

GMTel.net TERMS AND CONDITIONS

1. By signing this registration form and agreement, you (user/customer) agree to the following terms and conditions of the service described on the first page.
2. These services are provided by Grand Mound Communications Co. (GMCC), 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, GMCC assumes no responsibility for recovery of your data from the GMTel.net computer system.
5. GMCC/GMTel.net 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 GMTel.net. GMCC/GMTel.net 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 computer system.
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. Either party may terminate this agreement at any given time by giving written notice. Such notice is effective when given. Customer is obligated to pay for half of the remaining service contract through the termination date, as detailed on the final invoice.
9. By accessing and using the GMTel.net computer system, 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 GMCC & GMTel.net against liability for any and all use of user's account.
10. Wireless High Speed Internet connections may not be resold or otherwise provided to third parties that are not a part of this Agreement.

SPECIAL NOTES

- All connection speeds listed are maximum. Users may experience average connection speeds slightly less than noted.
- GMCC/GMTel.net connections are not be used to host Web, FTP, DNS, SMTP, POP3 or other email servers.
- Certain restrictions may apply due to distance limitations.

CUSTOMER SIGNATURE _____ DATE _____

TELCO SIGNATURE _____ DATE _____