

## **Cordova Telephone Cooperative/Cordova Wireless Communications Internet Service Agreement**

This agreement governs the terms and conditions under which Cordova Telephone Cooperative, Inc., operating under the service mark [ctcak.net](http://ctcak.net); and Cordova Wireless Communications, Inc. operating under the service mark [cwcak.net](http://cwcak.net), provides Internet access services to its customers, including 24-hour attended access and E-mail address(es) (referred to in this Agreement as the "Service").

### **I. MEMBERSHIP RIGHTS AND RESPONSIBILITIES**

a. By completing enrollment and accepting all of the terms of this Agreement, you become an authorized user ("Membership") of the Service. Every time you use the Service, you are agreeing to [ctcak.net](http://ctcak.net)/[cwcak.net](http://cwcak.net) terms. You are responsible for complying with all terms and conditions of this Agreement, and with all policies and guidelines posted on the Service. If [ctcak.net](http://ctcak.net)/[cwcak.net](http://cwcak.net) changes the terms in a way that you do not accept, you may terminate Service as provided in Section VIII.

b. You agree that [ctcak.net](http://ctcak.net)/[cwcak.net](http://cwcak.net) may: (1) revise the terms and conditions of this Agreement; (2) revise its billing rates and account surcharges by providing you at least one billing cycle's notice of the change; and (3) revise the services provided under this Agreement after public notice has been given. Your use of the Service after the effective date of any change in the Terms and Conditions; billing rates and account surcharges; and revision in the services provided shall constitute your acceptance of and agreement to such changes.

c. You are personally responsible for all use of the Service under your ID, even if you allow someone else to use your ID. Illegal, fraudulent or abusive use of any ID or of the Service is grounds for termination of Membership, and may be referred to law enforcement authorities. Enrolling or using any ID on the Service under a name other than your own is prohibited.

d. You are personally responsible for keeping any and all IDs or passwords for [ctcak.net](http://ctcak.net)/[cwcak.net](http://cwcak.net) services private. You must promptly inform [ctcak.net](http://ctcak.net)/[cwcak.net](http://cwcak.net) if you suspect any breach of security, such as loss, theft, or unauthorized disclosure or use of your ID, password or any credit, debit or charge card number stored on the Service. Until [ctcak.net](http://ctcak.net)/[cwcak.net](http://cwcak.net) is notified of a breach of security you will remain responsible for any unauthorized use of the Service occurring under your ID and/or password.

e. You agree that the Service may only be used for lawful purposes. Any transmission outlawed by state, federal, or international law is strictly prohibited, including but not limited to, the transmission of unauthorized transactions, copyrighted materials, misappropriated trade secrets, and threatening or obscene materials. [ctcak.net](http://ctcak.net)/[cwcak.net](http://cwcak.net) reserves the right (but is not obligated) to review and edit any material submitted for display or placed on the Service, excluding private electronic messages. [ctcak.net](http://ctcak.net)/[cwcak.net](http://cwcak.net) may refuse to display or may remove from the Service any material that [ctcak.net](http://ctcak.net)/[cwcak.net](http://cwcak.net) believes violates this Agreement or any policies or guidelines posted by [ctcak.net](http://ctcak.net)/[cwcak.net](http://cwcak.net) on the Service. [ctcak.net](http://ctcak.net)/[cwcak.net](http://cwcak.net) may also remove

any material it deems harmful to other subscribers, merchants, information providers, the Service or the business interests of [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net).

f. Unless your account provides otherwise, your account can not be used for dedicated Internet access. [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) reserves the right to terminate your on-line connection if the connection is not active for 15 minutes. You are encouraged to shut down your internet access if you are not using the Service.

