

TERMS AND CONDITIONS OF AGREEMENT

The customer named on the opposite side of this page ("Customer"), in consideration of the provision of dial tone services by Baca Valley Telephone Company, Inc. ("Provider") agrees to the following:

1. **Customer acknowledges and agrees that the Provider's responsibility hereunder is limited to providing Customer with access to dial tone subject to the terms and conditions of this Agreement, and that Provider has no responsibility for:**
 - 1.1 **Calls which may be received by Customer**, including solicitation calls or offensive harassing calls;
 - 1.2 **The capacity or general suitability of Customer's equipment** for use of the dial tone provided;
 - 1.3 **Maintenance of or troubleshooting telephone equipment** used by Customer to access dial tone, other than lines or other facilities by which dial tone is made available to Customer;
 - 1.4 **Any consequence of Customer's use of the dial tone**, including use which violates or may violate the law or rights of other persons;
 - 1.5 **Any damages which customer may suffer** by inability to access dial tone;
 - 1.6 **Interruption of dial tone services** whether caused by Provider or by sources not within control of Provider;Customer waives any claim against the Provider for any loss or damages arising from any of the foregoing, including foreseeable, unforeseeable, special, incidental or consequential damages.
2. **THE CUSTOMER ACKNOWLEDGES THAT THERE ARE NO TERMS, CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED AS TO THE QUALITY, FITNESS, CAPACITY OR OTHERWISE WITH RESPECT TO PROVIDER'S AGREEMENT TO PROVIDE TELEPHONE SERVICE. THE CUSTOMER ACKNOWLEDGES THAT THE PROVIDER HAS MADE NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. CUSTOMER WAIVES ALL WARRANTIES, AND ACKNOWLEDGES PROVIDER'S DISCLAIMERS OF ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PROVISION OF TELEPHONE SERVICE AS TO THE QUALITY, FITNESS, CAPACITY, OR MERCHANTABILITY OF SUCH TELEPHONE SERVICE.**
3. **This Agreement constitutes the entire Agreement** between the parties hereto, and the Provider is not liable nor bound in any manner by expressed or implied warranties, guarantees, promises, statements, representations or information pertaining to the subject matter of the Agreement or any other matter whatsoever made or furnished by any person, the Provider or otherwise, unless such warranties, guarantees, promises, statements, representations or information are expressly and specifically set forth in the Agreement.
4. **Customer agrees to abide by all local, state, federal and international law** which is or may be applicable to use of the dial tone. The Customer agrees to hold the Provider harmless, and indemnify Provider, from any and all attorney's fees, liability, loss, damage, costs, injury, expense, obligation, claim, demand or pretension arising out of the customer's use of the dial tone.
5. **Customer agrees to pay Provider for Customer's use of telephone service** provided in accordance with Provider's current use rate schedule. Provider may increase or decrease such rates at any time, and Customer agrees to pay in accordance with such changed rate schedule following notice thereof unless Customer terminates this Agreement and use at the time of receiving such notice. Invoices will be mailed to Customer on or about the first day of the month for service for the ensuing month, in advance. Customer agrees to pay invoices on or before the 15th of the month in which such invoice is received. Billing commences on the day services are activated and will be pro-rated for the first month based upon the date which service commences, without regard to use or non-use of service. After the 30 day minimum contract period service shall continue until either Customer or Provider notifies the other of termination of the Agreement. Termination does not release the Customer from the obligation to pay for service provided prior to the date of termination. Past due Customer fees shall accrue interest at the rate of up to 24% per annum. In the event Provider uses an attorney or collection agency to collect past due fees or in connection with any issue arising under this Agreement, Provider shall be entitled to recover from Customer all fees and collection costs incurred by Provider.
6. **This Agreement is subject to local, state and federal laws**, and shall be deemed amended thereby, including any future amendments to such laws.
7. **After the 30 day minimum contract period this Agreement may be terminated by either Customer or Provider at any time** for any reason, including but not limited to violation of this Agreement, or no reason, subject only to applicable state and federal law governing disconnection.

STATEMENT OF NONDISCRIMINATION

Baca Valley Telephone Co., Inc. is the recipient of Federal financial assistance from the U.S. Department of Agriculture, and is subject to the provisions of Title VI of the Civil Rights Act of 1964, as amended, Sections 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the rules and regulations of the U.S. Department of Agriculture. In accordance with Federal law and the U.S. Department of Agriculture's policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religion, age, or disability (not all prohibited bases apply to all programs). The person responsible for coordinating this organization's nondiscrimination compliance efforts is Paul J. Briesh, Jr. Manager. Any individual, or specific class of individuals, who feels that this organization has subjected them to discrimination may obtain additional information on the above statutes and regulations from USDA. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call (800) 795-3272 or (202) 720.5964 (TDD). Complaints must be filed within 180 days after the alleged discrimination. Confidentiality will be maintained to the extent possible. USDA is an equal opportunity provider and employer.