



## Rebeltec Communications LLC Terms and Conditions of Agreement

Rebeltec Communications LLC (REBELTEC) accounts may only be used for lawful purposes. Transmission of any material in violation of any U.S. or State regulation is prohibited. You agree to indemnify and hold harmless REBELTEC from any claims resulting from your use of the Internet service, which damages you or another party.

Use of any information obtained via REBELTEC is at your own risk. REBELTEC specifically denies any responsibility for the accuracy or quality of information obtained through its network.

REBELTEC makes no warranties of any kind, whether expressed or implied, for the service it is providing. REBELTEC makes no guarantees regarding speed, as actual speeds vary due to factors beyond REBELTEC's control. REBELTEC disclaims any warranty of merchantability or fitness for a particular purpose. REBELTEC will not be responsible for any damages you suffer. This includes loss of data resulting from delays, non-deliveries, mis-deliveries, virus transmission, or service interruptions caused by its own negligence or your errors or omissions.

REBELTEC or other relevant authorities may determine inappropriate usage of this account and the privilege or usage may be revoked at REBELTEC's discretion. Should permanent disconnection or account termination occur due to inappropriate usage, you will be informed in writing.

Your account may not be used to breach the security of another customer or user, or to attempt to gain access to any other person's computer, software, or data, without the consent of such person. It may not be used in any attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not authorized to access, or probing the security of networks or hosts. Use or distribution of tools designed for compromising security, such as password guessing programs, cracking tools, packet sniffers, or network probing tools is prohibited. Your account may not be used to collect, or attempt to collect, personal information about third parties without their consent.

You may not use your connection to knowingly or unknowingly disrupt service. Your connection may not be used to knowingly or unknowingly interfere with computer networking or telecommunication services to a user, host, or network, including denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges, and attempts to crash a host. The transmission of any information or software that contains a virus, back door, exploit, or other harmful feature is prohibited.

Your activity must not improperly restrict, inhibit, or degrade any other's use of the service nor represent (at REBELTEC's discretion) an unusually large burden on the network. You must also ensure that your activities do not improperly restrict, inhibit, disrupt, degrade, or impede REBELTEC's ability to deliver service and monitor the service, backbone, or other network services.

You may not change any assigned IP addresses nor the hardware (MAC) address on any device connected to the network. You may not statically assign an IP address if you have been configured for dynamic address assignment. Repeated or blatant violations of this constitute grounds for immediate service termination.

You should be aware that when using your account to access the Internet or any other online network or service, there are certain transfer protocols, such as ftp and http, and peer-to-peer networking programs, which may allow others to gain access to your computer. If you choose to use such services, you are responsible for taking appropriate security measures. Neither REBELTEC or its underlying providers shall have any liability whatsoever for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of, or otherwise relating to the use of such transfer protocols by you, including damages resulting from others accessing your computer. Such services may not allow public access to your computer, files or data without written permission from REBELTEC.

The acquisition, transfer, or distribution of any content in violation of copyright laws is expressly prohibited, as is storing such content on any device attached to REBELTEC's network. Such content includes, but is not limited to, copyrighted music and movie files and software programs.

You may not run a server in connection with your account nor provide network services to others via your service unless you have written permission from REBELTEC. Examples of prohibited use include, but are not limited to, running servers for mail, http, ftp, irc, dhcp, peer-to-peer file sharing, and multi-user interactive forums. If such services are provided without the express permission of REBELTEC, your account will be suspended until both parties reach written resolution.

In all cases, you are responsible for the security of any device you choose to connect to your service, including any data stored or shared. REBELTEC recommends against enabling file sharing of any sort unless you do so in strict compliance with all security recommendations and features provided by the manufacturer of the applicable file sharing devices or software. Any files or devices you choose to make available for remote access should be protected with a strong password or as otherwise appropriate.

If you employ a private wireless access point, you are required to secure it such that others cannot gain access to REBELTEC's network therewith; failure to do so constitutes grounds for immediate disconnection of service and termination of your account.

You are expected to take reasonable measures and precautions to prevent any computer or device you attach to REBELTEC's networks from vulnerability to exploit and abuse, including, but not limited to: keeping current operating system and application patches and updates; disabling unnecessary network services and securing necessary ones; using virus scanning software wherever applicable (eg. every Microsoft operating system) and keeping virus scan signatures updated regularly; installing firewalls (firewall appliances and applications). Failure to secure machines in a reasonable and timely manner may result in disconnection from REBELTEC's network temporarily or permanently. While these minimal precautions are required of all, if you have a particular stake or legal obligation to protect the information and security of your machines, you are encouraged to take additional measures accordingly.

