

This Subscriber Agreement ("Agreement") is made between the Subscriber and Total Customer Services, Inc. dba Total CSI ("Provider") for the provision and use of Internet services and/or products ("Service").

1. **THE SUBSCRIBER:** The "Subscriber" must be 18 years of age, legally able to enter into contracts, and is responsible for the Subscriber Account. Subscriber shall supervise and is responsible for any use of the Service by other users of the account. Subscriber shall pay all fees, taxes, charges, and other expenses incurred in connection with the account. Subscriber is responsible for any networking of computers beyond the point of interconnection with Total CSI or its affiliates.
2. **THE SERVICE:** The service consists of the transmission of high-speed data communications via "DSL". The service currently excludes Business Rate services unless so noted on reverse side of this agreement. The Service may contain material that is unsuitable for minors. Subscriber is expressly prohibited from the resale of the Service to any third party. Total CSI is not responsible for any material as may be transmitted or received in the use of the Service. DSL is sold on a per location basis.
3. **CHANGES TO THE SERVICE:** Provider may at any time change this Agreement, including pricing, billing terms, discontinuance of, addition to or revisions of any aspect to the Service at its sole discretion without notice. In the event that Provider changes this agreement, Service or related pricing or billing terms, Subscriber may immediately terminate this Agreement. Use of the Service after any change constitutes acceptance of such change.
4. **TERM:** This Agreement is for a term of one (1) month (BILLED IN ADVANCE) and shall automatically renew until terminated in accordance with this Agreement. The Subscriber may terminate this Agreement upon Thirty (30) days written notice to Provider. A cancellation fee may apply. Termination after installation procedures have commenced may result in the forfeit of all or part of the advance payment or deposit(s). Provider may in its sole discretion terminate this agreement at any time. In the event that Provider terminates this Agreement for reasons other than breach of Agreement, the Provider shall provide 30 days written notice to Subscriber. Subscriber is liable under this Agreement for all fees and charges until such time as the Agreement has been terminated.
5. **FEES AND PAYMENT:** Subscriber shall pay all taxes, fees, charges, and other amounts for the Service at the rates in effect for the current billing period. Provider shall make available to the Subscriber, either on its own or through a third party, a statement for each billing cycle showing payments, credit purchases, and other charges as may apply. Payment is due in full each month. Payments not received before the next statement, may result in interest on the delinquent balance at the rate of three percent (3%) per month in Kansas and one and one-half percent (1 ½ %) per month in Oklahoma, prorated on a daily basis. Credit amounts shall not accrue interest. Subscriber shall pay the reasonable costs of any collection agency, attorney, or court as may be used by Provider to collect past due amounts or to enforce this Agreement. A reactivation fee or deposit may be required before Service is reactivated after termination. Provider may sell, assign, or transfer Subscriber's account to a third party without notice to Subscriber. In the absence of notice, Subscriber must continue to make all required payments to Provider in accordance with Subscriber's billing statement.
6. **FAIR ACCESS POLICY:** To facilitate equal Internet access for all subscribers, the Service may be subject to a running average fair access policy. Fair access establishes an equitable balance in Internet access for all customers regardless of their frequency of traffic usage. To ensure this equity, Subscriber may experience some temporary throughput limitations. Internet access is not guaranteed. Speeds listed are up-to speeds and are not a guarantee of actual upload or download speed.
7. **SOFTWARE LICENSE:** Provider grants to Subscriber a personal, non-exclusive, non-assignable and non-transferable license to use and display software that may be provided by or on their behalf for the purpose of accessing the Service ("Software"). Unauthorized copying of the software is expressly forbidden. Subscriber may not sublicense, assign, or transfer the license or the Software.
8. **COPYRIGHTS AND LICENSES:** The content of the Service is protected under applicable copyright law. All copying, modification, distribution, publication, or other use by Subscriber, or by any user of Subscriber's account, of any such content is prohibited, except as expressly permitted by the holder of the applicable copyrights.
9. **ENDORSEMENT:** Provider does not recommend that Subscriber rely upon any content made available through the Service without appropriate verification.
