



**Sierra Communications, Inc.**  
*a subsidiary of Baca Valley Telephone Company, Inc.*  
 532 Broadway Ave • PO Box 67 • Des Moines, NM • 88418  
 1-575-278-2101 • 1-888-682-2101 • (Fax) 1-575-278-3106



### *Internet Service User Agreement*

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

Customer Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Social Security or Tax ID Number: \_\_\_\_\_

Payment Method: Monthly Billing \_\_\_\_\_ (Please enclose 1<sup>st</sup> month's payment.)  
 Bank Draft \_\_\_\_\_ (Please attach a voided check to this application.)  
 Credit Card \_\_\_\_\_ (Please call.)

**Options:**

- \_\_\_ 20 hr blocked plan \$11.95 (Ideal for customers who use the service for email and minimal surfing.)
- \_\_\_ Unmeasured plan \$19.95 (Use as much time as you wish as long as you are actively using the connection. This is not an "always on" connection.) 20MB web space is available at no charge with this option.
- \_\_\_ Qwest DSL 256K \$19.95 ("Always on" connection available to Qwest telephone customers.)
- \_\_\_ Qwest DSL Up to 1.5M \$25.00 ("Always on" connection available to Qwest telephone customers.)
- \_\_\_ Qwest DSL 3 to 7 M \$30.00 ("Always on" connection available to Qwest telephone customers.)

Please visit our website [www.bacavalley.com](http://www.bacavalley.com) for more information about web space and web hosting.

**Access Information Required for Set-up**

Modem User Name: \_\_\_\_\_ ( 3 to 15 characters)  
 Modem Password: \_\_\_\_\_ (At least 6 characters. See password details.\*\*)  
 E-mail Address: \_\_\_\_\_ @bacavalley.com ( 3 to 15 characters)  
 Email Password: \_\_\_\_\_ (At least 6 characters. See password details.\*\*)

\*\* Passwords must be 6 or more characters and contain 3 of the following criteria: numbers, uppercase letters, lowercase letters, and special characters. Special characters can include: !,@,#,\$,\*,],[,(.

Local Access Telephone Number to be Dialed: \_\_\_\_\_ (Do Not Include Area Code in set up)

**I agree to the price plan checked above and Additional Terms of User Agreement (page two of this agreement). I agree Sierra Communications, Inc. may obtain my credit report. I represent that I am 18 years old or older and will provide verification of my age if requested.**

Customer Signature: \_\_\_\_\_ Printed: \_\_\_\_\_  
 (Keep a copy for your records)

**Additional Information needed for email set-up:**  
 Domain Suffix and SMTP/POP3 Mail Server Name: mail.bacavalley.com  
 Outgoing server (SMTP) requires authentication.

Office use only: new\_\_change\_\_cancel\_\_order\_\_server\_\_billing\_\_ssn\_\_list\_\_bk/cc\_\_ntfd\_\_e-mail\_\_tk\_\_file\_\_cs\_\_  
 VPI\_\_VCI\_\_ Additional charges: \_\_\_\_\_(Reconnect fee for non-payment, returned checks, plan changes, etc.)

## ADDITIONAL TERMS OF USER AGREEMENT

The customer named on the opposite side of this page ("User"), in consideration of the provision of Internet Services by Sierra Communications, Inc. ("Provider") agrees to the following:

- 1. User acknowledges and agrees that the Provider's responsibility hereunder is limited to providing User with access to the Internet, subject to the terms and conditions of this Agreement, and that Provider has no responsibility for:**
  - 1.1 **Content of the Internet**, which User acknowledges may contain material, information, and pictures which might be regarded by some to be offensive, pornographic, racist, illegal or otherwise inappropriate, immoral or improper;
  - 1.2 **The capacity, speed, or general suitability of User's equipment or operating system** for accessing the Internet;
  - 1.3 **Maintenance of or troubleshooting equipment or operating systems** used by User to access the Internet;
  - 1.4 **User's privacy**, which is a function of the security of the sites contacted by User and the security of User's site;
  - 1.5 **Use of the Internet by minors** or others without authorization and supervision by User;
  - 1.6 **Any consequence of User's use of the Internet**, including use which violates or may violate the law or rights of other persons;
  - 1.7 **Any damages which User may suffer** by use of or inability to use the Internet, any services or information accessed through the Internet;
  - 1.8 **Interruption of Internet services** whether caused by Provider or by sources not within the control of Provider; or
  - 1.9 **Any virus which may enter User's system** as a consequence of User accessing the Internet.

