**I.HIGH SPEED INTERNET**

**a) HIGH SPEED INTERNET WAIVER**
I acknowledge that Internet access may be vulnerable to system sabotage, including but not limited to hackers, impersonators, viruses, and denial-of-service attacks. I also acknowledge and agree that LEACO does not take responsibility for any damage to my network or other operations resulting from any vulnerability caused by my failure to purchase network security. I agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information I transmit over the Internet. LEACO is not responsible for invalid destinations, transmission errors, or corruption, interception or security of my data. Search content will not be filtered by LEACO. LEACO cannot be held liable for the content which is being searched.

**b) NEW SERVICE INSTALLATIONS**
The connection fee for New Installations is an aid-to-construction charge to recover costs incurred in providing fiber optic services. Generally, the monthly recurring service charge includes the terminal equipment and the installation of fiber loops with a drop no more than 500 ft. from the backbone into the customer location. For each project requiring facilities beyond that range, an estimate will be generated for the Customer. Company will accept payment of the full amount either in the form of a one-time, nonrecurring charge or as a monthly recurring charge in addition to the service charge.

**c) BANDWIDTH RESTRICTION ON HIGH SPEED INTERNET USE**
I acknowledge that I will be in breach of this Agreement if I use the LEACO High Speed Internet service account for high volume data transfers including in particular but without limitation sustained high volume data transfers or use the LEACO High Speed Internet service account to host a server.

I acknowledge and agree that what constitutes “high volume” for purposes of this agreement is within the sole reasonable discretion of LEACO; provided that in no event shall my bandwidth usage exceed two times the average use of a LEACO High Speed Internet service customer for data transfers per month.

I acknowledge and agree that if I exceed my traffic allowance, I will be disconnected.

**d) NOTE TO CUSTOMER:**
LEACO installation is to the demarcation point. Installation does not include pre-existing inside wiring. Customer will incur labor charges and/or service order charges if LEACO performs on-premise or central office work to restore High Speed Internet service due to change of physical location or if service is disconnected for non-payment. Additional services may be available from LEACO personnel in regards to Customer owned computer and networking equipment, however, all services provided in these areas will be subject to an additional customer charge. LEACO will assume no liability when working on non LEACO equipment. For a detailed description and price list of services available, contact a LEACO representative or view the LEACO website at www.leaco.net

**e) EQUIPMENT LIMITED WARRANTY**
If any equipment supplied by LEACO pursuant to this agreement is found to be defective in material or workmanship during the contract term commitment, then any such equipment will be repaired or replaced at LEACO option with comparable new or refurbished replacement equipment. Labor and material required to repair or replace such defective equipment will be free of charge during the term of the commitment.

This limited warranty does not apply to: a) damage resulting from accidents, acts of God, alteration, misuse, tampering or abuse; b) failure of the Customer to properly follow operation instructions provided at the time of installation or at a later date; and c) trouble due to interruption of commercial power.

The foregoing limited warranty is in lieu of all other warranties, express or implied, including but not limited to, any implied warranties of merchantability or fitness for a particular purpose. No agent, employee or representative of LEACO nor any other person is authorized to modify this warranty in any respect. This warranty gives you specific legal rights and you may also have other rights, which vary from state to state.

**f) DATA MANAGEMENT AND SECURITY**
LEACO STRONGLY RECOMMENDS USE OF COMMERCIAL ANTI-VIRUS AND FIREWALL SOFTWARE. You are responsible for the management and security of your data, including without limitation backing up and restoring your data, managing file and print sharing, implementing procedures for accuracy of data and its transmission and implementing security such as anti-virus and firewalIs. LEACO is not responsible or liable for the management or security of your data, including without limitation loss of your data or back-up or restoration of your data, regardless of whether your data is maintained on LEACO servers or your computer or server.

**II. TECHNICAL SUPPORT**

I, the Customer, grant permission to LEACO to enter upon my premises if necessary to perform the services to the equipment as agreed herein.

All LEACO technical support will be provided only for the Modem or installation. LEACO does not guarantee to provide free technical support for any Modems or Routers not provided by LEACO. LEACO is not responsible for any hardware or software conflicts that may arise due to Customer use of incompatible Modems, Routers or equipment installed beyond the Modem or Router.

**IV. GENERAL TERMS AND CONDITIONS**

1. **General**.

