

COLUMBUS TELEPHONE CO. INTERNET
CTC APPLICATION/SUBSCRIBER AGREEMENT REVISED 3/17/11

The undersigned subscriber, being at least 18 years of age, is requesting an Internet account. **By signing this Agreement, Subscriber agrees not to use the Internet service for any purpose which violates U.S., state, or local laws.** Subscriber agrees not to use the Service to interfere with or disrupt network users, services or equipment. Such interference or disruption includes, but is not limited to: distribution of unsolicited advertising; propagation of computer viruses; use of the network to make unauthorized entry to other computational, information, or communications devices or resources.

Subscriber agrees to hold Columbus Telephone Co. ("CTC" or "Company"), its officers, agents and any of its members harmless from any liability arising from special, indirect, or consequential damages including but not limited to, lost profits, loss of opportunity, or any other loss which may result from the use of, misuse of, or lack of availability of CTC or its facilities.

Subscriber further agrees that s/he, or any company or organization s/he is affiliated with will not resell or otherwise provide access to the Service offered through CTC.

SERVICE REQUESTED: Pre-payment for First monthly amount for service must accompany this Agreement.

_____ **Dial Up** This service will provide transmission speeds up to 56 kbps (federal regulations only allow up to 53.3 kbps). *Speeds are impacted by network traffic.*
Monthly charge: \$15.00 Installation charge: N/C

Login information required only for Dial Up accounts. Login should be made up of 6-8 alpha and/or numeric characters: the password must be at least six characters with at least one number., lower case letters with no punctuation allowed.

LOGIN NAME: _____ PASSWORD: _____

_____ **Ethernet/Broadband** Band width/connection speed may vary depending on end-user equipment and/or network traffic. No guarantees are implied. Ethernet prices will be discounted by 10% when service is combined with Cable TV. (Only one (1) discount per residence or business). *Ethernet service is only available to CTC fiber customers.*
BUNDLE PRICING AVAILABLE TO TRI OPTIC CUSTOMERS (phone, cable and Internet subscribers). *Ask about our gaming package.*

		<u>Residential</u>	<u>Business</u>
_____ BASIC	(8 meg Download/Upload)	\$47.00	\$57.00
_____ PREFERRED	(16 meg Download/Upload)	\$57.00	\$77.00
_____ ULTIMATE	(24 meg Download/Upload)	\$77.00	\$97.00
_____ GAMING PACKAGE	(one- time \$10.00 installation fee) allows you to play with other gamers within the CTC network)		

Installation Charges for Ethernet Service: \$50.00 (cat5 upgrade includes cost of materials)

CTC strongly urges Subscriber to install and update virus/firewall protection on personal computers. Although CTC has a firewall installed on its local server, it will not stop all viruses/worms from infecting your computer. It is the Subscriber's responsibility to keep virus protection updated.

NOTE: CTC Terms and Conditions statement are integral to this Agreement.

Please print:

Name _____ Billing Address _____

City _____ State _____ Zip _____ Phone Number: _____

Signature: _____ Date: _____

Send this completed Agreement to: Columbus Telephone Company 224 S. Kansas Avenue Columbus, Kansas 66725. Telephone: (620) 429-3132 Fax: (620) 429-1704. Email address: coltelco@columbus-ks.com

CTC Terms and Conditions

CTC provides Internet service ("Service") subject to the Subscriber's compliance with the terms and conditions below. **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE.**

Use of Service

You understand you may access both CTC and the Internet in general through the Service. You understand further that, except for information, products or services clearly identified as being supplied by CTC, neither CTC nor any of its affiliates operates or controls any information, products or services on the Internet in any way and that, except for such CTC identified information, products or services, all merchandise, information and services offered or made available or accessible through CTC or on the Internet generally are offered or made available or accessible by third parties who are not affiliated with CTC or its affiliates. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR THE SUBSCRIBER'S USE OF THE SERVICE. NEITHER CTC NOR ITS AFFILIATES MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER (INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE GENERALLY, AND CTC SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS SOLELY THE SUBSCRIBER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE, PROVIDED THROUGH THE SERVICE GENERALLY. YOU UNDERSTAND FURTHER THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. YOU ACCESS SUCH MATERIALS AT YOUR OWN RISK. CTC HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

No Service Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY CTC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER CTC NOR ITS AFFILIATES WARRANTS THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS.

UNDER NO CIRCUMSTANCES SHALL CTC, ITS AFFILIATES OR ITS CONTRACTORS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM THE SUBSCRIBER'S USE OF OR INABILITY TO USE THE SERVICE OR TO ACCESS THE INTERNET OR ANY PART THEREOF, OR THE SUBSCRIBER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE. If you are dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of CTC in operating the Service, the Subscriber's sole and exclusive remedy is to discontinue using the Service.

Making Purchases on the Service from Third Parties

If you wish to make purchases using the Service, you may be asked by the merchant, or information or service provider, from whom you are making the purchase to supply certain information, including credit card or other payment mechanism information. You agree that all information you provide any merchant, or information or service provider, on the Service for purposes of making purchases will be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services on the Service set their own prices and may change prices or institute new prices at any time. You agree to pay all charges incurred by users of your account and credit card or other payment mechanism at the prices in effect when such charges are incurred. You also will be responsible for paying any applicable taxes relating to purchases on the Service.