## II. CONTENT

a. As used in this Agreement, "Content" means the information, software, graphics, photographs, video, speech, sounds, music, and other material and services communicated by [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) through its Service.

b. Internet Service Providers, [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net), make no depiction as to the accuracy, completeness or usefulness of any Content; and you must bear the risk of relying on such Content. Accordingly you acknowledge that [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) shall not have any liability for any action or inaction by [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) with respect to Content.

c. Except for public domain material, all material contained on the Service is copyrighted. You may not reproduce, or redistribute such material, in whole or in part, in any manner, without prior consent of the copyright owner, unless specifically permitted.

d. You agree not to post or transmit works that are subject to another party's rights, on or through the Service, without the party's express permission. Such posting or transmitting:

(1). will result in termination of this Agreement and

(2). may result in civil or criminal liability.

e. You acknowledge that the Content may include material inappropriate for minors, and you further acknowledge that [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) recommends that you guide your minors' use of the service directly and/or consider using commercially available tools that enable you to restrict access to certain Internet areas and other features of the Service that may be inappropriate for minors, at your sole cost and risk. [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) makes no warranty with respect to such tools.

## III. NO WARRANTY

a. You acknowledge and consent that [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) exercises no control or censorship of third party content. Use of any information obtained via the Service is at your own risk.

b. [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) expressly disclaims any and all loss or liability resulting from, but not limited to:

(1) loss of data; (2) loss of hardware or software; (3) loss or liability resulting from access delays or access interruptions; (4) loss or liability resulting from computer viruses; (5) loss or liability resulting from data non-delivery or data misdelivery; (6) any other loss or liability resulting from the negligent acts and/or omissions of Provider or Provider's affiliated companies; (7) loss or liability resulting from errors, omissions, or misstatements in any and all information, goods, or services obtained on or through the Service; and (8) loss or liability resulting from acts of God.

c. You agree that the entire liability of ctcak.net; cwcak.net, and your exclusive remedy, with respect to use of the Service, Service software, and any breach of this Agreement is strictly limited to a prorated portion of the amount paid to ctcak.net/cwcak.net for monthly membership fees.

d. ctcak.net/cwcak.net disclaims any and all express or implied warranties, including without limitation: (1) any warranties as to the availability, accuracy, or content of information, products, or services; and (2) any warranties of merchantability or fitness for a particular purpose.

#### IV. LIMITED WARRANTY

a. You expressly agree that the use of ctcak.net/cwcak.net Service and the Internet are at your sole risk. ctcak.net/cwcak.net Service and the Internet are furnished "as is" and "as available" for your personal use without warranty of any kind, either expressed or implied. ctcak.net/cwcak.net provides service on a commercially reasonable basis and does not guarantee that you will be able to access the Service at a time or location of your choosing or that ctcak.net/cwcak.net will have adequate capacity for the Service as a whole or for particular purposes.

You acknowledge that interruptions in service may occur due to scheduled maintenance or failure of hardware or software, as well as acts of God, and ctcak.net/cwcak.net shall have no liability to you for any such interruption. ctcak.net/cwcak.net entire liability and your exclusive remedy with respect to use of ctcak.net/cwcak.net Service and the Internet shall have no liability whatsoever for consequential or incidental damages, except as expressly provided elsewhere. ctcak.net/cwcak.net does not endorse, warrant or guarantee any product or service offered through ctcak.net/cwcak.net and will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

#### V. INDEMNIFICATION

a. You agree to defend, release, indemnify, and hold ctcak.net; cwcak.net, its officers, directors, and employees, as well as its affiliated companies and licensors, harmless from all liabilities, claims and expenses, including without limitation reasonable attorneys fees arising from breach of the Agreement by use of, or in connection with, the posting or transmission of any content by or through your account on the Service.

b. You agree that ctcak.net/cwcak.net has the right, but not the obligation, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you pursuant to Paragraph 1 of this section. In such event, you shall have no further obligations pursuant to Paragraph 1 of this section.

## VI. DATA SECURITY

You are responsible for the protection of your data. The Internet is not a secure system. Data can be, and often is, viewed by third parties. Private or confidential information should not be placed on the system or if it is you should take steps to protect such information by using encryption technologies. You understand and assume the risk that any transmission over the Service may be interrupted, intercepted, or destroyed.