This service may not be used to send bulk unsolicited messages. This includes, but is not limited to, bulk mailing of commercial advertising, announcements, petitions, and political or religious messages. Such messages may only be sent to those who have explicitly requested such messages. The service may not be used to send chain letters, junk mail, spam, or messages to any individual who has indicated they did not want to receive messages from you. Continuing to send email messages to anyone who has requested not to receive such email is considered to be harassment.

You may not send numerous copies of the same or similar messages nor may you send very large messages or files to a recipient with the intent to disrupt or with the effect of disrupting a server or account.

There is a maximum of 250 recipients for email sent through mail.rebeltec.net; if you need to send a message to more than that, configure your mailer to send multiple messages. Please heed the pertinent prohibitions of sending bulk mail/spam. (It is fairly uncommon that email is legitimately sent to more than a few dozen users.)

There is a maximum file size of roughly 75MB on incoming e-mail attachments. If you need to transfer files at or above this limit, you will either have to send the file in multiple parts or you might consider other methods of file transfer (eg. ftp, post to a webpage, use an irc/instant messaging client with file transfer capability, or a peer-to-peer file transfer program). With MIME or base64 encoding this allows just under a 7.5 MB file to be sent, provided the recipient can receive it.

REBELTEC requests that you limit the frequency email is checked to not more than once every 5 minutes unless unusual circumstances deem it necessary for a temporary duration. Excessive checking frequency puts an unnecessary and easily avoidable load on mail servers (there are other technologies more apropos to time-sensitive communication, eg. irc or instant messaging).

REBELTEC employs several blacklists to help reduce spam and block network abusers, as well as maintaining a local blacklist. Should you be placed on REBELTEC's own blacklists, REBELTEC will offer reasonable assistance and remove your blacklist entry upon request if remedial action has been demonstrated. REBELTEC does not maintain many of the blacklists it employs and makes no exemptions for those listed on them; the lists' respective removal instructions must be followed to effect delisting. Should you become aware that you have been placed on a blacklist due to action or neglect on your behalf, you are required to make every reasonable effort to remediate the cause and procure list removal. (The IP addresses you use now will eventually be used by someone else. They should not have to clean up a mess you've left behind.)

The risk of "eavesdropping" exists on the Internet and other services to which access is provided on any type of connection, but there is a peculiar susceptibility to eavesdropping on wireless networks due to the transmission media. This means other persons may be able to access and/or monitor your computer, transmissions, and receptions. Because of this risk, any sensitive or confidential information sent by you is sent at your sole risk and neither REBELTEC nor its underlying providers shall have any liability for any claims, losses, actions, damages, suits, or proceedings arising out of such actions by you. You are encouraged to employ encryption and other technologies appropriate to protect sensitive information such as passwords, account numbers, credit card numbers and any confidential data.

You may not resell, share, or otherwise distribute the service to any third party without the express written consent of REBELTEC. For example, you cannot provide Internet access to others through a wireless connection, host shell accounts, provide email or news service, or send a news feed.

You are required to abide by REBELTEC's Acceptable Usage Policy (AUP) as published to <http://www.rebeltec.net/userspolicy.htm>. A current copy of REBELTEC's AUP will also be provided at your request.

You must notify REBELTEC of any changes in your account information, including billing address or telephone number in writing.

REBELTEC processes billing on the 27<sup>th</sup> of each month. All bills are due on or before the 15<sup>th</sup> of the month. Any account over 30 days past due is subject to disruption of service. A \$10 late fee will be applied to any past due account. If an account is suspended/disrupted, the entire balance must be paid before service is restored, or adequate payment arrangements made.

REBELTEC is not responsible for forwarding email sent to any account that has been suspended or terminated. Such email will be returned to sender, ignored, deleted, or stored temporarily. REBELTEC assumes no responsibility for the timeliness, mis-delivery, deletion, or failure to store instant messages.

REBELTEC reserves the right to change the rates and otherwise modify this agreement upon at least 15 days notice to you. Use of your REBELTEC account after the effective date constitutes acceptance of the new terms and conditions.

