



Customer Agreement

Effective May 6, 2013

Thank you for choosing Kit Carson Telecom High Speed Internet. This Agreement describes the terms and conditions between you and Kit Carson Telecom ("KCT", "Service Provider", "Us" or "We") applicable to the Internet Service ("Service"). Additional terms and conditions are contained in the Acceptable Use Policy, which may be found at www.kitcarson.net.

- 1) All equipment sold to you under this Agreement is sold 'as is', and no warranty is conveyed or implied.
- 2) You must purchase, at a minimum, an internet service Package as your minimum level at all times. Kit Carson Telecom reserves the right to deny Service for any reason. Internet service plans may be upgraded or downgraded. If your account is suspended for any reason, you will still be charged the prevailing rate per month.
- 3) A \$200 installation fee, (WRLS & WB), and all monthly fees, charges and/or other amounts owing hereunder together with any corresponding taxes and/or reimbursement charges as described below, are not deposits and are non-refundable. You represent that there are no legal, contractual or similar restrictions on the installation of the internet Equipment in location(s) you have authorized. NEITHER KIT CARSON TELECOM, OR INDEPENDENT CONTRACTOR SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER.
- 4) Subject to your payment of the fee for Services for the full billing cycle in which termination occurred, you may terminate this Agreement and discontinue your Service upon 30 days written notice to Kit Carson Telecom, 201 Cruz Alta, Taos, NM 87571 or e-mail notice to us at billing@kitcarson.net.
- 5) In the event you change your residence, you are still bound to the terms and conditions of this agreement. Your "household" is limited to the single address where you reside and where the Service is initially installed. It does not include adjacent apartments, residences, offices or any type of space not physically associated with your address.
- 6) Billing is done via email, in advance, on the first day of each month. You understand and agree that you will not receive a monthly paper statement by mail for your Service without a \$2.00 fee. Payment of the outstanding balance is due in full each month. You agree that Service Provider will bill your monthly Service fee in advance. If your payment is not received by us before the next statement is issued, you may be charged a late fee on the delinquent balance at 1.5% per month and we have the right to suspend your Service or terminate this Agreement without notice. If we choose to use any collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, but not limited to, the costs of a collection agency, reasonable attorney's fees, and court costs.
- 7) You must provide current, complete, and accurate information for your billing account, and promptly update any changes (such as a change in billing address, email, credit card number, credit card expiration date). If you fail to provide us with any of the foregoing information, you agree that Service Provider may continue charging you for any service provided under your account. If we are unable to process your credit or debit card at any time, your account may be immediately suspended or terminated and you will remain responsible for all amounts payable by you to us.
- 8) If your Service is suspended or terminated for any other reason, in addition to payment of past due amounts and suspension fees, a reactivation fee equivalent to one half month of current service fee may be required before reactivating your Service.
- 9) You authorize us to make inquiries and to receive information about your credit experience from others, including credit reporting agencies, enter this information in your file and disclose this information concerning you to appropriate third parties for reasonable business purposes. In the case of late payment or non-payment for any of the Services ordered by you or any other charges, you understand and agree that we may report such late payment or non-payment to the appropriate credit reporting agencies.
- 10) Technical Support is available 8am to 5pm weekdays & 8am to 12pm weekends by phoning 758-4838. A technician will assist you with diagnosing the problem and taking steps to restore connectivity of your Service. If needed, Technical support will escalate the issue to a KCT Tier 2 Technician to assess whether you would benefit from an in-home tech visit. Please note that no service work or in home tech visit will be generated unless you have contacted the Technical Support number listed above first where a ticket number has been generated and assigned. If an in home tech visit is required, the visit is covered by KCT within the first 30 (thirty) days of your account activation. After that period, the customer is responsible for payment of \$60.00 (sixty dollars) for the issuance of an in-home tech visit (includes mileage). KCT is not responsible for supporting network equipment, peripheral equipment, including, but not limited to PC's, MACs, Routers, SmartPhones, Ipods, Ipads, Netflix or software/streaming applications.
- 11) YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES SERVICE PROVIDER MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE, INCLUDING ANY MINIMUM UPLOAD OR DOWNLOAD SPEEDS. THE SERVICE IS DISTRIBUTED 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 OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR COMPLETENESS OF INFORMATIONAL CONTENT, NON-INFRINGEMENT OR OTHERWISE, EXCEPT THE FOREGOING SHALL NOT APPLY IN STATES WHERE IT IS PROHIBITED. SERVICE PROVIDER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR FREE, SECURE OR UNINTERRUPTED OR OPERATE AT ANY MINIMUM SPEED. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY SERVICE PROVIDER SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE KCT PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, SERVICE PROVIDER CANNOT AND DOES NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. SERVICE PROVIDER SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OR DESTRUCTION OF ANY HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM, OR FROM ANY ATTEMPT TO REMOVE, ANY COMPUTER VIRUS OR OTHER HARMFUL FEATURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU TO THE EXTENT SUCH EXCLUSION IS

NOT ALLOWED BY APPLICABLE LAW. THE LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU ALSO MAY HAVE OTHER RIGHTS THAT VARY BY JURISDICTION.

