

TERMS AND CONDITIONS FOR SERVICE AND EQUIPMENT

PINE TELEPHONE, hereinafter referred to as the Company, hereby agrees to furnish service and/or equipment to the person or firm executing this agreement, hereinafter referred to as the Customer. The Customer agrees to accept responsibility for the person he allows to use the Customer's service and/or equipment, hereinafter referred to as the Authorized User.

1. **AVAILABILITY OF THE SERVICE.** Service may be temporarily refused for limited reasons, including but not limited to, system capacity limitations, transmission limitations caused by atmospheric and other natural or artificial conditions adversely proper or improved operation of the service.
2. **LIMITATION OF COMPANY'S LIABILITY.** Because of the inevitability or errors incident to the provision and use of such Service, the service furnished by the company is subject to the terms, conditions and limitations herein specified, to wit:
 - (a) The Company's sole liability to its Customers and Authorized Users and others for interruptions in the Service furnished by the Company is as follows:
 - (1) As the Company's full and complete liability, at the Customer's request, a credit allowance will be made in the form of a pro rate adjustment of the fixed monthly base charge billed by the Company for the period of time service is rendered inoperative by the interruption. In the event the Customer or Authorized User is affected by such interruption for a period of less than 24 hours, no such adjustment shall be made.
 - (2) Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.
 - (3) Any such credit allowance will only be considered if the Customer makes a request for such credit allowance within sixty (60) days of the beginning of any such interruption.
 - (4) When an interruption exceeds 24 hours, the length of the interruption will be measured in 24-hour days. A fraction of a day consisting of less than 12 hours will not be credited, and a period of 12 hours or more will be considered an additional day. The credit allowance will be computed by dividing the length of the Service interruption by a standard 30-day month, and then multiplying the result by the Company's monthly base charge for each interrupted Number. In no case will the credit exceed the monthly base charge. No other liability will attach to the Company for such interruption to Service.
 - (5) A credit allowance will not be given to interruptions caused by the negligence or willful act of the Customer or Authorized User for interruptions caused by failure of equipment or service not provided by the Company.
 - (b) The Company is not liable for any act or omission in the operation of non-Company facilities used in connection with the service.
 - (c) The Company shall in no event be liable for interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by acts of God, fire, war, riots, Government authorities or other causes beyond the Company's control.
 - (d) The liability of the Company for loss or damage arising out of mistakes, omissions, interruptions, delays, errors or defects in the Service, its transmission, or failures or defects in facilities over which the service is furnished, occurring in the course of furnishing Service and not caused by the negligence or willful act of the Customer or Authorized User, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for Service for the month in which the event occurred. In no event shall the Company be liable for any indirect, incidental, consequential or special damage, including without limitation any loss by Customer or Authorized User of business revenue, goodwill or other claim arising in connection with the use of the Service.
 - (e) The Customer or Authorized User agrees to indemnify and hold the Company harmless against claims for libel, slander, or infringement of copyrights for the material transmitted through use of the Service, against claims for infringement of patents arising from combining with, or using in connection with the Service, any apparatus, or system of the Customer or Authorized User, and against all other claims arising out of any act or omission of the Customer or Authorized User in connection with the service.
 - (f) The Company is not liable for damages for any accident or injury occasioned by the presence of, or use of, the Service or the Customer's equipment.
 - (g) The Company is not liable for and defacement or damage to any Customer's or Authorized User's vehicle resulting from the existence of the Mobile Radio Unit.
 - (h) The limit of Company liability arising from errors or omissions in a Customer's directory listing, when the listing is ordered by the Company at the request of the Customer, will be no more than the initial non-recurring directory listing charge.
3. **USE OF SERVICE.**
 - (a) The Service is furnished for use by the Customer and Authorized Users for lawful purpose only.
 - (b) The Service shall not be used to make foul or profane expressions, to impersonate another person with fraudulent or malicious intent, to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass such other person, or for any purpose in violation of the law, or in such manner as to interfere unreasonably with the use of the Service by any of the Company's other Customers or Authorized Users.
4. **DISCONNECTION AND TERMINATION OF SERVICE BY THE COMPANY FOR CAUSE.**
 - (a) Upon non-payment of any sum due the Company, or upon a violation of any of the conditions governing the furnishing of the Service as provided herein, the Company may without other formality and without incurring and liability to the Customer, at the Company's sole discretion, either in part or in whole. The Company shall not be liable to any Authorized User for any damages of any kind whatsoever resulting from interruption of Service as a result of disconnection or termination of Service to a Customer.
 - (b) Where the Customer's or any Authorized User's Mobile Radio Unit is used in violation of any or the provisions herein, the Company will take such action as is necessary for the protection of the Service of its Customers. The Customer or an Authorized User shall discontinue such use of the Mobile Radio Unit or correct the violation immediately. Failure of the Customer or an Authorized User to discontinue such use or to correct the violation shall result in disconnection of the Service to the Customer, without any credit allowance as provided in Paragraph 2 hereof, until such time as the Customer or an Authorized User complies with the provisions hereof.
 - (c) Service may be refused, discontinued or terminated in the event the Service is used in such a manner that will adversely affect the Service on any of its other Customers.
5. **TERMINATION OF SERVICE.** A Customer may terminate Service by notifying the Company in writing. The Customer is responsible for payment of outstanding charges for the period the Service was rendered. If disconnection or termination occurs within the minimum contract period, the Customer is responsible for payment of the full minimum remaining contract period amount together with all costs and reasonable attorney fees incurred by the Company in connection with the enforcement of such rights.
6. **OWNERSHIP OF TELEPHONE NUMBERS.** Neither Customer nor any Authorized User has a proprietary right in the Telephone Numbers provided by the Company. The Company reserves the right to assign, designate or change such Numbers when, in its sole discretion, such assignment, designation or change is reasonable or necessary in the conduct or its business. The Customer shall not retain the Numbers provided by the Company for use with services provided by any other company.
7. **WARRANTIES.** The Company makes no warranties or representations whatsoever with respect to the operation of the equipment or its service. NO WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS OR PARTICULAR PURPOSE, SHALL APPLY TO THE EQUIPMENT OR THE COMPANY'S SERVICES.
8. **PAYMENT OF RATES AND CHARGES.**
 - (a) The Customer is responsible for payment of rates and charges, specified in the Company's rate schedule currently in effect, for all Service furnished to the Customer or an Authorized User.
 - (b) The Company reserves the right to revise, at its sole discretion and at any time, rates and charges and call timing policies for use of Service by the Customer. Rates, charges, and call timing policies are defined in full in the Company's rate schedule.
 - (c) Subject to the maximum limitations imposed by applicable state law, a late payment charge applies to each Customer bill when the previous month's bill has not been paid in full, leaving an unpaid balance carried forward. The late payment charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill.
 - (d) In the event the Customer's equipment is stolen, the Customer is liable for all usage from such Customer's Number until such time as the theft is reported to the proper employee of the Company in writing.
 - (e) Customer agrees to pay all applicable taxes that the Company charges in connection with the Services rendered to the Customer.
 - (f) The Customer is responsible to pay the Company for charges resulting from service received as a Roamer. The rate and charges of such service are determined by the carrier from which the Customer or any user, whether an Authorized User or unauthorized, receives service as a roamer.
9. **OTHER CARRIER CHARGES.** The Customer is responsible for paying and applicable landline charges, for calls to Directory Assistance and for other charges for calls billed to the Customer's Number. These charges are in addition to the charge for Usage.