These Terms and Conditions, as well as LEACO Acceptable Use Policy and other service policies to the extent that they govern use of LEACO’s Internet service are incorporated herein, and are a part of, the Service Agreement entered into between LEACO (“Company”) and the person or entity who makes use of Company’s Internet services and / or products (“Customer”) and is subject to acceptance by Company. Customer’s acceptance is limited to the terms and conditions of this offer. No additions or subtractions by Customer are acceptable unless and until expressly and mutually agreed upon in writing.

1. **Provision of Service**.

Company shall provide and Customer shall accept Internet Service (all Internet related services provided by Company offered herein and hereinafter defined as “Service” or “Internet Service”) at the applicable rates and charges, subject to the terms and conditions specified in this agreement. Company shall provide Customer with an Internet access account ID(s) and phone number(s) by which Customer may use Company’s Internet system. Customer shall not have any proprietary right to the access account ID(s) and phone numbers(s) provided to it by Company. Except as otherwise agreed by Company in writing, Company reserves the right to revise, in its sole discretion, the rates, terms, and conditions of its agreement with Customer upon at least 30 days’ written notice to Customer, such notice to be given at least 30 days’ prior to the end of the then-current contract term. Customer agrees to pay for Service pursuant to such revised rates, terms, and conditions, unless Customer terminates this agreement in accordance with the terms and conditions of this agreement. Company reserves the right to assign, designate or change access account ID(s) and access phone number(s) when, in its sole discretion, such assignment designation or change is reasonable or necessary in the conduct of its business. Service is subject to transmission limitations caused by atmospheric, topographical and any other like conditions. Additionally, Service may be temporarily refused, limited, interrupted or curtailed due to government, regulations or orders, system capacity limitations, limitations imposed by an underlying communications carrier, or because equipment modifications, upgrades, repairs or reallocations or other similar activities necessary or proper for the operation or improvement of Company’s Internet system.

1. **Changes to Service or this Agreement**.

LEACO is not obligated to give you notice of changes to this Agreement before it becomes effective. You should review the Agreement at the time it becomes effective for you. Subject to any applicable rules or laws, LEACO may:
(a) at any time, effective upon posting to www.leaco.net or any written notice to you, including e-mail: (i) stop offering the Service and/or leased Equipment, (ii) modify the Service and/or any of the provisions of this Service Agreement, and/or (iii) monthly reduce recurring charges (MRC) or nonrecurring charges (NRC). Please check such Web site and your e-mail regularly for changes;

(**b**) **upon 20 days’ notice to you**: (I) increase MRCs or NRCs; (ii) change this Service Agreement or the Service in a way that directly results in a material and adverse economic impact to you. LEACO may reduce the foregoing notice period where commercially reasonable and/or if such increase is based upon Legislative or Regulatory Action.

Your continued use of the Service and/or Equipment constitutes acceptance of those changes. You must immediately stop using the Service and Equipment and cancel your Service if you do not agree with the changes. Any changes you make or other terms you add to this Service Agreement, or propose in any other documents, written or electronic, are void.

1. **Availability**.

Service may not be available in all areas or at the rates or speeds generally marketed. The speed(s) available at your location are identified during the ordering process. Service speeds are not guaranteed and LEACO will provision your line at the maximum speed it qualifies for within the speed range of the Service you selected. Your location may subsequently be eligible for additional speed options; provided that you will be charged a speed change charge for any speed change. Additionally, some Services may not be supported for all speeds in all areas and, if you change speed you may no longer be able to utilize the Service you originally selected. Availability of service depends on availability and limits of LEACO facilities. Service will not be provided using unsuitable facilities. Service is offered only to location(s) qualified by LEACO Service qualification procedures. Some Service locations may not qualify for the Service even if initial tests qualified as such. Speed and availability of Service are not guaranteed and may be limited by a variety of factors including but not limited to the physical condition of your wiring at your location, your service location, qualifications, computer performance/configuration and network/Internet congestion. Service is provided on a per-line basis, and the actual throughput and connection speed of your Service depends on a number of factors such as Internet traffic and congestion or bandwidth, viruses or spyware, server speed of the websites you connect to, traffic congestion on your home network or corporate LAN, and Windows PC settings in addition to the factors listed above. Uninterrupted or error-free Service is not guaranteed and LEACO may limit speeds.

**5**. **Use of Service and Equipment**.

Service and equipment are furnished for use by Customer for any lawful purpose. Customer warrants Customer is at least 18 years old.

**6. Customer Service Requests in Writing**.

Applications, including activation, a change or discontinuance of Service, will be accepted only from Customer in writing via facsimile transmission, or via US mail.

