



**Sierra Communications, Inc.**  
*a subsidiary of Baca Valley Telephone Company, Inc.*  
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 www.bacavalley.com



## *Personal Page Web Hosting User Agreement*

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

**Customer Name:** \_\_\_\_\_ **Telephone #:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

### Personal Web Space

____ Personal Page (20MB space) <b>Free with Unmeasured or High-Speed service</b> .....	No Charge
____ Additional Web Space \$5.00 per 5MB .....	\$ _____
____ Setup Fee Personal Page \$5.00 .....	\$ _____
<b>Total Due</b> (1 <sup>st</sup> month service and setup fees must be included with application).....	\$ _____

### Information Required for Set-up:

**User Name:** \_\_\_\_\_ **Password:** \_\_\_\_\_  
 (Existing User Name) (Existing Password)

**Personal Page:** Your web address will be **www.bacavalley.com/users/** \_\_\_\_\_  
 (User Name)

Would you like to be listed in our **Member Web Sites Directory** \_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, how would you like to be listed? \_\_\_\_\_  
 (Listing for Member Web Sites Directory)

**I agree to the services checked above and have read and agree to the Web Hosting Terms of User Agreement. I am 18 years old or older and will provide verification of my age if requested.**

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

### You must have software that enables you to transfer your web files to our server

<p><b>If you are using Front Page your settings are:</b></p> <p><b>http://users.bacavalley.com/</b> _____          (User Name)</p> <p><b>Login:</b> _____          (User Name)</p> <p><b>Password:</b> _____          (Password)</p>	<p><b>If you are using FTP software your settings are:</b></p> <p><b>Host Address:</b> users.bacavalley.com</p> <p><b>Port:</b> 21</p> <p><b>Login:</b> _____          (User Name)</p> <p><b>Password:</b> _____          (Password)</p>
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For office use only: new\_\_\_ change\_\_\_ cancel\_\_\_ dns\_\_\_ server\_\_\_ billing\_\_\_ ssn\_\_\_ list\_\_\_ dir\_\_\_ uc\_\_\_ bk\_\_\_ cc\_\_\_ ntfld\_\_\_ file\_\_\_

Additional charges: \_\_\_\_\_ (Reconnect fee for non-payment, returned checks, etc.)

## WEB HOSTING TERMS OF USER AGREEMENT

The customer named on the opposite side of this page ("User"), in consideration of the provision of Web Hosting Services by Sierra Communications, Inc. ("Provider") understands this Agreement governs the access and use of all services which are provided by or through the Provider web site and online resources, including without limitation the Provider web site building and hosting services (collectively, the "Service") and agrees to the following:

1. **User acknowledges and agrees that the Provider's responsibility hereunder is limited to providing User with web hosting services, 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 suitability of User's equipment or software** for accessing and maintaining User's web site;
  - 1.3 **Maintenance of or troubleshooting equipment, or software** used by User to access and maintain User's web site;
  - 1.4 **Any consequence of User's use of this service**, including use which violates or may violate the law or rights of others;
  - 1.5 **Any damages which User may suffer** by use of or inability to use this service;
  - 1.6 **Interruption of services** whether caused by Provider or by sources not within the control of Provider:

**User acknowledges that Sierra does not and cannot assure the privacy of Services. 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 WEB HOSTING SERVICES. 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 WEB HOSTING SERVICES AS TO THE QUALITY, FITNESS, CAPACITY, OR MERCHANTABILITY OF SUCH WEB HOSTING SERVICES.**
3. **Provider may establish account limitations** concerning the use of the Service, including without limitation, (a) the maximum number of days that email messages or other content posted on the User Web Site will be retained by Provider (b) the maximum limits on bandwidth usage that will be allotted to User, (c) maximum limits on storage space, (d) the maximum number of Web sites and number of pages within each site per User Account. User agrees that Provider has no responsibility or liability for the deletion or failure to store any content maintained or transmitted by the Service. Member further acknowledges and agrees that Provider reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.
4. **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.**
5. **User agrees to abide by all local, state, federal and international law which is or may be applicable to use of the Service. 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, copyright infringement, 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 will 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 Service.**
6. **User agrees to pay Provider for use of Service provided 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. 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.**
7. **This Agreement is subject to local, state, federal and international law, and shall be deemed amended thereby, including any future amendments to such law.**
8. **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.**