**User acknowledges that Sierra does not and cannot assure the privacy of email. User waives any claim against the Provider for any loss or damages arising from any of the foregoing, including foreseeable, unforeseeable, special, incidental or consequential damages.**

- 2. THE USER ACKNOWLEDGES THAT THERE ARE NO TERMS, CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, FITNESS, CAPACITY OR OTHERWISE WITH RESPECT TO PROVIDER'S AGREEMENT TO PROVIDE INTERNET ACCESS. THE USER ACKNOWLEDGES THAT THE PROVIDER HAS MADE NO WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. USER WAIVES ALL WARRANTIES, AND ACKNOWLEDGES PROVIDER'S DISCLAIMERS OF ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PROVISION OF INTERNET ACCESS AS TO THE QUALITY, FITNESS, CAPACITY, OR MERCHANTABILITY OF SUCH INTERNET ACCESS.**
- 3. This Agreement constitutes the entire agreement between the parties hereto, and the Provider is not liable nor bound in any manner by expressed or implied warranties, guarantees, promises, statements, representations or information pertaining to the subject matter of this Agreement or any other matter whatsoever made or furnished by any person, the Provider or otherwise, unless such warranties, guarantees, promises, statements, representations or information are expressly and specifically set forth in this Agreement.**
- 4. User agrees to abide by all local, state, federal and international law which is or may be applicable to use of the Internet or the information accessed by use of the Internet. User also agrees to comply with all reasonable rules imposed by networks to which User gains access through Provider. User agrees not to commit any Internet bad practice, including, but not limited to, issuing unsolicited mass e-mails (spamming), advertising on discussion boards or in news groups, harassment of other users, or the posting of inappropriate or offensive material; and that Sierra may monitor compliance. Unacceptable behavior may result in termination of services. The User agrees to hold the Provider harmless, and indemnify Provider, from any and all attorneys fees, liability, loss, damage, costs, injury, expense, obligation, claim, demand or pretension arising out of the User's use of the Internet or the information accessed by use of the Internet through Provider.**
- 5. User agrees to pay Provider for User's use of Internet access provided through Provider in accordance with Provider's current use rate schedule. Provider may increase or decrease such rates at any time, and User agrees to pay in accordance with such changed rate schedule following notice thereof unless User terminates this Agreement and use at the time of receiving such notice. Invoices will be mailed to User on or about the first day of each month for service for the ensuing month in advance. User agrees to pay invoices on or before the 15<sup>th</sup> of the month in which such invoice is received. Billing commences on the day services are activated and will be pro-rated for the first month based upon the date which service commences, without regard to commencement of use. User will pay the amount billed from activation of services to termination of this Agreement without regard to use or non-use of service. Service shall continue until either User or Provider notifies the other in writing of termination of the Agreement. Service will be terminated on the first day of the month following the request. Termination does not release the User from the obligation to pay for service provided prior to the date of termination. Past due user fees shall accrue interest at the rate of 24% per annum. In the event Provider uses an attorney or collection agency to collect past due fees or in connection with any issue arising under this Agreement, Provider shall be entitled to recover from User attorney fees and all collection costs incurred by Provider.**
- 6. This Agreement is subject to local, state, federal and international law, and shall be deemed amended thereby, including any future amendments to such law.**
- 7. This Agreement may be terminated by either User or Provider at any time for any reason, including but not limited to violation of this Agreement, or no reason. Neither party shall be required to provide or disclose any reason for termination.**