



Plumas-Sierra Telecommunications

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(800) 221-3474 | Fax (530) 832-4515 | www.PST.coop

PST Broadband Service Agreement

Thank You for choosing Plumas-Sierra Telecommunications Internet Service. Plumas-Sierra Telecommunications is a subsidiary of Plumas-Sierra Rural Electric Cooperative. This agreement describes the terms and conditions between “Customer or “You” and Plumas-Sierra Telecommunications (“PST”), “Service Provider”, “Us”, or “We”). Please read this agreement, and the Acceptable Use Policy, all of which may be found at www.pst.coop carefully, prior to accessing the Services, since it contains important contract rights and obligations between You and PST, as well as important limitations on those rights. By using this service You agree to be bound by all the terms and conditions set forth in this agreement, and all of the terms and conditions of the Acceptable Use Policy all of which are incorporated herein by reference. In the event You change Your service location, You are still bound to the terms and conditions of this agreement. We reserve the right to change pricing, service and packages at any time.

1. **Definitions**

Acceptable Use Policy. The PST Internet Service Acceptable Use Policy is intended to help enhance the Use of the Internet by preventing unacceptable Use. All Users of PST Internet Services must comply with this Policy. By Using PST Internet Service, You confirm Your acceptance of, and agree to be bound by, this Policy. PST Acceptable Use Policy may be found at www.pst.coop.

Early Termination Fee. The fee charged to end service prior to the completion of Your minimum service term as set forth in paragraphs 4.3 below.

Tech Visit. If it is determined by PST a service call is needed, a technician will be dispatched to Your home or business.

Initial Term. Your initial term is based on Your selection of PST Plan and Service Offerings.

IP Address. The numeric address of a computer connected to the Internet; also called Internet address. IP addresses will be dynamically assigned.

Privacy Policy. PST is committed to maintaining Your privacy and believes that, as a subscriber to the service, You are entitled to our information practices. PST Privacy Policy may be found at www.pst.coop.

Service. The service consists of Internet access as further described in this Agreement (the Service). Service is available in limited areas and its Usage is subject to data transfer thresholds. The Internet Access Service sold in this Agreement is not dedicated nor are speeds guaranteed, meaning data transfer speeds are “up to” or “burstable to” the advertised rates as available.

Termination. If You cancel Your order before installation or during the 30-day trial period, You will not be charged an Early Termination Fee. If You cancel service after installation, but before the end of the 30-day trial period, you will be refunded for any equipment charges upon return of the equipment. Installation fees are non-refundable. If a Minimum Service Term applies and You cancel the Service after the 30-day trial, but before completion of the Minimum Service Term, You will be subject to a termination fee.

2. **Eligibility.** This service is currently available in limited areas. PST, in its sole discretion, shall determine a customer’s eligibility for participation based on customer’s credit or other information. PST requires residential

customers to provide PST with a valid credit card issued to the customer who authorizes this agreement and who provides PST with the Social Security number or valid driver license number issued to the customer who authorizes this agreement and is subject to credit approval.

3. **Minimum System Requirements.** Your computer must meet certain minimum requirements to receive the Service as set forth on PST website, www.pst.coop. It is Your responsibility, at Your expense, to obtain, maintain, and operate suitable and fully compatible computer equipment required to access the Service.

4. **Service Commitment – Termination and Fee for Termination.**

4.1 **Minimum Service Commitment.** Your service plan may require a minimum service term ("Minimum Service Term"). If Your account is suspended for any reason, You will be charged \$20.00 per month and Initial Term will be extended by the number of days suspended. Service may be suspended for a minimum of 30 days and a maximum of six (6) months.

If You terminate service prior to the expiration of the Minimum Service Term, You will owe (and Your credit card, debit card, or bank account may be charged) the Termination Fee as described below. If available, You may downgrade Your service plan to a lower service package no sooner than 30 days after activation of the Service.

4.2 **Term and Renewal.** The term of this Agreement commences on the date the Service is activated and continues for the duration of the Minimum Service Term or unless terminated earlier by You or Us in accordance with this Agreement. After the Minimum Service Term expires, the term of this Agreement will automatically renew on a month-to-month basis until terminated by You or Us in accordance with this Agreement.

4.3 **Termination.**

(a) If You cancel Your order before installation, You will not be charged.

