GMC TERMS AND CONDITIONS

- 1. By signing this registration form, you (user/customer) agree to the following terms and conditions of the service described on this page.
- 2. These services are provided by Grand Mound Communications (GMC), 705 Clinton St., Grand Mound, IA.
- 3. Telephone technical support is available upon activation of your account.
- 4. If your GMTel.net account is discontinued for any reason, GMC assumes no responsibility for recovery of your data.
- 5. GMC makes no express or implied warranty of any kind. There is no express or implied warranty of merchantability or fitness for a particular purpose for the services to be provided by GMC. GMC makes no attempt to verify accurate receipt of any message and is not responsible for any loss of data resulting from delays, nondeliveries, incorrect deliveries or service interruptions, including those caused by the negligence, errors, or omissions of GMTel.net, nor for consequential damages regardless of their cause.
- 6. Customer agrees to comply with the terms governing use of the GMTel.net network, as set forth in GMTel.net's "Acceptable Use Policy", as they may change from time to time. Any changes to the terms governing use of the GMTel.net network will be posted as warranted on the GMTel.net website.
- 7. This agreement shall be governed by and construed in accordance with the laws of the state of Iowa applicable to contracts to be performed entirely within the state.
- 8. By accessing and using the GMTel.net network, user is consenting to system monitoring for law enforcement and other purposes. Unauthorized use of, or access to, this computer system may subject users to criminal prosecution and penalties. User agrees to indemnify GMC against liability for any and all use of user's account.
- 9. Internet connections may not be resold or otherwise provided to third parties that are not a part of this Agreement.

SPECIAL

- <u>NOTES</u>
- All connection speeds listed are maximum. Users may experience connection speeds less than noted.
- GMC connections are not to be used to host Web, FTP, DNS, SMTP, POP3 or other email servers.
- Certain restrictions may apply due to distance limitations.
- Additional installation fees may apply for work outside of a standard installation.

PLEASE READ THE FOLLOWING IMPORTANT INFORMATION BEFORE SIGNING:

In making this application, we/I agree to the rules and regulations of Grand Mound Communications as set forth in the Exchange Tariff filed with the Iowa Utilities Board and Federal Communications Commission, as amended or changed from time to time.

We/l agree to become a member of Grand Mound Communications if signing up for telephone, video or Internet services. Our/my membership in Grand Mound Communications is subject to paying our/my telephone, video or Internet services bills. Ownership of the membership in Grand Mound Communications will be issued by Grand Mound Communications to the applicant and co-applicant, if the co-applicant's name is listed above. Transfer of membership is governed by Grand Mound Communications' rules, but upon the death of the owner or co-owner, membership will automatically be transferred to the survivor thereof and subject to a deduction for unpaid services.

We/I agree to these terms and conditions and rules of Grand Mound Communications, and each of us agrees to pay in full all telephone, video or Internet services bills upon receipt each month in which it is billed. If only the applicant or co-applicant signs below, I represent to you that I am the agent for the other applicant with authority to so act.