**7. LIMITATION OF COMPANY’S LIABILITY.**

Customer understands that alternative and competing internet communications carriers are available to Customer; occasional interruption or irregularities in the service may occur; any potential harm from interruptions or irregularities in the service is speculative in nature; Company cannot offer the service at rates which reflect its value to each customer; and Company assumes no responsibility other than that contained in this agreement. Accordingly, Customer agrees that except as limited by law, Company’s sole liability for loss or damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in the service or transmission of service provided by Company or any underlying communications carrier, or for losses or damages arising out of the failure of Company or any underlying communications carrier.

**8. DISCLAIMER OF WARRANTIES AND LIMITATION OF REMEDIES.**

(a) Customer acknowledges and agrees that Company is not the manufacturer of equipment and Internet package software, and Company hereby disclaims all representations and warranties, direct or indirect, express or implied, written or oral, in connection with the equipment or service or Internet package software (whether purchased or leased by Customer from Company or another), including but not limited to any and all express and implied warranties of suitability, durability, merchantability, and fitness for particular purpose. Company to the extent permitted by law assigns to Customer any and all manufacturers’ warranties relating to equipment or Internet package software purchased by Customer, and Customer acknowledges receipt of any and all such manufacturers’ warranties.
(b) Customer acknowledges and agrees that its sole and exclusive remedy in connection with any defects in the equipment or software, including manufacture or design shall be against the manufacturer of the equipment or software under the manufacturer’s warranties and that Company shall have no liability to Customer in any event for any loss, damage, injury, or expense of any kind or nature related directly or indirectly to any equipment or software or service provided hereunder. Without limiting the above, Company shall have no liability or obligation to Customer, in either contract or tort, for special, incidental or consequential damages or economic losses of any kind incurred by Customer directly or indirectly resulting from or related to any equipment or service or software described hereunder, whether or not caused by Company’s negligence, to the full extent same may be disclaimed by law. Any references to equipment or software in this paragraph shall be deemed to apply to all equipment or software purchased by Customer or leased by Customer from Company or another lessor. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above exclusion may not apply. You may also have other legal rights which vary from state to state.

**9. INDEMNIFICATION AND RELEASE.**

Customer agrees to release, defend, indemnify and hold harmless Company, its officers and employees, to the full extent permitted by law from and against any and all claims, damages, liabilities and expenses, including legal and attorney fees, of any nature arising directly or indirectly out of this agreement, including, without limitation, claims for personal injury or wrongful death to Customer or users of the equipment, products or services provided by Company or sued in conjunction with such equipment, products or services provided by Company and arising out of the manufacture, purchase, operation, condition, maintenance, installation, return or use of the equipment or service, or arising by operation of law, whether the claim is based in whole or in part on negligent acts or omissions of Company, its agents or employees.

**10. Operating Rules.**

Customer agrees not to publish on or over the Internet content which violates or infringes upon the rights of any other. If Company is challenged by any third party regarding the suitability of Customer’s content, Company may at Company’s sole discretion delete Customer’s content from the Internet service. Customer agrees not to send unsolicited electronic mail to Company’s subscribers without Company’s explicit written permission for each instance of communication.

**11. Rates, Charges and Payment.**

(a) Rates and Charges. All Service and Equipment is provided to you at the MRCs and NRCs quoted to you during the ordering process and as set forth on [www.leaco.net](http://www.leaco.net) at the time(s) you order Service and/or Equipment. You are responsible for any charges associated with the Service and Equipment, including without limitation Equipment purchase and/or lease charges, monthly Service charges, and charges related to installation or activation, maintenance, delivery, shipping and handling, changes to Service, and Taxes. In the event LEACO offers the ability to pay any of the charges in installment payments over time (“Installment Option”), the aggregate payments under the Installment Option may be greater than the charge(s) paid by customers who pay the total charge(s) in one payment. You will not be eligible for any discounts or promotional offers other than those you qualify for at the time you order qualifying Service and/or Equipment, unless the discount or promotional offer specifically states that existing customers are eligible and in that instance you will receive the discount or promotional offer strictly in accordance with its terms. Customers who move Service or disconnect and reconnect Service may not be eligible for promotional pricing available to new customers. You may only take advantage of one special pricing promotion per Service per account during any twelve-month period.

(b) Payment.

(i) Billing. Charges are billed monthly with MRCs and NRCs billed in advance and usage and governmental charges billed in arrears. You will pay all billed charges by the due date set forth in your billing statement, as well as any Late Charge. You will provide all information necessary for LEACO to provide and bill for the Service and Equipment. You affirm that the information you supply to us is correct and complete and will promptly notify LEACO whenever your personal or billing information changes. If you elect to pay by credit card, you are responsible for directly updating or notifying LEACO of any changes to your credit card (including, but not limited to card number, expiration date, billing address, or card status). You understand that false or incorrect information may result in Service provisioning or delivery delays or the suspension or termination of your Service.

