

## TERMS AND CONDITIONS APPLICABLE TO HIGH-SPEED INTERNET AGREEMENT

### **AGREEMENT**

By signing this document, Customer agrees to subscribe to MoKan Communications Inc. High-Speed Internet Service identified hereon, in accordance with the terms and conditions set forth below, subject to acceptance by MoKan Communications. MoKan Communications will give Customer thirty (30) days' advance notice in writing of any changes in the terms and conditions of this agreement. **Customer hereby agrees to accept such future changes as amendments to this agreement unless Customer does not notify MoKan Communications in writing, within thirty-five (35) days of the date of such advance notice, that Customer does not accept one or more of the changed terms and conditions.** If Customer gives notice in writing that Customer does not accept certain changed terms or conditions, MoKan Communications has the option to rescind the proposed change or cancel Customer's service.

### **CONTRACT PERIOD**

The initial contract period shall commence on the first day that Customer receives service (date is shown under "Other Charges and Credits" in Internet section of Customer's first bill) and shall terminate exactly 24 months (as specified on the reverse side) thereafter. If Customer discontinues service before the contract expiration date, a termination fee will apply. Termination fee includes, but is not limited to, the \$185.00 Early Termination Fee, plus any charges associated with the remaining monthly recurring charges identified in the contract, and/or equipment charges as applicable. After expiration of Customer's initial contract period, Customer's MoKan Communications Inc. High-Speed Internet Service agreement will be renewed automatically on a month-by-month basis. Customer must notify MoKan Communications in writing thirty (30) days before the expiration date of the current contract period if Customer does not want the agreement to be renewed automatically for the next month.

### **BILLING OF SERVICE**

Customer agrees to pay the amount stated on the front of this agreement by the due date shown on Customer's monthly bill. Monthly recurring charges are billed one month in advance. The installation fee, any applicable equipment charges, prorated monthly recurring charges from date of installation, and monthly recurring charges for the first full month of service will be included in the initial billing. If Customer's installation fee and/or recurring charges are paid in advance, that amount will be credited to Customer's first bill. Customer is responsible for all charges within the terms and conditions set forth in this agreement.

All bills are due and payable on or before the 15<sup>th</sup> of each month. If Customer's payment is received after that date, a delinquent notice will be mailed to Customer indicating a disconnection-of-service date. If Customer does not pay such amounts when due, Customer may be billed a late payment charge up to the maximum allowed by law.

### **DISCONNECTION OF SERVICE**

Customer may discontinue service upon written notification to MoKan Communications, after which Customer will still be subject to payment of all applicable charges. No initial charges shall be refunded once MoKan Communications has accepted this contract. MoKan Communications has the right to discontinue Customer's service without notice if payment is more than 30 days in arrears, if Customer fails to honor the terms of this agreement, if Customer violates the rules or regulations of the Federal Communications Commission (FCC), or if Customer uses the designated service for unlawful or prohibited purposes. If Customer's service is disconnected for nonpayment of Customer's bill, a reactivation fee may apply if the service is resumed. Customer will be liable for any costs (including reasonable attorneys' fees) relating to collection of the amounts owed.

### **SERVICE LEVEL AGREEMENT**

Based upon network availability, MoKan Communications Inc. High-Speed Internet Service is a "best efforts" service that can provide Downstream speeds ranging from 1 Mbps to 100 Mbps, based upon the package selected by Customer. The actual speeds experienced by customers may vary and depend on several factors, including, but not limited to, customer location, destination on the Internet, traffic on the Internet, interference with a high frequency spectrum on the customer's telephone line, and other devices that may be attached to the same cable pair. No minimum level of speed is guaranteed.

### **UNLAWFUL OR PROHIBITED SERVICE USE**

Customer is personally responsible for all use of the service under Customer's ID, even if a second party is allowed to use the ID. Enrolling or using any ID on the service under a name other than that to which the ID is assigned is prohibited. Customer agrees that MoKan Communications Inc. High-Speed Internet Service and Customer's ID will not be used for illegal, fraudulent, abusive, or otherwise prohibited purposes. If MoKan Communications has reason to believe the service provided is being used for unlawful or prohibited purposes, MoKan Communications may discontinue or deny the service and/or report such use to law enforcement authorities. MoKan Communications provides High-Speed Internet Service on a retail basis to Customer. Customer agrees to utilize the service exclusively and to not provide access to third parties, either through "sharing" or "resale." Provision to a third party of Web Page Hosting and Caching is prohibited with Customer's MoKan Communications Inc. High-Speed Internet Service connection. Any offering of services prohibited within this agreement would be a breach of this agreement, and termination of the High-Speed Internet connection would occur upon determination of these services being offered.

### **DAMAGE TO RENTAL EQUIPMENT**

Customer agrees to protect any and all equipment owned by MoKan Communications and placed at Customer's site for provision of this service. Customer agrees to not alter, tamper with, or remove the equipment from the address noted on this agreement, nor to allow others to do so. Customer shall promptly notify MoKan Communications of any damage to the equipment. Neither this agreement nor the equipment rented is transferable by Customer. If Customer sells, vacates, rents or sublets the property wherein the equipment is installed, Customer shall inform MoKan Communications at least five days prior to such change. Upon discontinuance of service by either party, this rental agreement shall terminate, and all equipment hereunder shall be immediately returned to MoKan Communications. Customer agrees to pay all costs to repair any damages, other than normal wear, and the cost of replacing any missing components. Customer agrees to pay reasonable attorneys' fees and costs incurred in enforcing the terms of this agreement. If the equipment is destroyed beyond repair due to neglect, abuse, fire, or acts of God, Customer agrees to pay full retail replacement cost for destroyed equipment.

### **HOLD HARMLESS AGREEMENT**

MoKan Communications expressly disclaims and shall not be liable to the customer for any and all losses or liabilities resulting from, but not limited to: (1) loss of data, (2) loss of hardware or software, (3) access delays or access interruptions, (4) computer viruses, (5) data non-delivery and or data misdelivered, (6) negligent acts and or omissions of MoKan Communications and or its affiliated companies, (7) errors, omissions, or misstatements in any or all information, goods, or services obtained on or through MoKan Communications, and (8) acts of God. Customer agrees that MoKan Communications' entire liability, and customers exclusive remedy, with respect to use for the service, service software, and any breach of this agreement is strictly limited to a prorated portion of the amount paid to the provider for monthly charges.

### **ACCEPTABLE USAGE POLICY**

Terms and conditions governing MoKan Communications Inc. Internet Access Service (Service) can be found at [www.choctawtel.net](http://www.choctawtel.net). These terms and conditions will constitute a binding contract (Agreement) between you and MoKan Communications Internet.