(b) If You cancel Your order after installation, but before the end of the 30-day trial, You will not be charged an Early Termination Fee, and upon return of equipment, you will be refunded any equipment fees collected. Installation fees are non-refundable.

(c) If a Minimum Service Term applies and You cancel the Service after the 30-day trial but before completion of the Minimum Service Term, You will be charged a Termination Fee of \$20 for each month remaining in the initial Term to your PST account or your Credit Card as defined below, at our option.

(d) **Equipment Charges.** You will be charged an upfront fee for equipment required to use the Service. The Equipment will be owned by You. If you cancel service within the 30-Day trial, upon return of the equipment, you will be refunded any paid Equipment Charges.

(e) We are not obligated to de-install or otherwise retrieve any Equipment.

4.4 **Termination by Subscriber.** 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 or e-mail notice to Us.

You must terminate this Agreement in accordance with its terms; failure to do so may delay or prevent Us from knowing that a termination was intended. You will continue to be liable under this Agreement for all fees and charges until such time as the Agreement has been properly terminated or we have acknowledged such termination in writing or by e-mail.

4.5 **Termination by Service Provider.** As Your Service Provider, we may immediately terminate Your Service and this Agreement if You or a User of Your account breaches this Agreement. We reserve the right in our sole discretion to terminate Your account and this Agreement at any time (with or without notice) or terminate access to or Use of the Service, in whole or in part.

4.6 Post-Termination Obligations. Notwithstanding any cancellation or termination of this Agreement or any of Your accounts, nor any termination of access to or Use of the Service, You will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in connection with such cancellation or termination. Your payment and other obligations under this Agreement are not suspended or affected by a termination of access to or Use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Agreement or of any law or legal obligation by You or any User of Your account.

5. Who May Use The Service? - Responsibility and Supervision.

5.1 Age and Account Set-Up. You represent that the Service will be installed and Used solely in Your residence, commercial, retail or other business location. You represent that You are at least 18 years of age. You agree that You are responsible for obtaining installation services for the Equipment from a PST Installer and for verifying and maintaining the account, options, settings and other parameters under which the Service is Used, including (without limitation) all related passwords and User identification information.

5.2 Installation of Equipment. You represent that there are no legal, contractual or similar restrictions on the installation of the Equipment in location(s) You have authorized. It is Your responsibility to ensure compliance with all applicable building codes, zoning ordinances, homeowners' association rules, covenants, conditions, and restrictions related to services provided under this Agreement, to pay any fees or other charges, and obtain any permits or authorizations necessary for services provided under this agreement (collectively "Legal Requirements"). You are solely responsible for any fines or similar charges for service in violation of any applicable Legal Requirements. You acknowledge and agree that we will be required to access Your premises or system and to install and maintain the Equipment as defined, including the antenna, where applicable for Wireless Service, and its components inside and outside Your home, necessary for You to receive the Service. This may include attaching an antenna, where applicable for Wireless Service, to Your home and a modem to Your computer, installing software on Your computer, if applicable, and configuring Your computer for optimized performance of the Service. By agreeing to these terms, scheduling a visit for service or installation, and permitting Us to enter Your home or business, You are authorizing Plumas-Sierra Telecommunications to perform all of the above actions. Plumas-Sierra Telecommunications SHALL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSSES RESULTING FROM INSTALLATION, REPAIR OR OTHER SERVICES, INCLUDING WITHOUT LIMITATION, DAMAGE TO YOUR PREMISES, LOSS OF SOFTWARE, DATA OR OTHER INFORMATION FROM YOUR COMPUTER.

5.3 Customer Responsibility. You agree that You are responsible for backing up the data on Your computer, and we recommend that You do so prior to installation. Timeframes for installation, if any, are not guaranteed and may vary depending on the types of services requested and other factors.

You agree that You are responsible for all access to and Use of the Service through Your account or password(s) and for any fees incurred for Service, or for software or other merchandise purchased through the Service, or any other expenses incurred in accordance with the terms of this Agreement. You acknowledge that You are aware that areas accessible on or through the Service may contain material that is unsuitable for minors (persons under 18 years of age). You agree to supervise usage of the Service by minors who Use the Service through Your account. You ratify and confirm any obligations a minor using Your account incurs or assumes and any promises or permissions such minor makes or gives.