10. **USE OF INFORMATION:** Information generated by provider in connection with the administration of the Service shall be the exclusive property of Provider. Except to the extent prohibited by applicable law. Provider may distribute, loan, sell, or otherwise share information concerning descriptive or related data which do not rely on providing to recipients the identity of any particular subscriber or user of the Service. Provider may provide information, to courts, law enforcement agencies, and others involved in prosecuting claims or investigations for conduct alleged to be illegal, or to violate or threaten the rights of any person or entity as provided by law. Subscriber's communications with Provider may be monitored for quality control and other reasonable business purposes.
11. **SUBSCRIBER CONDUCT:** Subscriber shall comply with all laws, rules, regulations, and legal obligations related to the Service and with all acceptable use policies and procedures established from time to time by Provider. Subscriber shall not use the service to conduct any business or activity, or to solicit the performance of any activity, which is prohibited by any law, rule, regulation, or legal obligation (including but not limited to unauthorized interception of e-mail, "spamming", "phishing", etc).
12. **SUBSCRIBER EQUIPMENT:** Subscriber shall maintain and operate suitable and fully compatible terminal equipment and communication devices required to access Service. *Provider makes no representation or warranties, either express or implied, regarding such Subscriber Equipment. Limited Warranties may be available.*
13. **MODEM MAINTENANCE:** For a monthly fee, Modem Maintenance is available. This will cover the DSL modem provided for use with this Service only. At no time does this warranty cover any other equipment. Subscriber is responsible for the proper handling and maintenance of the modem. Modem Maintenance does not cover misuse, as determined at the sole discretion of Provider, or acts of God (i.e. Lightning).
14. **DISCLAIMER OF WARRANTIES:** *Access to the service is not guaranteed. 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 speed, warranties of title or implied warranties of merchantability or fitness for a particular purpose or otherwise.* Provider does not provide guarantee or warranty for any acts of God, equipment, software, hardware, etc. except as is expressly described in this Agreement. Total CSI does not guarantee the compatibility of its service with any software, including but not limited to the operating software of computers.
15. **LIMITATION OF LIABILITY:** *Provider, Affiliates, any information or content providers, service providers, licensors, employees or agents shall not be liable for any direct, indirect, incidental, special, punitive or consequential damages arising out of subscriber's use of the service or inability to use the service or any breach of any representation or warranty. In any event, liability shall not exceed the total amount actually paid by subscriber for one (1) month's service.*
16. **INDEMNITY:** Subscriber assumes all risk liability associated for any use of the Service. Subscriber agrees to indemnify provider against all claims, liability, damages, costs, and expenses, including but not limited to reasonable attorney's fees, arising out of or related to the use of the Service.
17. **THIRD PARTY BENEFICIARIES:** The provision of Section 12, 13, 14, and 15 are for the benefit of the Provider and its respective contractors, affiliates, information or content providers, service providers, licensors, employees and agents, and each shall have the right to assert and enforce such provisions directly on its own behalf.
18. **CUSTOMER CARE:** Subscriber may direct all inquiries and service related issues to Provider at 918-535-2208, or e-mail support@totelcsi.com.
19. **APPLICABLE LAWS:** The laws of the State of Oklahoma, excluding its conflicts of law provisions, shall govern this agreement. Any cause of action of Subscriber, or by users of Subscriber's account, with respect to the Service or this Agreement, must be instituted within one year of claim. This is a contract for services and not goods.
20. **MISCELLANEOUS:** This Agreement and any additional documents referred to in this Agreement constitute the entire and only agreement with respect to the subject matter and are applicable to Subscriber and all users of Subscriber's account. It supersedes all representations, agreements and other communications with respect to the subject matter except as expressly set forth in this document. Provider may amend it at any time, unless otherwise agreed upon by the Provider and Subscriber in writing. Neither the course of conduct between the parties nor trade practice shall modify the provisions of this Agreement. If any term of this Agreement is deemed to be invalid, illegal, or unenforceable, that portion of the Agreement shall be deemed null and void notwithstanding, the remainder of the Agreement shall remain intact and full force. Provider may authorize or allow its contractors or other third parties to provide services necessary or related to performance under this Agreement and may collect payment on their behalf. Notice under this Agreement may be made by any reasonable means, including but not limited to, email, postal service, or publication.