(ii) Payments. Unless otherwise agreed by Company, payment is due to Company upon receipt of the invoice.

(iii) Disputes. The billed rate will continue unless you call us promptly and inform us that the billed monthly rate is not the one quoted to you. You must give LEACO notice of any dispute on your bill. You will be charged a late charge on any amounts withheld that are undisputed or ultimately determined to have been correctly charged. You will pay all LEACO expenses incurred to recover such withheld amounts including attorneys’ fees.

(iv) Deposit. LEACO may reasonably modify the payment terms or require other assurance of payment, including a deposit based on Customers payment history, lack of established credit, or a material and adverse change in Customers financial condition. Refunded deposit amounts will be credited to your account and any credit balance will be refunded. If you make a cash deposit, you will receive interest at the rate required in the state you receive Service, equipment or Software from date LEACO received deposit until date LEACO refunded the deposit.

(v) Method of Payment. LEACO accepts cash, checks, money orders, credit and debits cards. Additionally, LEACO offers online bill pay, automatic credit card and automatic bank draft payment options. You can sign up for automatic payments by completing and returning the autopay authorization form. By signing up for autopay, you authorize LEACO to automatically process your payment for charges that apply to your account. LEACO will automatically process your payment on the 15th of each month for the balance due on your account. If you are enrolled in autopay and LEACO is unable to process your payment for any reason, you may be subject to Service suspension or account termination at LEACO’s discretion. Visit www.leaco.net to sign up for online or autopay services.

**12. Default and Waiver.**

(a) In the event that Customer shall default in the payment when due of any sum due hereunder, or in the event of any default or breach of the terms and/or conditions of this agreement, or if any proceeding in bankruptcy, receivership or insolvency or petition for receivership shall be instituted by or against Customer, Company, at its option, may:
(i) Proceed by appropriate court action or actions to enforce performance by Customer of the applicable covenants and terms of this agreement or to recover damages for the breach thereof; and/or
(ii) Terminate this agreement, whereupon all rights and interests of Customer shall terminate and Customer shall remain liable for all Services provided.
(b) Customer shall pay to Company on demand any and all past due amounts which Company may sustain by reason of such default or breach by Customer, together with all other charges as provided by this agreement, reasonable attorney’s fees incurred by Company in connection with such breach or default by Customer and all other costs and expenses incurred by Company in collecting such amounts. All amounts shall be payable by Customer without set off or deduction of any kind.
(c) The remedies provided in favor of Company in the event of default shall not be deemed to be exclusive but shall be in addition to all other remedies in its favor existing at law.
(d) No failure on the part of Company to exercise any right or remedy arising directly or indirectly under this agreement shall operate as a waiver of any right or remedy it may have nor shall an exercise of any right or remedy by Company preclude any other right or remedy Company may have.
(e) Company reserves the right to terminate service for any reason, including, but not limited to violation of state or federal laws, abusive or offensive behavior, bulk mailing (spamming) or violations of other provisions provided herein.

**13. Assignments.**

Neither this agreement nor Customer’s rights hereunder shall be assignable by Customer except with Company’s prior written consent. The conditions hereof shall bind any permitted successors and assigns of Customer.

**14. Entire Agreement and Governing Law.**

Customer acknowledges that this agreement contains the entire agreement between the parties relating to the services and/or equipment described in this agreement and that Company and its employees have not made orally or in writing any representations, warranties or agreements inconsistent with the terms of this agreement. No modification, change or alteration of any of the terms of this agreement shall be valid unless in writing and signed by Company and Customer except as otherwise proved herein. This agreement supersedes all prior agreements and understandings, both oral and written, with respect to the subject matter hereof. Customer agrees to notify Company within 30 days of any change of Customer’s address. This agreement shall be governed by, construed and enforced in accordance with the laws of the state of New Mexico.

**15. SEVERABLE PROVISIONS.**

If any part of this agreement is contrary to or prohibited by or deemed invalid under applicable laws and regulations of any applicable jurisdiction, the remaining provisions and parts thereof shall remain and be construed in full force and effect to the extent permitted by law.

**16. Company Contact.**
LEACO Rural Telephone Cooperative, Inc.
Office: 575.370.5010
Email: noc@leaco.org

Address: 220 W Broadway St.

 Hobbs, NM 88240