



Terms of Service

Plains Internet Terms and Conditions

Please read this document carefully. It governs the relationship between you (the "customer") and Plains Internet (your "company"). If the terms of this agreement are not acceptable to you, do not use the services and notify the company immediately at 1-844-4-PLAINS.

Customer Service Information:

Office Location: 7519 Canyon Drive, Amarillo, TX 79110.

Phone Hours: 8:00a-9:00p Monday through Friday, 10:00a-4:00p Saturday, except on holidays.

Customer Service Number: 1-844-4-PLAINS.

Introduction

Plains Internet provides a variety of Internet services ("the Service"). The PLAINS INTERNET Service allows subscribers to connect to the Company's high-speed backbone network and the Internet. The Service uses resources that are shared with other customers. The Service provides access to the Internet, which is used by millions of other users. Each user benefits by being able to share resources and communicate almost effortlessly with other users of the Internet.

Use of the Service is subject to the following rules and guidelines.

Each customer of PLAINS INTERNET is responsible for ensuring that the use of all services provided to such customer complies with this policy. ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS SHOULD IMMEDIATELY STOP USE OF THE SERVICES AND NOTIFY THE PLAINS INTERNET TECHNICAL SUPPORT STAFF SO THAT THE USER'S ACCOUNT MAY BE CLOSED.

Illegal Activity

The use of the Service for any activity that violates any local, state, federal or international law, order, or regulation is a violation of this Policy. Prohibited activities include but are not limited to: - Posting or disseminating material that is unlawful, such as child pornography or obscene material. - Disseminating material, which violates the copyright or other intellectual property rights of others. You assume all risks regarding the determination of whether material is in the public domain. - Pyramid or other illegal soliciting schemes. - Any fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature. Digital Millennium Copyright Act (DMCA) Under the Digital Millennium Copyright Act (DMCA), copyright owners have the right to notify Plains Internet's register agent if they believe that a Plains Internet customer has infringed on their work(s). When Plains Internet receives a complaint notice from a copyright owner, Plains Internet will notify the customer of the alleged infringement by providing them a copy of the submitted DMCA notice. As required by law, Plains Internet enforces a graduated response policy to complaints that may lead to suspension or termination of service. Plains Internet's policy is to cancel the internet services for any customer receiving twelve or

more DMCA notices annually and to assess a \$10 Administrative Fee for the processing and handling of every complaint received after the second.

Security

You are responsible for any misuse of the Service that you have contracted for, even if a friend, family member, guest, employee, or customer committed the inappropriate activity with access to your account. Therefore, you must take steps to ensure that others do not gain unauthorized access to the Service. You are solely responsible for the security of any device you choose to connect to the Service, including any data stored on that device. In particular, PLAINS INTERNET recommends against enabling file or printer sharing of any sort. PLAINS INTERNET recommends that any files or services you do choose to make available for remote access be protected with a strong password or as otherwise appropriate. As with any always-on broadband connection to the Internet, PLAINS INTERNET recommends installation of a firewall (software or hardware). The Service may not be used to breach the security of another user or to attempt to gain access to any other person's computer, software, or data without the knowledge and consent of such person. They also may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other networks. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet-sniffers, or network probing tools, is prohibited. You may not disrupt the Service. The Service also may not be used to interfere with computer networking or telecommunications services to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or software, which contains a virus or other harmful feature, also is prohibited.

Inappropriate Content

There may be content on the Internet or otherwise available through the Service which may be offensive to some individuals, or which may not be in compliance with all local laws, regulations, and other rules. For example, it is possible to obtain access to content that is pornographic or offensive, particularly for children. PLAINS INTERNET does not assume any responsibility for the content contained on the Internet. You must assume the risk of accessing content through the Service, and PLAINS INTERNET shall not have any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content. You are solely responsible for any information that you publish on the web or other Internet services. You must ensure that the recipient of the content is appropriate. For example, you must take appropriate precautions to prevent minors from receiving inappropriate content. PLAINS INTERNET reserves the right to refuse to post or to remove any information or materials, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate regardless of whether such material or its dissemination is unlawful. PLAINS INTERNET does not have any obligation to monitor transmissions made on the Service. However, PLAINS INTERNET does have the right to monitor such transmissions from time to time and to disclose the information obtained in accordance with your subscriber agreement. By using the Service to reproduce, publish, display, transmit, and distribute content, a user is warranting that the content complies with this policy and authorizing PLAINS INTERNET to reproduce, publish, display,

transmit, and distribute such content as necessary for PLAINS INTERNET to deliver the content in a timely manner.

