CalTel Agreement for Internet Services

CalTel Connections dba CalTel offers Internet access service ("Service") to customers in accordance with the terms and conditions of this Agreement ("Agreement"). CalTel reserves the unilateral right to amend this Agreement. You should read this Agreement periodically to review the then-current terms and conditions because they are binding on you. By establishing an account and using the Service you agree to be bound by this Agreement. Amendments to this Agreement shall be automatically effective upon posting on the CalTel website. Your continued use of the Service following the posting of any amendment will indicate your acceptance to the amended terms and conditions. If any amendment to this Agreement is unacceptable to you, you may terminate your account as provided in Section 11 below. If you do not accept the terms and conditions of this Agreement, do not use the Service. CalTel cannot be responsible for, nor can we control the content or reliability of any information on the Internet itself. By using the Service, you agree to abide by the terms and conditions of service as prescribed in this Agreement and as amended from time to time in the manner described above.

1. BILLING POLICY: Customers are billed on the 1st of each month for the previous month of service payable upon receipt. Checks should be made payable to: CalTel. Accounts not paid in full are subject to a service interruption.

a. HIGH-SPEED INTERNET SERVICE (HSIS): CalTel offers HSIS as a Best Achievable Rate Service. Best Achievable Rate includes, but is not limited to, the bandwidth available for a customer's use. Monthly service charges do not include modem costs unless under lease program and does not include cost of an ethernet card. There is a $27.00 reconnect fee to reactivate a temporary lockout for non-payment of HSIS, not to include disconnected service. Cancellation of HSIS for any reason within the first 6 months will result in a $25 cancellation charge. A move to a new physical address will re-initiate the 6 month term. Cancellation of phone service for any reason, including non-payment will automatically cancel HSIS.

b. WIRELESS HIGH-SPEED INTERNET SERVICE(WHSIS): CalTel offers WHSIS as a Best Achievable Rate Service. Best Achievable Rate includes, but is not limited to, the bandwidth available for a customer's use. Monthly service charges do not include antenna, wireless router or Ethernet card.

2. TERMINATION: CalTel, without prejudice to any of its other rights or remedies, may terminate or suspend Customer's Account and this Service Agreement and delete all data, files, or other information stored in the Account if, with respect to Customer's Account, CalTel's policies and conditions of service are not followed, or payments are delinquent.

3. CUSTOMER USE:

a. CalTel's Service may only be used for lawful purposes.

b. You agree that you will not use any device, software, or routine to interfere or attempt to interfere with the proper operation of the Service. You may not take any action which imposes an unreasonable or disproportionately large load on CalTel's infrastructure. Security probing or security breaking tools are not allowed on any CalTel owned system.

c. You agree not to use CalTel's Service to act as a provider of Internet services to others. Re-selling of data space on CalTel's servers by customers is strictly prohibited. A website or server directory is available to you with the expectation that it will be used by you or authorized members of your household and server space may not be re-sold to third-parties without CalTel's express written consent.

d. Use of robots, services, or any automated software or device to initiate an unattended connection to CalTel or to maintain an open unattended connection to CalTel is not allowed. Use of such software or devices constitutes a violation of the terms of use and grounds for immediate termination of Service.

e. You are allocated 5MB of disk space for your home directory/web/FTP space.

f. You may make whatever material you like available for FTP or WWW as long as it is in compliance with this Agreement and it does not generate traffic in excess of limits specified by CalTel. If your Internet site requires large amounts of bandwidth, we reserve the right to restrict access to your site for such period as we deem necessary to maintain availability of bandwidth for all users. Similarly, your actions/processes may not consume an unreasonable amount of system resources/CPU cycles.

4. ACCEPTABLE USE POLICY: The following are violations of CalTel's policies:

a. Using a personal account for high volume or commercial use;

b. Using any account to host pornographic material;

c. Unchecked email that is six months old or accounts over the quota (100 MB or 2,500 messages) may be subject to selective mail deletion at CalTel's discretion;

d. May not host a mail exchanger without written consent;

e. Exceeding 5 MB of web space for your home account;

f. Revealing your account password to others or allowing others to use your account (other than authorized users in your household); or

g. Downloading or offering for download, any copyrighted material without written permission from the copyright owner.

5. CUSTOMER CONDUCT:

By posting information in or otherwise using any interactive communications service that may be available to you on or through the Service or this website, including without limitation chat rooms, message boards, or newsgroups, you agree that you will not store, post, transmit, display, or otherwise distribute, or facilitate distribution of any content that is:

a. unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, or vulgar;

b. victimizes, harasses, degrades, or intimidates an individual or group of individuals;

c. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;

d. constitutes unauthorized or unsolicited advertising, junk or bulk e-mail, chain letters, or any other form of unauthorized solicitation;

e. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

f. impersonates any person or entity.

6. PRIVACY AND SECURITY:

a. While CalTel will take all commercially reasonable steps to keep your personal information private, you should not consider any communication to be protected or confidential.

b. Any information you disclose in interactive communications services become public information and you should exercise caution when deciding to disclose your personal information over the Internet.

c. You must notify CalTel immediately of any unauthorized use of your account or of any breach of security, whether known or suspected.

7. NO CONTROL OVER CONTENT:

a. You acknowledge that CalTel has no control over the content of information, products, or services passing through CalTel equipment or facilities. Acquisition or procurement of information, products, or services through the facilities or services of CalTel occurs solely at your risk and CalTel expressly disclaims any responsibility for claims, losses, liabilities, or damages which any person or entity alleges arises from obtaining or disseminating such information, products, or services.