REBELTEC provides free technical support on your Internet connection as part of its service to you. Should your Internet connection stop working or not work consistently, a technician should be contacted via phone at 719-767-8902. Rebeltec does not monitor your internet connection. It is the customer's responsibility to contact Rebeltec for technical support. If the technician is not able to assist you via phone support and it is determined that an onsite assessment must be done, an appointment will be scheduled at the customer's convenience. An onsite service charge will apply if a technician is dispatched.

REBELTEC does not provide technical support beyond your internet connection. With so many devices now requiring an internet connection, if you need technical support with such devices, you must contact the device manufacturer.

These terms and conditions reflect the entire agreement of the parties and supersedes all prior oral and written agreements and understandings of the parties. These terms and conditions shall be governed and interpreted in accordance with the laws of the State of Colorado and the United States of America.

By signing, you state that you are authoritative contractually and financially for the entity subscribing, and that you understand and will abide by the above terms and conditions for this agreement. A signed copy of this agreement must be on file with REBELTEC before account activation.

The undersigned do hereby agree to abide by conditions as stated in this agreement. This guarantee shall be a continuing guarantee of all such future credits given by licensee. All accounts must be paid to zero balance prior to termination of this guarantee. In the event any action is required to be brought to enforce any provision of this agreement, the prevailing party shall be entitled to recover attorney's fees that such party has incurred in connection with such action and interest at the prevailing legal limit.

**If your account is a "lease account," note that Rebeltec Communications LLC assumes the responsibility of the equipment's function for the duration of the lease. This coverage includes any malfunctions that may occur with the equipment from normal usage. All equipment has a standard 1 year warranty from the manufacturer. Rebeltec Communications LLC's equipment lease coverage does not include equipment failure resulting from "Acts of God" (this includes lightening, flood, etc.) or any misuse/damage caused by the customer. If such "leased equipment" should fail or malfunction, REBELTEC will replace such equipment. However, the customer will be responsible for the cost of the onsite service call. If such damage should occur to the cable (Either Coax or Ethernet) via "Acts of God/Exposure to the Sun/Storms/etc" customer will be responsible for the cost to replace/repair such cable as well as an onsite service charge.**

**Each equipment lease customer is responsible for insurance coverage (or assumes responsibility personally) of the equipment when it is at the lessee's premises. Damage to the equipment from "Acts of God" would be covered under a Homeowner's Insurance Policy or a Renter's Insurance Policy. If such acts do occur, the lessee is responsible for the cost to replace such equipment.**

Lease accounts are bound by a twelve (12) month service agreement from the date of installation. After the 12 months of service has been completed, this agreement shall continue on a month-to-month basis. If service should be discontinued after 12 months, customer is required to furnish REBELTEC with written notification and returning the Wireless Equipment to REBELTEC, in proper working order. Notification must be received 30 days prior to requested disconnection date. If equipment is not returned, customer will be billed accordingly for it.

\_\_\_\_\_ I understand that I am leasing the Internet equipment. I also understand that the Internet service will be provided at the monthly rate as indicated by REBELTEC. I agree to maintain this service for a minimum of 12 months, as agreed in my contract. Upon completion of the contract, this agreement will continue on a month-to-month basis. If service is not maintained for the complete contract period, I understand that I will be billed according to the rates specified by the attached agreement/promotional offer.

\_\_\_\_\_ I agree and understand that I am financially responsible for this account and the monthly fees associated with it. I agree to financially maintain my account by providing REBELTEC a monthly monetary payment.

\_\_\_\_\_ I understand and agree that in the event that this account should be turned over to a collection agency due to non-payment, that I will be responsible to pay any and all collection and legal fees that are necessary to collect the past due debt.

\_\_\_\_\_ I understand that if Rebeltec Communications LLC makes changes to their billing procedures or rates, that I will be notified via my monthly statement, via Rebeltec's website at [www.rebeltec.net](http://www.rebeltec.net), and/or via e-mail (to the account that I provided at account activation) at least 15 days prior to such changes. I understand that usage of my account after such notices have been made public constitutes that I agree to these new terms. Otherwise, I must contact Rebeltec to discuss such situation.

Customer Signature: \_\_\_\_\_ Printed: \_\_\_\_\_ Date: \_\_\_\_\_

Rebeltec Employee: \_\_\_\_\_ Date: \_\_\_\_\_

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Additional Account Notes/Special Circumstances: (if applicable)

Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Rebeltec Employee: \_\_\_\_\_ Date: \_\_\_\_\_