12) TO THE MAXIMUM EXTENT PERMITTED BY LAW, KCT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE SERVICE OR INABILITY TO USE THE SERVICE OR OUT OF ANY BREACH OF ANY REPRESENTATION OR WARRANTY. WITHOUT IN ANY WAY LIMITING THE FOREGOING, IF FOR ANY REASON, BY OPERATION OF LAW OR OTHERWISE, ANY PORTION OF THE FOREGOING LIMITATION OF LIABILITY SHALL BE VOIDED, THEN IN SUCH EVENT AFFILAITE'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY AND THE LIABILITY OF WILDBLUE AND THE PARTNERS SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO SERVICE PROVIDER BY YOU FOR SERVICE DURING AND FOR A PERIOD OF TIME COMMENCING UPON THE OCCURRENCE OF SUCH ERROR, DEFECT OR FAILURE AND CEASING UPON THE DISCOVERY OF SUCH, IN WHOLE OR IN PART; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE WHICH SUCH ERROR, DEFECT OR FAILURE IS FIRST DISCOVERED IN WHOLE OR IN PART.

13) You agree to indemnify, defend and hold us harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys fees, arising out of or related to any and all use of your account. This includes, without limitation, responsibility for all consequences of your (or that of any user of your account) violation of this Agreement or placement on or over, or retrieval from or through, the Service of any software, file, information, communication or other content and all costs incurred by us in enforcing this Agreement against you.

14) Service may be interrupted from time to time for a variety of reasons. We are not responsible for any interruptions of Service that occur due to acts of God (including weather), power failure or any other cause beyond our reasonable control. However, because we value our subscribers, for an interruption of a continuous 24 hours that is within our reasonable control, upon your request, we may provide what we reasonably determine to be a fair and equitable adjustment to your account to make up for the Service interruption. THIS WILL BE YOUR SOLE REMEDY AND OUR SOLE DUTY IN SUCH CASES. You acknowledge and agree that the Service is not intended to be, and should not be used as, your primary or "life-line" telecommunications service.

15) Service is not transferable and is subject to any limits established by ourselves, or by your credit card company or other billing institution, as applicable.

16) We reserve the right to change pricing, service and packages at any time. We may, but are not required to, notify you by e-mail or via the KCT website. If you do not agree to such changes or additions, then you must terminate this Agreement prior to the effective date of such modifications. Your continued use of the Service after the effective date of such modifications constitutes your acceptance of such modifications. Information on charges and surcharges that are to be paid to us and are incurred by you or by users of your account will be made available to you on the KCT website, and you agree that this is sufficient notice for all purposes as to charges incurred and paid or to be paid to us. If you would like to contact us, you may call 800-758-4820 or 575-758-4838 or write to **Kit Carson Telecom * 201-B Cruz Alta * Taos, NM 87571**.

17) This Agreement is made in the State of New Mexico. This Agreement and all of the parties' respective rights and duties, including, without limitation, claims for violation of state consumer protection laws, unfair competition laws, and any claims in tort shall be governed by and construed in accordance with the laws of the State of New Mexico. Any such controversy or claim shall be settled exclusively by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be held in the State of New Mexico. The arbitrator will be an expert in the field of Internet services or other appropriate subject matter of the dispute. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. There shall be no class action arbitration pursuant to this Agreement. Any cause of action brought by you, or by users of your account, with respect to the Service or this Agreement must be instituted within one year after the claim or cause of action has arisen or is barred. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and it is acknowledged that this is a services contract and not a contract for the sale of goods.

18) If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall be construed in such a way as to eliminate the offending aspects while still giving as much effect as possible to the intentions of such term. If this cannot be done and the entire term is invalid, illegal or unenforceable and cannot be so repaired, then the term shall be considered to be stricken from this Agreement as if it had not been included from the beginning. In any such case, the balance of this Agreement shall remain in effect in accordance with its remaining terms notwithstanding such invalid, illegal or unenforceable term. We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. In no event shall we be required to explain, comment on, suffer liability for or forfeit any right or discretion based on its enforcement, non-enforcement or consistency of enforcement of these terms. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning.

Assignment of Account. We may sell, assign, pledge or transfer your account or an interest in your account to a third party without notice to you. In the absence of a notice of such sale or transfer, you must continue to make all required payments to us in accordance with your statement.

Entire Agreement. This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitute the entire and only agreement with respect to its subject matter between you and us, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this document.

I choose the following Internet Service Package (circle one):

WRLS Asynchronous - .25Mbps .5Mbps 1.5Mbps 2Mbps 3Mbps 5Mbps 7Mbps
WRLS Synchronous - .25Mbps .5Mbps 1.5Mbps
WRLS Business - 2Mbps 5Mbps 7Mbps
WB - .5Mbps 1Mbps 1.5Mbps 5-10 5-15 5-25
DSL - .25 Mbps 1.5 Mbps 3 Mbps
DU - 75hr 150hr

I agree to all of the above,

Print: _____ Sign: _____ Date: _____