8. NO WARRANTY:

a. You understand and agree that temporary service interruptions may occur as normal events in the provision of the Service. You further understand that CalTel has no control over third-party networks you may access while using the Service, and therefore, delays and disruption of other network transmissions are completely outside of CalTel's control.

b. You assume total responsibility and risk for your use of the software, service and internet. All materials, information, software, products, and services included in or available through CalTel are “as is” and “as available” for your personal use, without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchandisability, fitness for a particular purpose, non-infringement, or arising from course of dealing or course of performance.

c. CalTel, its’ affiliates, and third-parties who contribute to the Service do not warrant that the software and service reliable or free of viruses or other harmful components; that the Services will be available at any particular time or location; or that any defects or errors will be corrected.

d. CalTel makes no warranty as to the accuracy or reliability of any information obtained through the Service. You understand and agree that any material and/or data downloaded, or otherwise obtained, through the use of the Service is done at your own risk, and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

e. CalTel does not endorse, warrant, or guarantee any product or service, and will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

9. LIMITATION OF LIABILITY:

a. Under no circumstances shall CalTel, its’ affiliates, or third-parties who contribute to the service be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use, the Service. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if CalTel has been advised of the possibility of such damage (including but not limited to lost profits, lost data, lost savings, interruption of business, or by reason of mistakes, interruptions, delays, errors, defects in service, or faulty or misdirected transmission). Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, CalTel’s liability in such jurisdictions shall be limited to the extent permitted by law.

b. CalTel's maximum liability to you or anyone using your account for any and all damage, loss, or liability of any kind, including without limitation CalTel's negligence, shall be limited to the total amount you paid for the Service during the six-month period preceding the claim.

10. INDEMNITY:

Upon CalTel's request, you agree to indemnify, defend, through attorneys reasonably acceptable to CalTel, and hold CalTel, its’ officers, agents, and employees harmless from and against all claims, damages, losses, proceedings, liabilities, judgments, settlements, costs, or expenses (including reasonable attorneys' fees, fines, and penalties) of every kind and character that arise from your breach of any term or condition of this Agreement.

11. TERMINATION:

a. You may terminate your account by written request to CalTel. CalTel will terminate your account promptly upon receipt of your termination request.

b. CalTel reserves the right to determine, at its sole discretion, whether your use of the Service is consistent with the letter and spirit of this Agreement. CalTel further reserves the right to deny or terminate your access to the Service, with or without cause, effective immediately and without notice.

c. Termination of your account does not make CalTel responsible for costs associated with other services you may have signed up for with CalTel or third parties on the Internet. You are responsible for canceling any additional services.

12. GOVERNING LAW:

a. If any part of this Agreement is held invalid or unenforceable, that portion must be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions remain in full force and effect.

b. The laws of the State of California, excluding its conflicts of laws rules, govern this Agreement and your account. You agree and expressly consent to the exercise of personal jurisdiction in the State of California in connection with any dispute or claim relating to or arising out of this Agreement. You further agree that exclusive jurisdiction for any dispute or claim relating to or arising out of this Agreement resides in the Calaveras County, California courts.

c. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

13. ENTIRETY OF AGREEMENT:

This Agreement comprises the entire agreement between you and CalTel, superseding any prior agreements with respect to its subject matter.

14. GENERAL:

You represent and warrant that you are 18 years of age or older, that you have read this Agreement, and you accept and agree to this Agreement.

A. Internet Service Information

Customer Name/Number: _____

Account Login Name: _____ **@caltel.com** | **Password:**

Your login name will be your email. No spaces, special characters or offensive language permitted. **Login** name must start with a letter (a-z). Cannot end with a "." (period). Consist of 2-14 characters. Login must not contain capital letters. **Passwords** may not contain username or the word pass or password. Consist of 6-20 characters, mixed-case. Password must contain at least one numerical digit. Allowable special characters %~.!#$^*_-=+?

High-Speed Internet Line Nbr: _____

Fiber Areas Only (Symmetrical Speeds)

- ☐ **Work Hard, Game Harder (1 GIG Mbps) - $140/mo ($117.95/mo w/ phone)**
- ☐ **Home on the Go (500 Mbps) - $120/mo ($87.95/mo w/ phone)**
- ☐ **Work, Play, Stream (250 Mbps) - $100/mo ($77.95/mo w/ phone)**
- ☐ **The Simpler Life (100mbps) - $80/mo ($57.95/mo w/ phone)**

Non-Fiber Areas Only

- ☐ **Connect, Play Stream (up to 100/20 mbps) - $100/mo ($77.95/mo w/ phone)**
- ☐ **Daily Scroll Life (up to 50/5 Mbps) - $80/mo ($57.95/mo w/ phone)**

Prices with phone do not include FCC subscriber line charge, and other taxes or surcharges

B. Internet Equipment (please choose one)

- ☐ $9.95/Router Lease ** fiber areas
- ☐ $9.95 Router/Modem combo ** dsl areas
- ☐ ICPR (Customer Provides Router) **fiber areas
- ☐ $4.95 Bonded Modem/ICPR **dsl areas

The equipment lease plan covers parts and labor for any mechanical or electrical failure of the equipment. Failure includes defects in workmanship, materials, and power surge coverage not covered by other warranty programs. ***The equipment leased remains property of CalTel throughout the term of the service. Customer will be charged for equipment at termination and have 15 days to return equipment in good working condition for full credit. Customer will be charged for damaged and/or un-returned leased equipment.***

C. Internet Services Agreement

I represent and warrant that I am 18 years of age or older, I acknowledge receipt and have read and agree to "CalTel Agreement for Internet Services": Initials_____

Customer signifies acceptance of the terms of this contract by signing in the space provided:

Applicant's Signature _____ **Date:** _____

Co Applicant's Signature _____ **Date:** _____