



Pioneer Telephone Company

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Serving LaCrosse, Endicott, Winona, Hooper, Dusty, and Hay

INTERNET SERVICES TERMS AND CONDITIONS

The Customer (sometimes referred to as “you” or “user”) and Pioneer Telephone Company (“Company”) agree that these terms and conditions and the Acceptable Use Policy constitute the entire agreement for the provision of the Internet Services selected by the Customer and designated on the Service Order.

1. Termination for Cause.

(a) If Customer is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, or has failed to make payments of all undisputed charges on or before the due date on three (3) or more occasions during any twelve (12) month period, Company may, at its option, terminate this agreement, terminate the affected service orders, suspend service under the affected service orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all service orders as a condition of continuing to provide the services. However, Company will not take any such action as a result of Customer’s non-payment of a charge that is the subject of a timely billing dispute, unless the parties have reviewed the dispute and the Company has determined in good faith that the charge is correct.

(b) If either party breaches any material term of this agreement, and the breach continues without remedy for thirty (30) days after notice of default, the non-defaulting party may terminate for cause any service order materially affected by the breach.

(c) A service order may be terminated by either party immediately upon notice if the other party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

(d) Termination by either party of a service order does not waive any other rights or remedies that it may have under this agreement.

2. Effect of Expiration or Termination of the Agreement or a Service Order. Upon the expiration or termination of a service order for any reason:

(a) Company may disconnect the applicable service;

(b) Company may delete all applicable data, files, electronic messages, voicemail or other information stored on Company’s servers or systems;

(c) if Customer has terminated the service order prior to the expiration of the service term for convenience, or if Company has terminated the service order prior to the expiration of the service term as a result of material breach by Customer, Company may assess and collect from Customer applicable termination charges;

(d) Customer shall permit Company access to retrieve from the applicable service locations any and all Company equipment (however, if Customer fails to permit access, or if the retrieved Company equipment has been damaged and/or destroyed other than by Company or its agents, normal wear and tear excepted, Company may invoice Customer for the full replacement cost of the relevant Company equipment, or in the event of minor damage to the retrieved Company equipment, the cost of repair, which amounts shall be immediately due and payable); and

(e) If used in conjunction with the terminated service, Customer's right to use applicable licensed software shall automatically terminate, and Customer shall be obligated to return the licensed software to Company.

3. Return of Company Equipment. Company equipment is and shall remain the property of Company regardless of where installed within the service location(s), and shall not be considered a fixture or an addition to the land or the service location(s). At any time Company may remove or change Company equipment in its sole discretion in connection with providing the services. Customer shall not move, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any Company equipment or permit others to do so, and shall not use the Company equipment for any purpose other than that authorized by this agreement. Company shall maintain Company equipment in good operating condition during the term of this agreement; provided, however, that such maintenance shall be at Company's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Company equipment. Customer is responsible for damage to, or loss of, Company equipment caused by its acts or omissions, and its non-compliance with this Section, or by fire, theft or other casualty at the service location(s), unless caused by the negligence or willful misconduct of Company. Customer agrees not to take any action that would directly or indirectly impair Company's title to the Company equipment, or expose Company to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following Company's discontinuance of the services to the service location(s), Company retains the right to remove the Company equipment including, but not limited to, that portion of the Company equipment located within the service location(s).

To the extent Company removes such Company equipment it shall be responsible for returning the service location(s) to its prior condition, wear and tear excepted.

4. Access to Customer Premises. Customer, at no cost to Company, shall secure and maintain all necessary rights of access to service location(s) for Company to install and provide the services, unless Company has secured such access prior to this agreement. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Company equipment used to provide the services within the service location(s). Company and its employees and authorized contractors require free ingress and egress into and out of the service location(s) in connection

with the provision of services. Upon reasonable notice from Company, Customer shall provide all required access to Company and its authorized personnel and contractors.

5. Service after End of Term. If Customer has a service agreement or a contract with a specified term, upon the expiration of the service term, this agreement and each applicable service order shall revert to “month-to-month” at the retail pricing for all bundled items. If Customer fails to renew, effective at any time after the end of the initial service, Customer will be deemed to have accepted the modified service pricing. Customer can renew for an additional term at any time prior to the end of the term at term prices then in effect for new term Customers on the date of renewal.

6. Speed. Company will make reasonable efforts that bandwidth to connect Customer to Internet will perform at speeds available based on the distance the Customer is from the Central Office and other limiting factors. During transmission over the Internet to a web location, actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of persons using a single connection, distance and usage by all persons connected.

