

## GENERAL TERMS AND CONDITIONS FOR INTERNET SERVICES

By using services provided by WesTel Systems and MidlandsNet, LLC (the "Company") all Customers agree to the following terms:

1. **Termination.** Company may terminate Services by giving Customer notice. The Company reserves the right to change the monthly rates and otherwise modify these Terms and Conditions on notice to Customer.
2. **Passwords.** Customer is responsible for maintaining the confidentiality of passwords and is liable for any harm resulting from disclosing or allowing disclosure of any password. In the event of a breach of security, Customer will remain liable for any unauthorized use of the Services.
3. **Restrictions.** Customer agrees to use the Services only for lawful purposes. Customer is prohibited from posting on or transmitting through the Company's Services any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law. Customer agrees to abide by United States export control laws and not to transfer, by electronic transmission or otherwise, any information to either a foreign national or a foreign destination without first obtaining any required governmental authorization. Customer agrees to upload or download only software files or otherwise distribute only material that is not subject to copyright or any other proprietary rights protection or material in which the author or copyright owner has given express authorization for on-line distribution.
4. **Indemnity.** Customer agrees to indemnify, defend and hold harmless the Company for all damages, liability, penalties, awards, judgments and expenses, including reasonable attorneys' fees, incurred by the Company in connection with any claims against the Company by any third party arising from Customer's use of the Services or breach of these terms and conditions.
5. **Limitation of Remedy.** The Company provides solely the communications link and equipment necessary for Customer to access the Internet. The Company exercises no control whatsoever of the content of the information passing through its equipment or available through the Services. THE SERVICES AND SOFTWARE, IF ANY, ARE PROVIDED ON AN "AS IS" "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; NOR DOES THE COMPANY WARRANT THAT THE SERVICE OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.
6. **Limitation of Liability.** UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICE, INCLUDING, BUT NOT LIMITED TO, RELIANCE BY A CUSTOMER ON ANY INFORMATION OBTAINED WITH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, MALWARE, HACKING, UNAUTHORIZED ACCESS BY THIRD PARTIES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO FORCE MAJEURE, ACTS OF GOD, COMMUNICATIONS FAILURES, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS.
7. **General.** These Terms and Conditions (a) will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, (b) constitutes the entire agreement and understanding between the parties hereto and is the final expression of their agreement, and no evidence of oral or other written promises shall be binding; and (c) will be governed under and construed in accordance with the laws of the State of Iowa. The failure to enforce or to require the performance at any time of any of the provisions of these Terms and Conditions will not be construed as a waiver of such provisions and shall not affect either the

validity of these Terms and Conditions or the right of any party thereafter to enforce any provisions of these Terms and Conditions. Customer may not assign its right or obligations under these Terms and Conditions. The Company may assign its right and obligations under these Terms and Conditions or the right of any party thereafter to enforce any provision of these Terms and Conditions.