, catastrophe, etc.
28. If service is suspended by WTS for nonpayment or other cause, a \$25.00 charge will be imposed at reactivation.
29. 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.
30. Customer assumes responsibility for any and all charges associated with the use of his/her account.
31. Use of a web page is exclusive to the Customer entity and its subsidiaries only.
32. WTS does not own, operate, or manage the Internet. WTS only provides access to the Word Wide Web. The Internet is not a private network and therefore is not secure. Due to the open nature of the Internet, WTS cannot warranty against inappropriate access to your computer or network by third parties and cannot guarantee confidentiality, privacy, or security. Use of the Internet is solely at the Customer's own risk and subject to all applicable local, state, national and international laws and regulations. WTS shall not be held responsibility or liable for any loss or damage caused by Customer use of the Internet. WTS shall not be held liable for any information acquired from the Internet that the customer deems as inaccurate, obscene, in poor taste, or inappropriate.
33. Although WTS will make every commercially reasonable effort to deliver a high quality Internet access service, unless otherwise specified by WTS in writing, Customer is purchasing a best-effort data service with no performance or reliability warranty either express or implied. WTS reserves the right to manage its network, including but not limited to the following: rate limiting, traffic prioritizing, and protocol altering. Customer expressly acknowledges and accepts that such action on the party of WTS may affect the performance of the service.
34. A delegation of any obligation hereunder by Customer shall not release Customer of said obligation.
35. Liable Customer party must be 18 years of age or older.
36. Customer agrees to pay a termination fee in full in the event termination of service occurs prior to expiration of any contract period which may be specified elsewhere in this agreement.
37. Upon installation of DSL service, it may be necessary for the WTS technician to access the inside of Customer's computer system thereby exposing all electronics components of the computer. System files on Customer's computer may be modified or damaged as a part of such service installation. WTS neither warrants nor covenants that such activity will not disrupt the normal operation of Customer's computer. WTS shall have no liability whatsoever related to any such modification or damages resulting there from. WTS is not responsible for returning the Customer's equipment to any original configurations changed as a result of Customer requested WTS installation service.
38. Software or other content downloaded from the Internet may contain viruses which could damage or destroy Customer's data, information, software, or hardware. It is the Customer's sole responsibility to take appropriate precautions to protect Customer's computer and computer information and applications from damage. WTS shall have no liability whatsoever for any damage to or loss, or destruction of , any software, files, information or data which is the result of any virus, "lock", "key", "cancelbot", "bomb", "worm", "Trojan horse" or other harmful feature received via the Internet or thirty party input source. WTS strongly recommends that customer install firewall protection to help prevent such activity from occurring.
39. WTS recommends that a surge protector be used at all time while any DSL service is activated. Failure by the customer to properly install surge protector may void any manufacturer warranty. WTS reserves the right to institute certain charges and fees directly associated with Customer-requested support services. WTS offers service to Customer related to the reinstallation of WTS service to a crashed or modified computer. Customer should contact WTS to determine any applicable service charges and fees associated with such WTS service.

40. WTS provides no additional "firewall" protection for Customer files, information, or data pursuant to this agreement other than that which is contained as part of WTS's day-to-day operation of its system. Customer shall have sole responsibility to obtain and install such firewall protection as the Customers deems appropriate and necessary based upon the Customer's individual desired need.
41. Customer agrees to maintain a primary voice grade phone line from WTS for each DSL connection. Failure to comply will result in a rate increase to DSL monthly service.
42. If the DSL Access line is disconnected for any reason proper to contract expiration, WTS will invoice the customer an amount equal to the waived nonrecurring charge.

## SECTION II-SYSTEMS RULES

1. The system may only be used for lawful purposes. Transmission of any material in violation of United States or state regulation is prohibited, involving material which includes, but its not limited to, unauthorized copyrighted material, material which is threatening, abusive, defamatory, or obscene, or material protected by trade secret.
2. The system may not be used to distribute mass unsolicited email containing commercial advertisements or to post 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 news groups, mailing lists, and other networks, even if those conventions and rules are more restrictive than WTS's.
5. The system may not be used to violate the copyright interests or other intellectual property interest of any person or entity. This includes, but is not limited in, the distribution or sharing or copyrighted software in violation of the copyright holders' rights.
6. Customers, including Home Page Customers, may not post any material to the system, which is in violation of law, or is obscene, pornographic, vulgar, or blatantly offensive to the prevailing moral standards of the community.
7. Because of limited system resources, Customers using a dial up connection will be automatically logged off the system after reasonable WTS predetermined period of inactivity.
8. Use of any program or other automatic device to keep a dial-up connection active is prohibited. WTS reserves the right to discontinue the services at its sole discretion and without prior notice to violators of this policy.

This agreement is subject to the substantive and procedural laws of the State of Texas; with venue in a competent jurisdiction in Deaf Smith County, Texas. This agreement may not be assigned or transferred by Customer, but is freely assignable by WTS to third parties.

Customer  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_