User Conduct on the Service

While using the Service, you may not: restrict or inhibit any other user from using and enjoying the Internet; post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct

that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation of the U.S. export control laws and regulation; post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful components; post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material); upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or rightholder; or upload, post, publish, reproduce, transmit or distribute in any way component of the Service itself or derivative works with respect thereto, as the Service is copyright as a collective work under U.S. copyright law. CTC has no obligation to monitor the Service. However, you agree that CTC has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. CTC will not intentionally monitor or disclose any private electronic-mail message unless required by law. CTC reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

Failure to Comply with the Terms and Conditions

CTC may deny you access to all or part of the Service without notice if you engage in any conduct or activities that CTC in its sole discretion believes violates any of the terms and conditions in this Agreement. If CTC denies you access to the Service because of such a violation, you shall have no right (1) to access through CTC any materials stored on the Internet, (2) to obtain any credit(s) otherwise due to you, and such credit(s) will be forfeited, (3) to access third party services, merchandise or information on the Internet through CTC, and CTC shall have no responsibility to notify any third-party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification. You agree to defend, indemnify and hold CTC and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of this Agreement by you or authorized users of your account.

The Subscriber is solely responsible for the knowledge of any adherence to any and all laws, statutes, rules and regulations pertaining (i) to the Subscriber's use of the Services, (ii) to the use of any networks connected to the Service, and (iii) to the communications means by which the Subscriber connected their modem, PC, terminal or other equipment to the Service.

In the event the Company is required to engage the services of an attorney because of a breach by the Subscriber of any of the terms herein contained, the Subscriber agrees to pay all of the Company's reasonable attorneys fees and court costs. Upon breach of this Agreement, all of Subscriber's rights and privileges shall be immediately terminated and upon any such termination for breach of the provisions of this Agreement, or the breach of any applicable law or statute governing the use of the Service, all Subscriber fees shall be forfeited as liquidated damages to the Company. In the event of litigation both parties agree that the Law of Kansas shall apply and both parties consent to the jurisdiction of the state courts of Cherokee County, Kansas. Both parties expressly waive a jury trial. The Subscriber agrees that the Company has the right to delete all data, files or other information that is stored in the Subscriber's account if the Subscriber's account with the Company is terminated, for any reason, by either the Company or Subscriber.

The Company shall have the right to suspend service to the Subscriber at any time, and for reasonable cause, without notice. If such a suspension is to last for more than 15 days, the Subscriber will be notified as to the reason.

The Subscriber's rights herein granted cannot be transferred, sold, or used by anyone other than the Subscriber.

No more than one login session can be used at any time by the Subscriber on any Service account. If the Subscriber has multiple accounts, the Subscriber is limited to one login session per account at any time. Accounts which have been transferred to other parties, or show other activity in violation of this paragraph, are subject to immediate cancellation. This Agreement represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior written and oral negotiations, representations, guaranties, warranties, promises, orders, statements or agreements between the parties or any statement or representation made or furnished by any other person representing or purporting to represent either party. The Company reserves the right to modify these Terms and Conditions by notifying the Subscriber 30 days in advance of the effective date of the modifications.

Use of a Service account constitutes acceptance of these Terms and Conditions.

Subject to applicable law, CTC has the right to change its Service, and rates or charges, at any time with or without notice. CTC also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the

Service, including, but not limited to, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. If CTC gives you notice, it may be provided on your monthly bill, as a bill insert, e-mail, in a newspaper or other communication permitted under applicable law. If you find a change in the Service unacceptable, you have the right to cancel your Service. However, if you continue to receive the Service after the change, this will constitute your acceptance of the change.

Reconnection Fees and Related Charges

If you resume the Service after any suspension, CTC may require you to pay a reconnection fee. If you reinstate any or all Service after disconnection, CTC may require you to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Service is subject to CTC's credit policies, this Agreement and applicable law.

Your Responsibilities Concerning Billing Questions

Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact CTC within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days.

Assignability

This Agreement and the Service furnished hereunder may not be assigned by you. You agree to notify CTC immediately of any changes of ownership or occupancy of the Premises. CTC may freely assign its rights and obligations under this Agreement with or without notice to you.

Term

This Agreement will be in effect from the time that the Service is activated until (1) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (2) it is replaced by a revised Agreement.

Termination by You

You may terminate this Agreement for any reason at any time by notifying CTC in one of three ways: (1) send a written notice to the postal address of CTC's business office; (2) send an electronic notice to the e-mail address specified on www.columbus-ks.com; or (3) call CTC's customer service line during normal business hours. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Service will accrue until this Agreement has terminated, and the Service have been disconnected.

Suspension and Termination by CTC

Under the conditions listed below, CTC reserves the right, subject to applicable law, to act immediately and without notice to terminate or suspend the Service and/or to remove from the Service any information transmitted by or to any authorized users (e.g., email or voicemail). CTC may take these actions if it: (1) determines that your use of the Service does not conform with the requirements set forth in this Agreement, (2) determines that your use of the Service interferes with CTC's ability to provide the Service to you or others, (3) reasonably believes that your use of the Service may violate any laws, regulations, or written and electronic instructions for use, or (4) reasonably believes that your use of the Service interferes with or endangers the health and/or safety of CTC personnel or third parties. CTC's action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Service or information transmitted by or to you or users.