



Plumas-Sierra Telecommunications

PO Box 1057, 73233 State Route 70, Portola, CA 96122
(800) 221-3474 | Fax (530) 832-4515 | www.PST.coop

Broadband Service Plan Terms and Conditions

The Broadband Service Plan (the "Plan") is available to all Plumas-Sierra Telecommunications (hereinafter, "PST," "we," or "our") broadband Internet customers (hereinafter, "Customers" or "you") served by PST wireless facilities.

SERVICE PLAN COVERS:

Repair/Replacement of Customer Premise Equipment: PST will determine, at its discretion, the manner in which repairs/replacements will be made. Replacement parts utilized for repair service will be, at our sole discretion, new, refurbished or non-original manufacturer's parts that perform to the factory specifications. Equipment and parts which are replaced become our property except where prohibited by law.

The Service Plan Does NOT Cover: (1) Equipment rendered defective by customer negligence, willful damage, vandalism, abuse, neglect, intentional physical damage, misuse (including faulty installation, repair, or maintenance by anyone other than a PST-authorized service provider), unauthorized modification, viruses and/or spyware, performance failures due to not maintaining firmware updates, extreme environment (including extreme temperature or humidity), external condensation, mold, immersion/submersion in liquid (e.g., pool, bathtub), lightning, fire, flood, insect infestation, rodents, war, terrorism, computer software related failures, Acts of God or other external causes, or use not as the manufacturer intended, as stated in your manufacturer's warranty; (2) Damage occurring in connection with physical damage to a portion of a residence or business premise if destruction of a residence or business premise is so severe that service is or must be disconnected and subsequently reestablished. Such physical damage may include damage caused by flood, earthquake, acts of war, fire, lightning, wind, or other casualty; (3) Fees or costs related to third-party contracts and consequential or incidental damages, including but not limited to loss of use, loss of business, loss of profits, loss of data, downtime, charges for time and effort, no-fault-found diagnoses, or failures that occurred prior to the purchase of this Plan; (4) Pre-existing conditions (incurred prior to the effective date of coverage) known to You.

Customer's Responsibility: After each repair or installation visit, you have the responsibility to reestablish the connection, reprogram, and test or verify proper functioning of any equipment connected to your service.

Charges, Taxes and Fees: You agree to pay our current charges for the Service Plan, as well as taxes and fees assessed against either you or PST on the charges, and all late payment, interest or other fees as stated on your bill. Your account must be current to receive service.

Date of Effective Coverage: The Plan becomes effective after the expiration of the 6-month warranty. In the case of existing service, the Plan will become effective sixty (60) days after authorizing PST to add the Plan to your account. Your Plan will continue indefinitely on a month-to-month basis until it is cancelled.

Changes to Terms and Conditions: PST reserves the right to discontinue offering the Broadband Service Plan, or to amend the Terms and Conditions, including changing the prices. If there is such a change, you will be notified in writing 30 days in advance of the change. If you do not cancel your Broadband Service Plan prior to the effective date of such change, you will be bound by the terms and conditions, as modified, until you cancel your plan.

Cancellation/Termination of Service: Customer may cancel the Plan at any time. PST may cancel your Plan if you fail to pay the charges for the Plan in a timely manner, or if you repeatedly cause or permit damage to occur to covered equipment. This Plan may be cancelled by us for fraud, material misrepresentation, or unsafe work environment/conditions as determined by us. PST will have the right to terminate the plan at any time after the customer is notified of PST's intent to discontinue the service. There are no fees to cancel this plan. You may cancel this Plan at any time, for any reason, by sending a notice of cancellation to us at info@pst.coop, or PO Box 1057, Portola, CA 96122. If you cancel your Plan, you will be covered for any period of time for which you paid in advance, and your Plan will be cancelled on midnight on the last day of the month for which the last monthly payment was paid. Upon cancellation, PST will have no further obligation to provide services under the Plan, and you will have no further obligation to make monthly payments for the Plan.

Suspension of Service: If your PST Broadband Internet Service is suspended, your Service Plan will remain in effect, and you will continue to be billed the monthly charges for the Service Plan.

Claims: The Plan only covers claims made to PST while the Plan for that Customer is in effect. If the Plan is not in effect when Customer notifies PST of a problem, or if the Customer's account balance is not current when a claim is made, PST will not be responsible for that claim. **To obtain service under this Plan**, you may call 1-800-221-3474.

Phone support regarding product performance is available:

- To receive phone assistance, call 1-800-221-3474.
- Phone assistance for your service includes: Answers to questions regarding product use, discussion of product issues and recommendation of repair options, explanation of Plan coverage and claims.
- We will attempt to diagnose the issue or to clarify the problem prior to scheduling any service. Service performed will be done during regular business hours and is at our discretion.

- Repairs or replacements will be performed at our discretion by a PST employee or authorized third party service provider.
- You must provide a safe, non-threatening environment for our technicians to receive service. Service may be denied if the environment is deemed unsafe or inaccessible at our discretion.

Availability of Service: While we try to complete service as quickly as possible, we are not responsible for delays caused by factors beyond our control, including but not limited to manufacturer delays, parts availability, shipping delays, Acts of God or other external causes.

Limitation of Liability: For any single claim, the limit of liability is the lesser of the cost of (a) repairs authorized by us, (b) replacement with a new or refurbished product of like kind and quality that is of comparable performance or (c) reimbursement for authorized repairs or replacement. The total liability under this Plan is the current market value (as determined by us) of your Equipment in its non-defective state, not to exceed the original purchase price of your Equipment, including taxes.

Limited Warranty: PST MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, OTHER THAN THOSE PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY PST, ITS AGENTS, OR EMPLOYEES, WHETHER ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON PST AS A WARRANTY.

THIS AGREEMENT AMENDS THE EXISTING SERVICE AGREEMENT BETWEEN THE PARTIES EXCLUSIVELY TO INCORPORATE THE TERMS AND CONDITIONS OF THE BROADBAND SERVICE PLAN AND, AS SUCH, THE PARTIES UNDERSTAND AND AGREE THAT THEY SHALL CONTINUE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE EXISTING SERVICE AGREEMENT. THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE AGREEMENT AND UNDERSTANDING BETWEEN PST AND CUSTOMER CONCERNING THE PROVISION OF THE BROADBAND SERVICE PLAN AND SUPERSEDES ANY AND ALL PRIOR AND/OR CONTEMPORANEOUS ORAL AND/OR WRITTEN REPRESENTATIONS CONCERNING THE MAINTENANCE AND REPAIR OF CUSTOMER'S INSIDE WIRE.