Electronic Mail

The Service may not be used to send unsolicited bulk or commercial messages. This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, charity requests, petitions for signatures and political or religious messages. Such messages may only be sent to those who have explicitly requested it. The service may not be used to send messages to any individual who has indicated that he/she does not wish to receive messages from you. The Service may not be used to collect responses from unsolicited email sent from accounts on other Internet hosts or email services which violates this policy or the acceptable use policy of any other Internet service provider. Moreover, unsolicited email may not direct the recipient to any web site or other resource that uses the Service. Forging, altering, or removing electronic mail headers is prohibited. You may not reference the PLAINS INTERNET network in any unsolicited email even if that email is not sent through the PLAINS INTERNET network. You may not send numerous copies of the same or substantially similar messages, nor may you send very large messages or files to a recipient with the intent to disrupt a server or account. The propagation of chain letters is similarly prohibited, whether or not the recipient wishes to receive such mailings. The PLAINS INTERNET network is not responsible for the forwarding of email sent to any account that has been suspended or terminated. Such email will be returned to sender or deleted.

Online Chat Sessions The Service may be used to participate in "chat" discussions. These discussions may be hosted by PLAINS INTERNET network servers, by third party servers, or may not involve any servers at all. In all cases, the PLAINS INTERNET network does not normally monitor the contents of the discussion and is not liable for the contents of any communications made via Internet chat. The Service may not be used to perform chat "flooding." Flooding is defined as deliberately repeating actions in quick succession in order to fill the screens of other Internet users with text. The service may not be used to send messages that disrupt another Internet user's equipment, including software, hardware, and user display. The Service may not be used to access any chat server in violation of the acceptable use policy of that server. The Service may not be used to manipulate any chat server in order to harass or disconnect other Internet users, or to gain privileges that have not been authorized. A customer may not use the Service to connect to chat servers or channels from which they have been previously banned. The Service may not be used to continue to send chat messages to an Internet user who has indicated their desire to not receive such messages.

Personal Web Space

PLAINS INTERNET does not offer Personal Web Space at this time.

Other Limitations

Users must ensure that their activity does not improperly restrict, inhibit, or degrade any other user's use of the Service, nor represent (in the sole judgment of PLAINS INTERNET) an unusually large burden on the network itself. In addition, users must ensure that their activity does not improperly restrict, inhibit, disrupt, degrade, or impede PLAINS INTERNET's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network services. PLAINS INTERNET customers may not resell, share, or otherwise distribute the service or any portion thereof to any third party without the written consent of PLAINS INTERNET.

Violation Of This Policy

PLAINS INTERNET does not routinely monitor the activity of accounts for violation of this policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of the Service. Although PLAINS INTERNET has no obligation to monitor the Service and/or the network, PLAINS INTERNET reserves the right to monitor bandwidth, usage, and content from time to time to operate the Service; to identify violations of this policy; and/or to protect the network and PLAINS INTERNET users. PLAINS INTERNET prefers to advise customers of inappropriate behavior and any necessary corrective action. However, if the Service is used in a way, which PLAINS INTERNET believes violates this policy, PLAINS INTERNET may take any responsive actions it deems appropriate. Such actions include, but are not limited to, temporary or permanent removal of content, filtering of Internet transmissions, and the immediate suspension or termination of all or any portion of the Service. PLAINS INTERNET will not have any liability for any such responsive actions. The above-described actions are not exclusive remedies and PLAINS INTERNET may take any other legal or technical action it deems appropriate. PLAINS INTERNET reserves the right to investigate suspected violations of this policy, including the gathering of information from the user or users involved and the complaining party, if any, and examination of material on PLAINS INTERNET servers and network. During an investigation, PLAINS INTERNET may suspend the account or accounts involved and/or remove material, which potentially violates this policy. You hereby authorize PLAINS INTERNET to cooperate with law enforcement authorities in the investigation of suspected criminal violations, and system administrators at other Internet service providers or other network or computing facilities in order to enforce this policy. Such cooperation may include PLAINS INTERNET providing the name, IP address, or other identifying information about a subscriber. Upon termination of an account, PLAINS INTERNET is authorized to delete any files, programs, data, and email messages associated with such account. The failure of PLAINS INTERNET to enforce this policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that, if any portion of this policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. Federal and Illinois State law shall exclusively govern this policy.

Modifications

PLAINS INTERNET may modify these terms and conditions upon written notice. Client's continued use of the Service after such notice shall constitute Client's acceptance of the modification of this Agreement.

Credit Requirements

At company's sole discretion, the company may require new customers to establish creditworthiness. At which time, customer's social security number may be required for all new orders for service. Standard information from credit reporting agencies determines which services a prospective customer is eligible for with the company. In the event that creditworthiness was established in one name and the service responsibility transfers to another party, including the customer's spouse, the receiving party will have to establish creditworthiness.

Non-discrimination Policy

The company's services are provided without discrimination as to customer's race, color, sex, nationality, religion, marital status, income level, source of income, or from unreasonable discrimination of the basis of geographic location.