6. Fees and Payment.

6.1 Fees, Taxes and Other Charges.

(a) Commencement and Duration of Monthly Fees. You acknowledge that (subject to any exceptions granted by Us) a monthly fee will apply for each and every month (or portion of a month) that You are a subscriber, beginning with the date Your Service is activated. Your account will continue until You cancel the account in accordance with the method or methods specified by Us (unless otherwise terminated in accordance with this Agreement). As stated above, You may cancel Your account at any time, subject to payment of the Termination Fees, if applicable. The monthly subscription fee shall cease to apply for any months after the billing month in which You cancel or terminate Your account in accordance with these terms and conditions. Your last month of service will not be pro-rated.

(b) Billing and Charges. You agree to pay, in accordance with the provisions of the billing option You selected, any registration, activation or monthly fees, ISP service charges, minimum charges and other amounts charged

to or incurred by You, or by Users of Your account, at the rates in effect at the start of the billing period in which those amounts are charged or incurred. You agree to pay all applicable taxes and surcharges related to Your Use of the Service, provision of services, software or hardware or the Use of the Service by Users of Your account.

(c) Payment. You agree to make all payments via cash, check, monthly credit card charges or electronic funds transfer, as described in Section 6.2 unless otherwise arranged in advance.

(d) Late Payment. 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 the lesser of 1.5% per month or the maximum rate permitted by applicable law. **After September 16, 2010:** the delinquent fee is equal to the lesser of (i) \$5 per month; and (ii) the maximum amount permitted under applicable law. If we do not receive payment from you before your next statement is issued, we have the right to suspend your Service or terminate this Agreement without notice. Termination of the Agreement by us due to your default or nonpayment may result in a Termination Fee owed by you, if you are subject to a Minimum Service Term that has not been satisfied. We reserve the right to correct and charge under-billed amounts for a period of 90 days after the incorrect statement was issued. Payment of the outstanding balance is due in full each month.

(f) NSF Fees. You may be charged NSF (Non-Sufficient Funds) fees for any checks returned by your bank or any credit card payments not authorized due to lack of available funds.

6.2 Payment Authorization. If applicable under Section 6.1(d) above and except where additional methods of payment are specifically required or permitted under applicable law or regulation or as otherwise agreed to by PST from time to time, You agree that PST may charge Your credit card or debit card ("Card Payment"), or initiate an electronic funds transfer out of Your bank account ("EFT Payment") for payment of all Service fees, the Termination Fee or any other amounts payable under this Agreement. Additionally, You agree that PST will bill Your monthly Service fee in advance, and such Service fee will automatically be collected through either a Card Payment or EFT Payment. With respect to such charges the following authorization applies: You authorize automatic Card Payments or EFT Payments by PST. You agree that the charges described above will be billed to the credit or debit card provided by You when You applied for the Service until such time as You may authorize recurring EFT Payments. You must provide current, complete, and accurate information for Your billing account, and promptly update any changes (such as a change in billing address, credit card number, credit card expiration date, bank account number). If You fail to provide Us with any of the foregoing information, You agree that PST may continue charging You for any service provided under Your account pursuant to the information that we have. 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. Your card issuer agreement governs Use of Your credit or debit card payment in connection with this Service and You must refer to that agreement with respect to Your rights and liabilities as a cardholder. If we do not receive payment from Your credit or debit card issuer or its agent, You agree to pay Us all amounts due upon demand by Us. You agree that PST will not be responsible for any expenses that You may incur resulting from overdrawing Your bank account or exceeding Your credit limit as a result of an automatic charge made under this Agreement.

6.3 Disputes and Partial Payments. If You think a charge is incorrect or You need more information on any charges applied to Your account, You should contact our billing department. You must contact Us within thirty (30) days of receiving the statement on which the error or problem appeared else the charges will be deemed correct and You will have waived Your right to dispute them. We will make available to You a statement for each billing cycle showing payments, credit purchases and other charges. We will not pay You interest on any overcharged amounts later refunded or credited to You. We may, but are not required to, accept partial payments from You. If partial payments are made, they will be applied to amounts owed by You starting with the oldest outstanding statement. If You send Us checks or money orders marked "payment in full" or otherwise labeled with a similar restrictive endorsement, we can, but are not required to, accept and negotiate them, without losing any of our rights to collect all other amounts owed by You under this Agreement. 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.