10. ADJUSTMENT FOR TAXES, FEES, ETC. The rate schedules of the Company do not include any amounts resulting from, taxes, fees or exactions imposed by or for any municipal corporation or other political subdivision or agency or government.
11. MINIMUM CONTRACT PERIOD. The minimum contract period for each Number is two years. The contract period is not affected by a change in Number. The contract period will begin at the date of activation of the original Number.
12. TERMS OF AGREEMENT. This Agreement shall become effective on the date that the Company accepts the Customer's initial service order and shall continue in effect for the period unless sooner terminated as herein provided. After the initial term this Agreement shall be automatically renewed from month to month without notice to the contrary delivered by one party to the other.
13. ASSIGNMENT. The parties agree that this Agreement may not be assigned or transferred by the Customer, in whole or in part, without the prior written consent of the Company. The Company, may however, upon 5 days written notice to Customer, assign all of its rights, duties and obligations hereunder.
14. WAIVER. No failure on the part of either party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by any such party preclude any other right, power or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or assent to any succeeding breach of or default in same or any other term or condition hereunder.
15. ENTIRE AGREEMENT. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and this Agreement, which include the reverse side hereof, contains the sole and entire agreement between the parties with respect to the matters covered hereby. In the event of any conflict between the provisions contained in any not provide marketing, billing, collection or other such services under this Agreement.
16. GOVERNING LAW. This Agreement is made and delivered in and shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma.
17. Any calls made outside of the nationwide calling area (50 continental united states), international rates will apply.