Policy on Disconnection of Service for Nonpayment

The company may disconnect local service when the undisputed monthly bill for local service is not paid on time or in full according to the dates stated on the bill. Before service is disconnected, the company will send a disconnect notice. If service is disconnected or suspended, the customer may reestablish service within two business days with full payment of the past due amount and payment of a re-connection fee. Such payment must be made in cash, money order, cashier's check, debit card or credit card. After the two-day re-connection period, a returning customer must pay all outstanding balances plus new connection charges. If service is disconnected, the customer is still liable for all outstanding charges and the account will be subject to collection action. Customer agrees to pay all costs and expenses, including without limitation, collection fees and reasonable fees of attorneys, other experts and court stenographers, and court costs incurred in enforcing the terms of this agreement. Customer is also liable for all Internet services, long distance calls, call features, taxes, regulatory fees, and other appropriate charges. Failure to pay for these charges will result in the disconnection of those specific features or services. Plains Internet reserves the right to set spending limits on usage-sensitive services. In the event that a customer exceeds the preset dollar limits, Plains Internet may suspend or block those services until the account is made current.

Billing Disputes

Customers should notify Plains Internet of disputed billing items within 60 days of receipt of bill by calling customer service. In the event that an investigation of this issue shows that the customer has been over billed, Plains Internet will issue a credit to the customer's account for the over billed amount by the next available billing cycle.

Out-of-Service Disputes

At the customer's request, Plains Internet will refund a pro rata amount of the monthly service payment for the period of time after the customer notifies the company of an out of service condition and the time that the service is operational again. Should the customer choose to terminate service with Plains Internet, the customer agrees to notify Plains Internet no less than 30 days prior to establishing disconnection. After service disconnection, the account will be reviewed for any refundable deposits paid by the customer that have not already been credited, refunded or paid to customer. Should the customer have prepaid for services in advance with yearly, semi-annual or quarterly statements, or if there is a credit balance on the account for previously unbilled services, a credit will be applied to the account. Customer agrees that all equipment belonging to Plains Internet including but not limited to radio receivers, antennas, dishes, power bricks, power over ethernet devices, phones, phone & fax ATAs, switches, access points, routers, and/or specialty mounts that are installed by Plains and not purchased by the customer will be returned to Plains Internet promptly at service disconnection. Should any devices not be returned to Plains Internet, Plains Internet reserves the right to pursue collections from the customer on the purchase value of the unreturned items. Should any items be received by Plains Internet with apparent damage, misuse or abuse to the device, replacement purchase charges will be billed to the customer's final statement or charged against any remaining credit on the customer's account before being submitted for collections by a collection company. Should all equipment be returned in fully functioning condition with no apparent damage, misuse, or abuse, a refund of any remaining overpaid or credit amount on the account will be issued within 30 business days.

Required Minimum Service Commitment

Plains Internet monthly service charges are subject to a 30-day minimum beginning on the day of

conversion or installation. Liability of the Company Plains Internet shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in local or long distance service if caused by the underlying carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the company's control. The company's liability for damages resulting in whole or in part from furnishing service shall not exceed an amount equal to the charges for the call or service lost due to the interruption, delay, error, omission, or defect. Disputes for billing from Other Carriers Plains Internet is not responsible for bills originating from other carriers.

Notification Periods

Plains Internet will give notification of any material changes in our rates or conditions of service at least 30 days before the change. Notice of a change in taxes or regulatory fees (such as 911 and USF) will be provided in accordance with the governing laws. Prohibited Uses Customers are prohibited from making calls or using services in any way that might reasonably be expected to frighten, abuse, torment, or harass others. Use in such a way as to interfere with the use by others is also prohibited. Use of fraudulent means, devices, or schemes, to avoid payment is also prohibited. Other prohibited uses are described in the company's Internet Acceptable Use Policy. The company may discontinue service if, in its sole discretion, customer is engaging in prohibited uses.

Indemnity

Customer will hold Plains Internet and any of its representatives harmless and free of any legal action for any claims that may occur as a result of assisting customer with telephone or Internet service. If one or more provisions of this agreement shall be held unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other provision of this agreement, which shall be construed as if such unenforceable, invalid, or illegal provision had never been a part hereof. This agreement governed by and construed under the laws of the state of Texas, Randall county venue, and applicable federal laws without regard to choice of law principles.

Charges & Fees

Late Payment Charge = The greater of \$12.00 or 1.25%, Dishonored Check Fee - also applies to bank drafts = \$35.00 per incident , One-time bank draft fee = \$10.00 per draft, One-time phone payment fee = \$3.00 per phone payment. Re-connection Fee - must be paid within two days of suspension of service = \$29.00 per line, Charge for customer premise visit with no access = \$10.00 per incident. Regulatory Fees and Taxes Plains Internet includes all mandatory fees and taxes and collects such fees as the Telecommunications Infrastructure Fund Reimbursement on its phone bills. The charges are generally the same or less as those charged by other local and long distance phone service providers. More information is available at <http://puc.texas.gov/consumer/phone/Taxes.aspx>.