6.4 Reactivation. If Your Service is suspended or terminated, including Your failure to submit payment on time or for any other reason, in addition to payment of past due amounts, we may require a deposit before reactivating Your Service. The amount of the deposit will not exceed one year of monthly fees. Amounts deposited by You will appear on Your statement as a credit, and service charges and other fees will be invoiced as described above. If You fail to pay any amount on a subsequent bill, the unpaid amount will be deducted

each billing cycle from the credit amount. Credit amounts shall not earn or accrue interest. If Your Service is suspended or terminated for any reason, including at Your request or because of Your failure to pay past due amounts, and You want to reactivate the Service, You agree to pay a reactivation fee in accordance with our then current rates. In addition You must bring Your account up to date through the month of reactivation by making payment in full of any outstanding balance, fees and other applicable charges. A minimum re-activation fee of \$50 will be applied.

6.5 Credit Inquiries and Reporting. For eligibility purposes, You authorize Us to make inquiries and to receive information about Your credit experience from others, including credit reporting agencies, We 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.

6.6 Deposits. Based on results of credit inquiries, PST may charge a deposit before service can be activated. Any Deposit, if required, will be based on the monthly service package You are signing up for. Deposits may vary and can range from \$0 up to the equivalent of three (3) months of service charges at the package being signed up for. If a Deposit is required, it will be refunded after twelve (12) consecutive on-time payments as a bill credit. Deposits will not earn or accrue interest.

7. Modifications, Rights of Cancellation or Suspension.

7.1 Modification of this Agreement. We may at any time (and from time to time) modify this Agreement, including, without limitation, our pricing and billing terms. We may, but are not required to, notify You by e-mail, online via our website located at www.pst.coop within the Service or other electronic notice. If You do not agree to such changes or additions, then You must terminate this Agreement in accordance with Section 4.4 and stop Using the Service 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.

7.2 Modification of the Service. We may discontinue, add to or revise any or all aspects of the Service in our sole discretion and without notice, including access to support services, publications and any other products or services ancillary to the Service. In particular, we reserve the right at our sole discretion to modify, supplement, delete, discontinue or remove any software, file, publications, information, communication or other content provided to You by Us, in connection with the Service. If we undertake any of these changes, we may, but are not required to, notify You by e-mail, online via one of more of the websites within the Service or other electronic notice. If You do not agree to such changes, then You must cancel Your subscription and stop Using the Service prior to the effective date of such changes. Your Use of the Service after the effective date of such changes or additions constitutes Your acceptance of such changes. In addition, we may take any action consistent with our Acceptable Use Policy, including actions to (a) prevent bulk e-mailing from entering or leaving any e-mail account or the network e-mail system, (b) delete e-mail messages if Your e-mail account has not been accessed by You within a time established by Us from time to time, in our sole discretion, (c) instruct our system not to process e-mail or instant messages due to space limitations, (d) make available to third parties information relating to Us or its subscribers, subject to our Subscriber Privacy Policy, (e) withdraw, change, suspend or discontinue any functionality or feature of the Service, (f) delete attachments to e-mail due to potentially harmful materials included within such attachment, and (g) limit access to the Service to prevent abusive consumption and ensure fair access for all subscribers.

8. Permitted Use and Restrictions on Use.

8.1 Restrictions on Use of the Service. PST reserves the right to immediately suspend Your Service and PST may terminate this Agreement if You knowingly or otherwise engage in any prohibited activity or if You use the PST Equipment or Service in a way which is contrary to any PST policy or any policy of a PST supplier. You must strictly adhere to any policy set forth by another service provider accessed through the Service. You agree to comply with PST's Acceptable Use Policy located at www.pst.coop, which is incorporated herein by reference into and made a part of this Agreement. You do not own, nor have any rights other than those expressly granted to You, to a particular IP address, even if You have ordered a static IP address.

8.2 Fair Access Policy. If Your Usage exceeds reasonable limits or impacts other Users of PST's network, as determined by PST, PST may reduce the bandwidth available to You on a temporary basis. Continued excessive data transfer is a breach of this Agreement by You and will result in the termination of this Agreement. **PST Internet access is not guaranteed.** The terms of this policy apply to all service plans, and any other service plan that PST offers from time to time.