7. Engineering Review. Each service order submitted by Customer shall be subject to an engineering review by Company. The engineering review will determine whether the plant must be extended, built or upgraded (“custom installation”) in order to provide the ordered services at the requested service location(s). Company will provide Customer written notification in the event service installation at any service location will require an additional one-time installation fee (“custom installation fee”). Customer will have five (5) business days from receipt of such notice to reject the custom installation fee and terminate, without further liability, the service order with respect to the affected service location(s). If not so terminated, Customer is liable for the custom installation fee.

8. Payment for Services.

(a) Charges. Customer agrees to pay all charges associated with the services, as set forth or referenced in the applicable service order(s) or invoiced by Company. These charges may include, but are not limited to installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Company equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupment’s (however designated). Product price lists with information on charges and fees can be found at www.pionnet.com.

(b) Payment of Bills. Except as otherwise stated herein or on the service order(s), Company will invoice Customer in advance on a monthly basis for all monthly recurring service charges and fees arising under the agreement. All other usage based charges will be billed monthly in arrears. Customer shall make payment to Company for all invoiced amounts by the 15th of every month. Any amounts not paid to Company within such period will be considered past due. If a service commencement date is after the bill statement date, Customer’s next monthly invoice shall include a *pro rated* charge for the services, from the date of installation to the first day of the new billing as well as charges for the current month. In certain cases, Company may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-

party charges shall be payable pursuant to any contract or other arrangement between Customer and the third party. Company shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

(c) Credit Approval and Deposits. Initial and ongoing delivery of services may be subject to credit approval. Customer shall provide Company with credit information requested by Company. Customer authorizes Company to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Company will be true and correct. Company, in its sole discretion, may deny the services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Company may require Customer to make a deposit as determined by Company as a condition to Company's provision of the services, or as a condition to Company's continuation of the services. The deposit will not accrue interest and shall be held by Company as security for payment of Customer's charges. If the provision of service to Customer is terminated, or if Company determines in its sole discretion that such deposit is no longer necessary, then the amount of the deposit will be credited to Customer's account or will be refunded to Customer, as determined by Company.

(d) Taxes and Fees. Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer will be responsible to pay any service fees, payment obligations and taxes that become applicable retroactively.

(e) Other Government-Related Costs and Fees. Company reserves the right to invoice Customer for any fees or payment obligations in connection with the services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the services, including, without limitation, applicable franchise fees (if any), regardless of whether Company or its affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. These obligations may include those imposed on Company or its affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that Company or its affiliates are required to collect from the Customer or to pay to others in support of statutory or regulatory programs. For example, there may be a regulatory recovery fee to help defray Company's contributions to municipal, state, and federal programs including, without limitation, universal service, telecom relay services for the visually/hearing impaired, and 911/E911 programs and infrastructure. This regulatory recovery fee is not a tax, and it is not government-mandated. Taxes and other government-related fees and surcharges may be changed with or without notice,

(f) Disputed Invoice. If Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Company for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to Company, all disputed amounts shall become immediately due and payable to Company.

(g) *Past-Due Amounts.* Any undisputed payment not made when due will be subject to a reasonable late charge not to exceed the highest rate allowed by law on the unpaid invoice. If Customer's account is delinquent, Company may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Company equipment that Customer fails to return in accordance with the agreement. If Company is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Company equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Company under the agreement or at law or in equity.

(h) *Rejected Payments.* Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law (and not less than \$25.00) for any check or other instrument used to pay for the services that has been rejected by the bank or other financial institution.

(i) *Fraudulent Use of Services.* Customer is responsible for all charges attributable to Customer with respect to the services, even if incurred as the result of fraudulent or unauthorized use of the services. Company may, but is not obligated to, detect or report unauthorized or fraudulent use of services to Customer. Company reserves the right to restrict, suspend or discontinue providing any service in the event of fraudulent use by Customer.

9. Regulatory and Legal Changes. The parties acknowledge that the respective rights and obligations of each party as set forth in this agreement upon its execution are based on law and the regulatory environment as it exists on the effective date of this agreement (which is the date Customer begins the service). Company may, in its sole discretion, immediately terminate this agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change, in the Company's sole judgement, affects Company's ability to provide the services herein.