## VII. BILLING AND CHARGES

a. Rates - you can learn the current rates for Service and related fees by telephoning 907-424-2345 (CTC); 907-424-2300 (CWC). Basic rates are charged in advance on or before the first day of [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) monthly billing cycle. On the first day of each month, your account will be charged the monthly access fee plus any accumulated charges for the past month. The basic rates and usage rates do not include taxes or governmentally required surcharges, for which you are responsible.

b. Billing - Bills are rendered monthly. Any charges incurred are your responsibility, including long distance charges, if any.

c. Phone Not Included - You are responsible for all phone company charges associated with connection to [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) Service.

d. Billing Disputes - Unless you notify [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) of any discrepancy in your [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) billing within sixty (60) days after it first appears on your account statement, the statement will be deemed accepted by you for all purposes. You release [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) from all liabilities and claims resulting from any billing error that is not reported to [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) within sixty (60) days after the date of the statement on which it appears.

e. Payment - Checks for payment of your account should be made payable to your service provider: Cordova Telephone Cooperative or Cordova Wireless Communication. Dishonored checks are subject to a collection fee and your account may be suspended until the account is current. If for any reason [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) does not receive timely payment from you, you agree you will pay upon demand all amounts due to [ctcak.net](http://ctcak.net); [cwcak.net](http://cwcak.net). Re-establishment of the account may be subject to a reconnection fee.

f. Late Payment and/or Non-Payment - You shall be liable for all costs of collecting any unpaid balance on your account(s) with [ctcak.net](http://ctcak.net); [cwcak.net](http://cwcak.net), including collection fees. If any amount remains past due, [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) shall have the right to terminate your Service.

## VIII. TERMINATION OF MEMBERSHIP

### a. Voluntary Termination

1. Notice Required - In order to terminate your Service, you must give verbal or written notice to ctcak.net; cwcak.net. Effective upon ctcak.net/cwcak.net receipt of notice of termination, and not before, ctcak.net/cwcak.net shall stop charging you for Service. Only the person whose name is on the account will be able to cancel an existing account. Upon termination of your account, ctcak.net/cwcak.net has the right to delete all data, files or other information that is stored on ctcak.net/cwcak.net computers regarding your service. The termination or suspension of ctcak.net/cwcak.net service to you also constitutes termination or suspension (as applicable) of your license to use ctcak.net/cwcak.net software.

2. Refunds - Upon termination of Service, ctcak.net/cwcak.net will refund any unused portion of basic rates paid in advance.\*

\*Exception: ctcak.net DSL Service contract with free 10.1 netbook computer, which requires two consecutive years of DSL service. If you cancel this service before the contract period is up, you will pay \$29.99 per month for each remaining month in the contract.

### b. Involuntary Termination

1. ctcak.net/cwcak.net may terminate Service as described above at any time. Upon termination of your account, ctcak.net/cwcak.net will refund any unused portion of prepaid fees or charges less any early termination charges, after satisfying any outstanding balances owed ctcak.net; cwcak.net.

2. Upon termination of your account, ctcak.net/cwcak.net has the right to delete all data, files or other information that is stored on ctcak.net/cwcak.net computers regarding your service.

3. ctcak.net/cwcak.net termination or suspension of service to you also constitutes termination or suspension (as applicable) of your license to use ctcak.net/cwcak.net software.

## IX. LAW

a. You agree that this Agreement constitutes the entire understanding between you and ctcak.net; cwcak.net, and supersedes all previous representations, agreements or understandings.

b. You agree that, if any portion of this Agreement is held invalid or unenforceable, the provisions of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect. This Agreement will be governed by the laws of the State of Alaska., excluding its conflicts of laws.

## X. MEMBER REGISTRATION REQUIREMENTS

- a. By signing the Internet Service Application Form, you represent that you are at least eighteen (18) years old and have the legal ability to enter into this Agreement.
- b. You agree to provide [ctcak.net/cwcak.net](http://ctcak.net/cwcak.net) with accurate, complete, and updated registration information. Your failure to provide accurate registration information constitutes unauthorized use of the Service and your account may be terminated immediately.