8.3 Prohibition on Resale. Reselling the Service or otherwise making the Service available to anyone outside Your residence or business (e.g. via wi-fi, or any other method), in whole or in part, directly or indirectly, or on a bundled or unbundled basis is prohibited. The Service is intended for personal and commercial Use in a manner that is consistent with the terms of this Agreement, the Acceptable Use Policy, or terms of any other applicable policy or plan and You agree not to Use the Service for operation as an Internet service provider or for any prohibited business enterprise or purpose, or as an end-point on a non-Plumas-Sierra local area network or wide area network.

8.4 No Unauthorized Use of Plumas-Sierra Equipment. You are strictly prohibited from altering, modifying, or tampering with the PST Equipment or Service or permit any other person to do the same who is not authorized by PST.

8.5 Compliance with Laws. You agree to comply with all applicable laws, rules and regulations in connection with the Service, Your Use of the Service and this Agreement.

8.6 Security. You agree to take reasonable measures to protect the security of Your computer, including maintaining at Your cost an up-to-date version of anti-virus and/or firewall software to protect Your computer from malicious code, programs or other internal components (such as a computer virus, computer worm, computer time bomb or similar component). You expressly agree that if Your computer becomes infected and causes any of the prohibited activities listed in the Acceptable Use Policy, PST may immediately suspend Your Service until such time as Your computer is sufficiently protected to prevent further prohibited activities. You will be fully liable for all monthly fees and other charges under this Agreement during any period of suspension. In all cases, You are solely responsible for the security of any device You choose to connect to the Service, including any data stored or shared on that device.

8.7 Responsibility of Subscriber.

(a) You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member, or guest with access to Your Service account. Therefore, You must take steps to ensure that others do not Use Your account to gain unauthorized access to the Service by, for example, strictly maintaining the confidentiality of Your Service login and password. You are considered the registered recipient of the Services until we receive such notice, and You will be liable for any charges or fees incurred by the Use of Your Equipment by anyone else up to the time that we receive Your notice, unless otherwise provided by applicable law. You may not assign or transfer Your Service without our written consent. If You do, we may inactivate Your service. If Your Equipment is stolen or otherwise removed from Your premises without Your authorization You must notify Us immediately, or else You will be liable for payment for unauthorized Use of the PST Service or Equipment.

As Your Service Provider, we may immediately suspend (with or without notice) Your Service and this Agreement if You or a user of Your account breaches this agreement.

(b) Notwithstanding any suspension of this Agreement or any of Your accounts, nor any suspension of access to or Use of the Service, You will remain responsible for all payment and other obligations under this Agreement, including the obligation to pay all charges that may be due as a result of or in connection with such suspension. Your payment and other obligations under this Agreement are not suspended or affected by a suspension of access to or Use of the Service, in whole or in part, due to a violation (actual, threatened, or alleged) of this Agreement or of any law or legal obligation by You or any User of Your account.

9. Use and Control of Information; Service Provider Communication; Ads. We may, without obligation, liability or notice, except to the extent prohibited by applicable law, (or as limited by PST's Privacy Policy) distribute, loan, sell or otherwise share with other persons or entities User lists (subscriber account information that does not identify You by name, address or similar personally-identifiable information) as well as aggregate information. Aggregate information includes information constituting or descriptive of demographic information, habits, usage patterns, preferences, survey data or other descriptive or related data which do not rely on providing to recipients the identity of any particular user of the Service. This shall not be construed to limit our use of other information not addressed in this Section. We will be free, in our reasonable good faith discretion and without notice, to provide subscriber and User information and records to (i) the courts, (ii) law enforcement agencies, (iii) government agencies, or (iv) authorized persons or entities involved in enforcing compliance with the law or prosecuting claims or investigations for conduct or conditions alleged or believed to be illegal or to violate or threaten the rights of any person or entity. In addition, we may maintain and Use internally such information and records. Information generated by or in connection with our administration of the Service shall be and remain our exclusive property. We may also from time to time provide online, fax, telephone, e-mail, mail and other communications to our Subscribers and Users on matters pertaining to the Service, its features,

its sponsors or its use without compensation to them or reimbursement of costs for doing so, but shall do so reasonably and in good faith. You acknowledge that communications with Us, our representatives and our contractors may be monitored or reviewed for quality control and other reasonable business purposes. You also acknowledge that advertising and promotion may occur on the Service and also that neither You nor any User shall have any claim with respect to any proceeds from such activities.

10. **Equipment.** The Equipment is warranted by PST with a limited 6-month equipment/labor warranty offered by PST for servicing the Equipment. PST is not responsible for supporting Your network equipment, peripheral equipment, including, but not limited to computers, personal computer devices, or other software applications.

