



## Customer Agreement Beta Test

This Customer Agreement, including any applicable addenda to this Customer Agreement (collectively, the "Agreement") describes the terms and conditions between you and Santo Domingo tribe may also be individually referred to as the "Service" or collectively referred to as the "Services"). Please read this Agreement carefully since it contains important contract rights and obligations between you and Santo Domingo Pueblo as well as important limitations on those rights. If you would like to contact us, you may call 1-877-539-2477.

**A. Voluntary Subscriber Beta Test.** The Santo Domingo Tribe has initiated a beta test for tribal homes to receive an upgraded speed allowance for an introductory rate of \$50 per month for 25 Mbps Download and 3 Mbps Upload. The Santo Domingo tribe cannot guarantee the speed allowance under this Agreement and billable service commences on the date of your signature and continues for the duration of the Service Term unless terminated earlier by you, or Santo Domingo Tribe.

**B. Term and Renewal.** The term of this Agreement commences on the date your Internet Service is upgraded and authorized for the beta testing and continues for the duration of the Service Term unless terminated earlier by you, or Santo Domingo Tribe.

**C. Equipment.** New Internet Service customers have been provided the equipment provided by Santo Domingo Pueblo consisting of a modem (Aircube), antenna (Nanobeam) Cable and power supply cord to receive the Internet Service. Only an authorized installer may install the antenna and modem at your residence. incorporated herein. Client acknowledges they are responsible for any replacement costs for lost, broken, tampered or damaged equipment.

### D. Internet Content

YOU ACKNOWLEDGE THAT INTERNET SITES, AND USE OF THE INTERNET, MIGHT CONSIST OF, INCLUDE AND/OR PROVIDE ACCESS TO IMAGES, SOUND, MESSAGES, TEXT, SERVICES, OR OTHER CONTENT AND MATERIAL THAT MAY BE UNSUITABLE FOR MINORS AND THAT MAY BE OBJECTIONABLE TO MANY ADULTS. YOU ACKNOWLEDGE THAT SANTO DOMINGO TRIBE IS NOT RESPONSIBLE FOR ANY SUCH CONTENT OR MATERIAL AND THAT ACCESS TO SUCH CONTENT AND MATERIAL THROUGH THE SERVICE IS AT YOUR SOLE RISK.

### E. Billing Authorization

YOU MUST PROVIDE CURRENT, COMPLETE, AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION IN ORDER TO KEEP YOUR ACCOUNT CURRENT, COMPLETE, AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER/DEBIT CARD NUMBER, OR CREDIT CARD/DEBIT CARD EXPIRATION DATE). IF YOU FAIL TO PROVIDE US WITH ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT SANTO DOMINGO TRIBE MAY CONTINUE CHARGING YOU FOR ANY SERVICE PROVIDED UNDER YOUR ACCOUNT, AND THAT YOU WILL BE RESPONSIBLE FOR ANY LATE FEES ASSOCIATED WITH SANTO DOMINGO TRIBE'S INABILITY TO OBTAIN PAYMENT BASED ON BILLING INFORMATION YOU HAVE PROVIDED. You authorize Santo Domingo Tribe to charge your credit card or debit card ("Card Payment"), or initiate an electronic funds transfer out of your bank account ("EFT Payment") for payment of all or any portion of your Service fees, the Equipment Fee (and/or any other applicable termination fee) and any other amounts payable under this Agreement, until such amounts are paid in full. Invoices will be sent via email and can be paid using the stripe portal.

### F. Warranty

Santo Domingo Tribe DOES NOT OFFER ANY WARRANTY IN CONNECTION WITH THE SERVICE OR THE SUBSCRIBER EQUIPMENT. THE SERVICE IS MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Santo Domingo Tribe DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE SERVICE WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED, OR OPERATE AT ANY MINIMUM SPEED. YOU AGREE THAT YOUR USE OF THE SERVICE AND THE SUBSCRIBER EQUIPMENT, AND SUCH USE BY ANYONE USING YOUR ACCOUNT, IS AT YOUR SOLE RISK. NO ORAL ADVICE OR WRITTEN INFORMATION PROVIDED BY Santo Domingo Tribe, ITS EMPLOYEES, OR THE LIKE SHALL CREATE A WARRANTY.

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