

**Northwest Communications Cooperative (NCC)
Internet Service Agreement and Acceptable Use Policy
Effective December 8, 2011**

NCC's goal is to provide quality High Speed Internet service to its customers. By accessing NCC's Internet services the customer accepts the terms of this policy and agrees to be bound thereby.

Please note: Your order for Internet service will not be initiated until this signed contract and pre-payment are received and acknowledged by NCC. Once this is received at the NCC office, a service order will be made to install Internet service.

Agreement

1. DSL Internet Service includes engineering the telephone line, installation of the necessary voice/data filter at the customer premise demarcation point and connecting the service. Fixed Wireless Internet Service includes installing the necessary antenna, TV/data down-converter, coax cable, TV/data splitter, power inserter and Internet service. FTTH Internet Service includes installing the necessary equipment at the customer premise and connecting the service. Current installation charges do apply and a pre-payment is required.
2. Any additional service done at the customer's request will be billed at NCC's current hourly rate, billed in (15) minute increments, with a minimum of (15) minutes. This includes, but is not limited to adding or moving telephone jacks and installation of coaxial cable from existing TV to the computer location.
3. NCC's technicians will test the Internet connection, providing the customer has properly set up the networking protocols according to the instructions provided by NCC. Additional help with network settings may be available from NCC Internet technicians, but does not include engineering or installing the customer's Local Area Network (LAN). NCC provides a network maintenance plan for a monthly fee.
4. Each computer connected to DSL, Wireless, or FTTH Internet must have a 10BaseT or 10/100 Mbps Ethernet Network Interface Card (NIC) installed, or a compatible USB Port (Windows 98SE or newer for wireless). This is the responsibility of the customer who may need to contact a computer service center. NCC employees will not install Network Interface Cards into a customer's computer.
5. Internet service from NCC includes one Internet Protocol (IP) Address for the local host computer. Additional IP addresses may be required to configure multiple computers or to develop a Local Area Network (LAN). The first static PPPOE IP address is included in the Internet Service Package. It is the customer's responsibility to contact a computer center to set up their network. A non-PPOE static IP Address is \$10.00 per month.
6. NCC does not offer Firewall Security Services. Hardware and software solutions are available at the local computer service centers. Virus and spam protection is available from NCC for a monthly fee, provided by Security Coverage.

7. NCC offers only one modem with a router (DSL or Wireless) per leased installation.
8. DSL & FTTH Internet service requires a NECA fee, unless you sign a 12-month agreement; plus the current installation fee. Service cancellation prior to meeting the one-year commitment will result in the billing of a pro-rated NECA fee. Service cancellation prior to meeting the one-year commitment of Fixed Wireless Internet will result in the billing of the full installation charges, based upon the record of time and material spent and used at the time of original installation.
9. In the event that service is interrupted an adjustment shall be applied only if the period of interruption extended beyond twenty-four (24) hours. NCC will be held harmless from any other liability arising from special, indirect or consequential damages as a result of interruption. Request for adjustment on bills must be made within 45 days from the date of occurrence.
10. NCC provides these services (DSL, Fixed Wireless & FTTH Internet) for the purpose of direct access to the Internet and/or to private networks established on NCC's Network. This is not a wholesale service and therefore it cannot be resold by the customer.
11. NCC offers no guarantees or warranties on the performance of its network. The customer may request a speed upgrade anytime during the twelve (12) month commitment period with no change-fee charges. Downgrading service at any time requires a \$20.00 service order fee be paid. Following the commitment period, the service may be cancelled without service order fee, upon notice from the subscriber.
12. All equipment used to provide Internet service remains the property of NCC, and as such, will be removed and recovered by NCC upon termination of the Internet Service. If not returned, NCC will bill out the cost of the equipment to the subscriber on account.
13. I have read and understand the above information and authorize NCC to install Internet service. I am at least 18 years of age and the name on the telephone account where Internet service will be installed matches the name signed below and the physical address.

Acceptable Use Policy

1. Intended Use – Each Internet service account is for one household or one business and the customer is responsible for unauthorized use of the account by third parties. Customer will not resell or redistribute service to others.
2. The customer agrees not to transmit through the service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. The customer further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation.
3. Viruses-NCC's servers are not to be used to introduce viruses, worms, Trojan horses, denial of service attacks or any other harmful software code, bomb, key, bot, or any other harmful code onto the Internet. Anyone found to be using this service for these purposes will have their account closed.

4. Spamming/Hacking – Customer will not use the service for spamming (sending unsolicited messages, bulk e-mail or other solicitations). Customer will not alter, remove or forge email headers, or take any action to deceive the recipient of email as to the sender's true identity. Customer will not reference NCC in any email in order to mislead the recipient. Customer will not use the service to fraudulently or illegally access the accounts of others, penetrate the security measures of the service or other systems, or to disrupt the service or services of any other user, host, business or network. This includes attempting to access any unauthorized computer, system, network, business, account or any other proprietary material, or using any processes or programs to compromise the security of any of the foregoing, mail bombing or flooding, or any other activity that disrupts the services of any other user, host, business, or network.
5. Security – Customer must take appropriate security precautions for any device or system connected to the service. Customer must secure any wireless network devices (i.e. routers) connected to the service. Unsecure wireless routers are subject to service termination as they are operating as a pseudo ISP. Customer must take standard practices to prevent harmful transmissions and to protect their computer system(s) and connected devices. NCC will take appropriate action for repeat harmful transmissions, up to and including termination of these services.
6. Copyright and Trademark Infringement – Customer will not use the service to send, receive or use any data, files or information which infringes upon the patents, trademarks, copyrights, trade secrets or proprietary rights of another person or entity. NCC will take appropriate action for repeat infringements, up to and including termination of the services. Protected materials include, but are not limited to digital music, movies, photographs, audio books and software.
7. NCC reserves the right to modify or discontinue a customers Internet with or without notice to the customer. NCC shall not be liable to the customer or any third party should NCC exercise its right to modify or discontinue Internet service.
8. Enforcement and Violation – All usage of the service is under the discretion of NCC. NCC management will review all alleged violations of the policy on a case by case basis. Clear violations of policy which are not promptly remedied by the relevant customer may result in disciplinary action, including, but not limited to immediate termination of service and forfeit of all fees paid to date.

Customer Signature

Date

Customer Name (printed)

Customer Phone Number (best number to reach you at)

Account Name (name or business which account is listed under)

Account Phone Number (landline phone number which account is listed under)