10. Limitation of Liability.

(a) NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMPANY OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE COMPANY EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT OR, IF NO APPLICABLE OUT-OF-SERVICE CREDIT, \$500.00. REMEDIES UNDER THIS

PORTION OF THIS AGREEMENT ARE EXCLUSIVE AND OTHERWISE ARE LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

(b) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, COMPANY EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICES, COMPANY EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, COMPANY EQUIPMENT, OR LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES, COMPANY EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

(c) COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, COMPANY EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

(d) IN NO EVENT SHALL COMPANY, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

(e) Disruption of Service. The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("high risk activities"). These high risk activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. Customer expressly assumes the risks of any damages resulting from high risk activities. Company shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Customer or Customer-equipment; inability to obtain access to the service locations; loss of use of utility facilities; fiber cut due to non-Pioneer source; strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, wind, ice, extreme weather conditions or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the services.

(f) Customer's sole and exclusive remedies under this agreement are as expressly set forth in this agreement. If a limitation in this Agreement is found to be unenforceable, then the liability of Company and its affiliates and agents is limited to the maximum extent permitted by law. All references to Company in the context of limitation of liability includes its directors, officers, employees, agents and contractors.

11. Software and Services.

(a) *License.* If and to the extent Customer requires the use of licensed software in order to use the services supplied under any service order, Customer shall have a personal, non-exclusive, non-transferable, and limited license to use the licensed software in object code only and solely to the extent necessary to use the applicable service during the corresponding service term. Customer may not claim title to, or an ownership interest in, any licensed software (or any derivations or improvements thereto) and Customer shall execute any documentation reasonably required by Company, including, without limitation, end-user license agreements for the licensed software. Company and its suppliers shall retain ownership of the licensed software, and no rights are granted to Customer other than a license to use the licensed software under the terms expressly set forth in this agreement.

(b) *Restrictions.* Customer agrees that it shall not: (i) copy the licensed software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Company; (ii) reverse engineer, decompile, or disassemble the licensed software; (iii) sell, lease, license, or sublicense the licensed software; or (iv) create, write, or develop any derivative software or any other software program based on the licensed software.

(c) *Updates.* Customer acknowledges that the use of the services may periodically require updates and/or changes to certain licensed software resident in the Company equipment or Customer-provided equipment. If Company has agreed to provide updates and changes, Company may perform such updates and changes remotely or on-site, at Company's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Company.

12. Privacy/Monitoring. Company shall have no obligation to monitor postings or transmissions made in connection with the services, however, Customer acknowledges and agrees that Company and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this agreement, and as otherwise required by law or government request. Company reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in Company's sole discretion, is unacceptable, undesirable or in violation of this agreement. Company cooperates with law enforcement effort to investigate possible criminal behavior.

13. Domain Name Registration. If Customer submits a service order(s) for domain name registration services, the following terms shall also apply:

(a) *Registration.* At the request of Customer, Company will use commercially reasonable efforts to facilitate the registration of the Customer Internet domain name ("Customer domain name")

with a domain name registration service of Company's choosing, but only to the extent that Customer provides Company with all necessary information relevant to such registration. The domain name registration service will invoice Customer directly for all applicable registration fees, maintenance fees, and other applicable fees related thereto. Customer hereby acknowledges that Customer is entirely responsible for the payment of any and all such fees. Company does not represent that the Customer domain name will be available on an initial or ongoing basis. Further, Customer acknowledges that Customer, not Company, has ownership, control, and use of the Customer domain name. Further, Customer hereby agrees now and forever to release and to hold harmless Company, its employees, affiliates, agents, and contractors, from any and all losses, damages, rights, claims, and actions with respect to, or in any way arising from, the domain name registration service's removal of allocation or support for the Customer domain name. Should Customer require modification of the Customer domain name or additional related services, additional charges may apply from the relevant registration service and from Company for setup of the modification or addition.

(b) Sub-Domain Name. Should Customer be unable to register a unique domain name, Company may grant upon Customer request and only for the term of the service order providing for such service, the limited, personal, and nontransferable right to specify and append a sub-domain name to Company's prescribed domain name, for the sole purpose of uniquely identifying Customer's e-mail address. Company does not represent that Customer's selected sub-domain name will be available. Customer receives no right to Company's domain name. Upon the termination of the applicable service order, Customer shall surrender all rights, privileges and interest in and to the sub-domain name.

14. Additional Use Restrictions. In addition to restrictions stated elsewhere in this Agreement, the following restrictions apply: (1) service may only be used at service location(s) where it is installed by Company; (2) will be considered a material violation of this agreement if Customer moves service to another location without first notifying Company; any such move is subject to Company's prior written approval at its sole discretion; and (3) Customer expressly agrees not to use service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If Company determines, in its sole discretion, that Customer's use of service is excessive or in violation of this agreement, Company reserves the right, among other things, to terminate or modify service immediately and without notice.

