

Terms and Conditions for use of La Ward Communications Internet

1. User expressly agrees that the use of the internet is at their sole risk. Neither La Ward Communications (LW Com), nor any other information provider makes any representation or warranty as to the results obtained from the use of the internet. The internet is made available on an "as is" basis without warranties of any kind, either express or implied, including but not limited to, warranty of titles, timeliness, merchantability, or fitness for a particular purpose. Neither LW Com nor anyone else involved in creating, producing, or delivering the use of the internet shall be liable for any direct, indirect, incidental, special or consequential damages arising out of use of the internet or inability to use the internet. USER also expressly agrees that LW Com does not warrant that the internet will be uninterrupted and error free. Downtime and lost transmissions may occur on the internet, and users indemnify LW Com and agree to hold it harmless from any problems, errors, or damages arising from such downtime or lost transmissions.
2. LW Com's Network is only for lawful purposes. Transmission of materials violating U.S. or state regulation is prohibited. This includes, but is not limited to copyrighted materials, materials legally judged to be threatening or obscene, or materials protected by trade secret. USER agrees to indemnify and hold LW Com harmless from claims resulting from use of the service which damages USER or another party. USER is responsible for materials sent across the network from USER's account. User is able to secure access to their account by means of a password, which may be changed at will by USER. USER has full, unrestricted access to the Internet: which, as a free-flowing information universe, may contain- beyond the vast amounts of educational information – matter considered to be improper, offensive, or even unlawful by some governments, private groups, or individuals. By using LW Com internet USER accepts this and agrees to indemnify LW Com and hold it harmless from any actions, lawsuits, or problems arising or associated with such matter. USER acknowledges that the internet uses public facilities to transmit voice and data communications and that service may not be completely private. LW Com is not liable for any claims, loss or damages which may result from lack of privacy. LW Com will release information requested by lawful court orders.
3. Access to other networks connected to LW Com must comply with the rules for that network. USER shall observe all generally accepted "net etiquette." USER agrees to accept liability for their actions and how the interpretation of other "citizens" and users of the Net. Unacceptable behavior may result in grounds for termination of service.
4. Services provided to USER by LW Com are billed by La Ward Telephone Exchange, Inc. (LW Tel) on the first day of the month for the next month, in advance. All invoices are due and payable at State Hwy 172 South in La Ward, Texas on the 16th day of each month unless otherwise specified on the current invoice. Billing commences on the day services are ordered and will be pro-rated based on the start date. Accounts that have not been paid by the 2th of the month are subject to service interruption.
- 4.1 Non-use of service does not eliminate financial responsibility. USER is responsible for notifying LW Com in advance when billing and access to the network should cease. Until notice has been given, USER is responsible for charges incurred up to that date.
5. LW Com may modify this agreement at any time to comply with legal regulations, with notice of modification posted on LW Com website (laward.net) Such posting shall be dated and considered effective based on the posted date whether or not USER has reviewed the modifications
6. These terms and conditions are effective November 2004 and supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance of any order submitted.
7. In order to take advantage of these rates, customer will need to return to LW Com a signed "Limited Letter of Agency" (LLOA). This document appoints LW Com as the agent to purchase the ADSL line service on customer's behalf from LW Tel. Upon deletion of service, if purchased equipment has not been paid in full, customer will be responsible for any balance that is still outstanding on that equipment. If service is deleted before 6 months from activation, a \$185.00 line installation charge will apply.
8. These speeds are peak speeds and are not guaranteed because of factors such as end user distance from the Telephone Company, ADSL hub location, and gauge of the copper cable service to the end user premises. LW Com ADSL service is not available in all areas served by LW Tel. Customers location will be confirmed by LW Tel before signing LW Com LLOA's. To determine if you qualify for this service you will need to call 361-872-2211. Additional line qualification criteria may be required and could restrict you from getting ADSL service even if you are within one of these service areas.
9. LW Com can act as customer's agent in requesting the Telephone Company to LW Com ADSL service on customer's behalf. A compatible ADSL Modem is required for service.
10. This Limited Letter of Agency ("LLOA") authorizes LW Com) to act as the undersigns' ("Customer") agent with regard to all matters concerning the Customer's ADSL telecommunications service provided by LW Tel. This LLOA specifically authorized LW Tel to provide full cooperation with the release of the Customer's ADSL records and ADSL billing information. Specifically, this LLOA allows LW Com to be the responsible party on behalf of the Customer for All ADSL service and provisioning matters and for payment of the Customer's associated recurring and nonrecurring ADSL service charges. It is understood by the parties that the Customer will continue to deal directly with LW Tel with regards to all other telecommunications service matters not specifically covered by this LLOA. It is further understood by the parties that LW Com will not assume any Customer or LW Tel service performance or impairment liabilities associated with the ADSL service covered by this LLOA. An executed copy of this LLOA shall be deemed to authorize LW Com to act on Customer's behalf for ADSL service provided by LW Tel. This LLOA shall commence on the date signed by the Customer and shall continue for a period designated or until LW Com and LW Tel terminate the agreement.