10.1 Service and Support. PST Technical Support is available 24/7 by phoning (530) 832-4621 or (800) 221-3474. A technician will assist You with diagnosing the problem and taking steps to restore connectivity of Your PST service. If an in-home tech visit is required to service the PST equipment, the labor is covered by PST within the first six (6) months of Your account activation. After that period, the customer is responsible for payment of our technician's hourly labor rate; in addition a trip charge from PST may apply. PST equipment is covered under the Equipment Limited Warranty 10.2. PST will replace equipment covered by the limited warranty at no cost to customer. PST reserves the right to use refurbished equipment on occasion. PST is not responsible for supporting Your network equipment, peripheral equipment, including, but not limited to computers, personal computer devices, or other software applications.

10.2 Equipment Limited Warranty This limited warranty does not cover damage or affected operation of equipment covered by this Limited Warranty resulting from external causes, including accident, acts of God, abuse, vandalism, misuse, problems with electrical power, servicing not authorized by PST, unauthorized disassembly or opening of components (including the ONT, modem or antenna), usage not in accordance with product instructions, failure to perform reasonable required preventive maintenance, and problems caused by use of parts and components not supplied by PST. This limited warranty does not cover any items that are in one or more of the following categories: software; external devices; accessories or parts added to a PST system after the system is installed by PST; and accessories or parts that are not installed at the factory.

11. **Warranties and Limitations of Liability.**

11.1 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. PST DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES PST, 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. PST 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 PST SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE. BECAUSE PST PROVIDES SUBSCRIBERS WITH ELECTRONIC ACCESS TO THE CONTENT AVAILABLE ON THE INTERNET, PST CANNOT AND DOES NOT WARRANT THE ACCURACY OF ANY OF THE INFORMATION YOU OBTAIN THROUGH THE SERVICE. PST 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.

11.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PST 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 PST'S MAXIMUM, SOLE, AND EXCLUSIVE LIABILITY SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO PST 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 (a) NOTICE OF SUCH DEFECT WAS FIRST GIVEN TO PST IN ACCORDANCE WITH THIS AGREEMENT, AND (b) 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.

11.3 Applicability and Exceptions. The foregoing exclusions or limitations of liability apply regardless of any allegation or finding that a remedy failed of its essential purpose, regardless of the form of action or theory of liability (including, without limitation, negligence) and even if PST or others were advised or aware of the possibility or likelihood of such damages or liability.

11.4 Service Interruptions. 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. You acknowledge and agree that the Service is not intended to be, and should not be Used as, Your "life-line" telecommunications service.

11.5 Indemnity. You agree to indemnify, defend and hold PST harmless against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorney's 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.

11.6 Third Party Beneficiaries. The provisions of this Section 11 are for the benefit of Us, PST, and our respective contractors, information or content providers, licensors, employees and agents; and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

12. General.

12.1 Limits on Transfers. Unless otherwise agreed in writing, Your right to Use the Service, or to designate other Users of Your account, is not transferable and is subject to any limits established by Us, or by Your credit card company or other billing institution, as applicable.

12.2 Applicable Law. This Agreement is made in the State of California. 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 California. 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 Plumas County, California. 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.

12.3 Notices, Disclosures and Other Communications. Where notification by Us is contemplated by or related to this Agreement, notice may be made by any reasonable means, including, but not limited to, e-mail or publication over the Service. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial and administrative proceedings relating to or based upon this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You must promptly notify Us of any change in Your e-mail or postal address in writing or electronically.

If You would like to contact Us, You may call (530) 832-4126, (800) 221-3474, email info@pst.coop or write to:
Plumas-Sierra Telecommunications
PO Box 1057
Portola, CA 96122

12.4 Construction and Delegation. Neither the course of conduct between parties nor trade practice shall act to modify the provisions of this Agreement. We may authorize or allow our contractors and other third parties to provide services necessary or related to making the Service available and to perform obligations and exercise our rights under this Agreement, and we may collect payment on their behalf, if applicable. The provisions of any Sections of this Agreement, which by their nature should continue, shall survive any termination of this Agreement.

12.5 Miscellaneous. 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.

12.6 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.

12.7 Entire Agreement. This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes 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 prior or contemporaneous representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this document.