15. Acceptable Use Policy. Use of the company voice/Internet service is subject to the company's current acceptable use policy (AUP) at the time, which changes from time to time. A link to the AUP can be found on at www.pionnet.com.

16. Internet. Company will provide you with a user kit ("the equipment") that includes a modem or optical network terminal, and associated cards and devices required to connect service. Contents of the kit may change from time to time. If the relationship is terminated by either party (you or Company) before the activation date, or if the line is found to be unprovisionable, you may be required return the full kit with all its original packaging to Company. Failure to do so will result in a one-time equipment fee. If you choose to cancel the account after the activation date, you will be charged for the installation and/or setup charges.

The installation, use, inspection, maintenance, repair and removal of the equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all of your existing computer files and data. Company and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals. You assume responsibility for impacts to or loss of any warranty associated with the opening of your computer for installation of an internal card, modem, router, or optical network terminal.

You acknowledge that this is a fixed-location service for use at the service address only. You may not retransmit Internet service or make the service available to anyone outside the premises (i.e. wi-fi or other methods of networking). Moving to another location will require the service to be re-provisioned at the new location. This may result in substantial interruption of the service and will result in fees associated with cancellation and setting up a new account.

Company does not represent, warrant, or covenant that installation by you or a third party chosen by you will enable you to successfully access, operate or use the services, nor that such installation will not cause damage to your computer, data, software, files, or peripherals. In addition, Company shall have no liability whatsoever for any damage, or for the failure to properly install, access, use, or operate that equipment or services because of your installation. The foregoing limitation of liability is in addition to and shall in no way be construed to limit any and all limitations of liability set forth elsewhere in this agreement.

Company will make reasonable effort to provide the service. Because of the complex nature of Internet services, availability, and the underlying infrastructure, it may not be possible to provide the service to everyone. In its sole discretion, Company may cancel the installation process and refund any money that you have prepaid. Company will notify you of its intent to cancel as soon as reasonably possible. Company shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the service.

17. Internet Account Limitations. Company reserves the right to timeout inactive connections. Company technical support may be limited to Company provided services, software and/or unmodified hardware.

Email accounts that have not had usage/activity for six months may be deleted. Account holders will retain the email address as long as their account is active and in good standing.

18. Internet Monitoring. Company has no obligation to monitor the services, but may do so and disclose information regarding use of the service if Company, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations or requests to comply with applicable state and federal law; or to operate the service properly; or to protect itself and its subscribers. Company may immediately remove your material or information from Company's services, in whole or in part, which Company, in its sole and absolute discretion, determines infringes upon another's property rights or violates the terms and conditions of this agreement.

19. Internet Network Security. Customers (users) are prohibited from violating or attempting to violate the security of the Company network and services including, without limitation (a) accessing data not intended for such user or logging into a server or account for which such user

of not authorized to access; (b) impersonation of Company personnel; (c) hacking or attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (d) attempting to interfere with, disrupt or disable service to any user, host or network including, without limitation, via a means of overloading, flooding, mail bombing, denial of service attacks or crashing; (e) foregoing any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; (f) attempting to utilize another user's account name or persona without authorization from that user. Users are also prohibited from attempting any action designed to circumvent or alter any method of measuring of billing for Company services. Violations of system or network security may result in civil or criminal liability. Company will investigate occurrences which may involve such violations and may involve and cooperate with law enforcement authorizes in prosecuting users who are involved in such violations.

20. Internet Change of Service Charge. Company reserves the right to charge a service charge when Customer requests a modification of service to an existing account.

21. Customer Owner Equipment. Company is not responsible for the operation, maintenance, service or repair of Customer owned equipment or software including but not limited to PC workstations, printers, operating systems, application software, hubs, modems, routers and local area or wide area networks used in conjunction with the services provided. Company does not warrant or guarantee files or data will not be lost or deleted even if kept on Company servers. It is up to the Customer to ensure proper archiving and integrity of its data.

22. Fraudulent/Misleading Content. Customers shall not use the Company network and services to transmit or distribute material containing fraudulent offers for goods or services or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations. In addition, Customer is prohibited from submitting any false or inaccurate data in any order form, contract or online application including the fraudulent use of credit cards.

23. Attorney Fees. In the event efforts are made by Company to enforce any of the terms of this agreement, then Company shall be entitled to recover Company's attorney's fees from user, even if an action is not instituted or as the Court may adjudge reasonable as attorney's fees at trial, or on appeal of such suit, or action in addition to all other sums provided by law.

24. Governing Law. All actions relating to this agreement shall be construed under the laws of the State of Washington and will be brought, whether by Customer or Company, in Whitman County Superior Court.