

1. AGREEMENT.

This is an agreement between Huxley Communications Cooperative ("HCC") and you to provide HCC Internet Service ("the Service"). By establishing an account or using the Service or equipment, you agree to be bound by this Agreement and to use the Service in compliance with HCC's Acceptable Use Policy which is available on our website at www.huxcomm.net.

2. PASSWORDS.

Each Huxcomm internet account has a password that is the key to gain access to the account. The customer who registered the account is solely responsible for all access and actions taken with regard to the account. It is the account owner's responsibility to safeguard the account password and to ensure that Huxcomm Acceptable Use Policies are honored. Huxcomm will hold the account owner responsible for any violations of the Acceptable Use Policies.

3. TERM.

The term of this Agreement is for an initial term of twelve (12) months. This Agreement will automatically renew on a month-to-month basis after the end of the initial term unless you notify HCC in writing at least thirty (30) days in advance of your intent to cancel the Service. HCC reserves the right to change the price of the Service at any time with 30 days notice. Prices for other HCC services may change at any time upon 30 days notice. Current rates may be obtained by calling 800-231-4922 or 515-597-2281.

4. THE SERVICE.

The Service can vary depending on location, line quality, Internet traffic, CPU speed, operating system configuration and other factors beyond the control of HCC. HCC provides the service on a "best effort" standard and does not guarantee upload or download speeds.

5. CANCELLATION.

If you are dissatisfied with the Service or any related terms, conditions, rules, policies guidelines, or practices, your sole remedy is to discontinue using the Service, cancel your account, and pay any cancellation fees that apply. Termination of the service does not release you from liability for charges due under this Agreement. To cancel the Service you must call 800-231-4922 or 515-597-2281 or you may write to Huxley Communications Cooperative at P. O. Box 36, Huxley, IA 50124. You may also notify us in person at 102 N. Main Avenue in Huxley or send an email to huxtel@huxcomm.net. Cancellation will be effective at the end of the current billing period in which notice of cancellation is received. Upon cancellation, email service will be terminated and all data and files stored on HCC services will be deleted. HCC may terminate this Agreement, your password, your account, or your use of the Services for any reason, including, without limitation, if HCC, in its sole discretion, believes you have violated this Term of Services Agreement, the Acceptable Use Policy or you fail to pay any charges when due. Termination notice will be by email or U.S. Mail to the address you provided for the Service. All notices to you shall be deemed effective on the first (1st) day following the date of the email or on fourth (4th) day following the date of the mailing. Sections 1, 5, 7, 8, 9 and 10 of this Agreement shall survive termination of this Agreement.

6. PAYMENT.

Payment is due as specified on the monthly invoice. Failure to pay bill when due may result in suspension or disconnection of service. A service fee may be required to re-establish suspended service. You are responsible for any charges to your account. Questions regarding charges to an account should be directed

to HCC Customer Service Department at 515-597-2281 or 800-231-4922. All charges are considered valid unless disputed in writing within sixty (60) days of the billing date. Adjustments will not be made for charges that are more than 60 days old. Payments not received by the due date on the invoice are subject to a late payment charge.

7. MONITORING THE SERVICES.

HCC has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if HCC, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or to protect itself and its subscribers. HCC may immediately remove your material or information from HCC's servers, in whole or in part, which HCC, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

8. DISCLAIMER.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HCC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. HCC MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH HCC OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY HCC OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. HCC AND ITS EMPLOYEES, OFFICERS AND DIRECTORS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

9. INDEMNIFICATION.

You agree to indemnify, defend and hold harmless HCC, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of our Acceptable Use Policy by you. Each of these individuals or entities shall have the right to assert and enforce the provisions directly against you on its own behalf.

10. JURISDICTION.

This Agreement is governed by and interpreted in accordance with the laws of the State of Iowa and any applicable Federal laws. The courts of the Judicial District of Story County, Iowa shall have exclusive jurisdiction with respect to any proceeding in connection with this Agreement.

11. MISCELLANEOUS.

This Agreement, the Acceptable Use Policy, and HCC's other agreements and policies posted on HCC's Web site constitute the entire agreement between you and HCC with respect to your use of the Service. HCC may revise, amend or modify the Agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on HCC's Web site www.huxcomm.net and/or by email and/or our various publications and mailings to you. Any revisions, amendments or modifications must be made in writing and authorized by HCC's General Manager. No changes to our Agreements and policies may be made without written and signed authorization from HCC's General Manager. Your use of our Service constitutes your continued acceptance of our Agreements and policies. If any provision of our Agreements and policies are found to be unenforceable or invalid, the remaining provisions shall be enforceable and valid to the greatest extent permitted by law.