

Poplar Bluff Internet, Inc. User Agreement

THIS AGREEMENT is made between **USER** and Poplar Bluff Internet, Inc., a Missouri corporation and Internet service provider, (hereinafter "**PBII**"), for the purpose of **USER** obtaining certain on-line computer services by **PBII**. In consideration of the mutual covenants and promises made herein, the parties hereby agree as follows:

1. Services.

In consideration of the **USER**'s promise to pay monthly fees as set forth below, **PBII** hereby agrees to provide **USER** with basic on-line computer services including, but not necessarily limited to, access to the Worldwide Web and the Internet, the ability to send and receive e-mail, and other services as fully set forth in Exhibit A which is attached hereto and incorporated herein by this reference. **PBII** reserves the right to offer additional basic services or substitute equivalent services at its discretion. **USER** may use **PBII**'s services from different locations and computers with the stipulation that **USER**'s account never be simultaneously used by more than one computer at a time, applicable charges for using **PBII**'s toll-free service & metered service areas do apply and **PBII** is not responsible for toll-calls made by **USER** to connect to **PBII**'s service. **USER** may only authorize the use of **USER**'s account to other members of **USER**'s immediate household.

2. Term and User Fees.

In consideration and payment for the basic service to be provided by **PBII**, **USER** agrees to be bound by the provisions of this Agreement for the term selected by **USER** below, and to pay the associated monthly fee selected. However, **PBII** reserves the right to alter its user fee rate structure in the event significant advances in technology result in cost savings which, in the judgment of **PBII**, should be passed on to the customer or which make current dial-up connection services obsolete or inefficient. The foregoing notwithstanding, any such adjustment which results in an increase of **USER**'s rate requires **USER**'s consent pursuant to paragraph 10 below. If said consent is not given, this agreement shall immediately terminate at no cost to either party.

3. Method of Payment.

To facilitate prompt payment and provision of services under this agreement, **USER** hereby agrees that all payments made under this agreement shall be by automatic bank draft. Upon execution of this agreement, **USER** will provide **PBII** all necessary information and/or documents, and will execute all necessary authorizations, to allow **PBII** to establish an automatic draft from **USER**'s account.

4. Use in Excess of 300 Hours, Additional Services, and Fees. PARAGRAPH 4 IS ONLY FOR UNMETERED ACCOUNT AREAS.

USER agrees and understands the monthly fee described in paragraph 2 and Exhibit A and selected below is in consideration for **PBII**'s basic services. **USER** acknowledges that average use of basic on-line services does not exceed 300 hours per month. Consistent use in excess of 300 hours per month may result in **USER**'s account being switched, at **PBII**'s sole discretion, to a dedicated account at **PBII**'s then existing rates. **USER** also acknowledges other services are available from **PBII** for an additional charge. A list of such other services which are currently available from **PBII**. However, **PBII** reserves the right to discontinue such services, offer additional services, and to adjust fees at its discretion.

5. Temporary Service Interruption.

USER agrees and understands that, while **PBII** will use every effort to avoid temporary service interruptions, such interruptions may occur from time to time as a result of **PBII**'s need to upgrade, repair, and maintain its equipment. Moreover, **USER** agrees and understands temporary service interruptions may occur as a result of events totally beyond **PBII**'s control. Such events include, but are not necessarily limited to, power or telephone outages caused by wind, fire, earthquake, or other catastrophic event, interruption of such services caused by individuals other than **PBII**, and interruption of **PBII**'s access to its backbone provider as a result of said provider's need to upgrade, maintain, or repair its own facilities. **USER** hereby agrees that such temporary interruptions in service will not constitute cause to terminate this Agreement. For the purpose of this Agreement "Temporary Service Interruptions" shall mean an interruption of service less than 48 hours in duration.

6. PBII's Rules and Regulations.

USER hereby agrees to abide by any and all of **PBII**'s rules and regulations for accessing the services provided hereunder. Any breach of said rules and regulations shall be cause for immediate termination of services and shall be considered an act of default under this Agreement.

Exhibit A – Monthly Rates of Service

Account	Monthly	2-year term
Unmetered	\$21.95	\$17.95

7. Termination and Default.

Except for termination as a result of rate increases as set forth in paragraph 2 above, the parties hereby agree this Agreement may be terminated only for just cause as that term is defined below. Other than termination for cause, and subject to the provisions concerning temporary service interruption set forth above, **PBII** agrees to provide **USER** with basic on-line computer services for the full term of this Agreement. Similarly, **USER** hereby agrees to be bound by the terms of this Agreement for the full term hereof and, in the absence of just cause, **USER** agrees **USER** may not terminate this Agreement. As used in this paragraph with regard to the **PBII**, "just cause" means **USER**'s failure to pay for services as required under this Agreement, **USER**'s failure to abide by **PBII**'s rules and regulations, or **USER**'s breach of any federal, state, or local law, ordinance, or regulation concerning the use of on-line computer services. **USER** hereby agrees and acknowledges that **PBII**'s policies with regard to termination have been explained to **USER** and that services may be terminated for cause without further notice except as may be provided pursuant to **PBII**'s policies, rules, and regulations. As used in this paragraph with regard to the **USER**, "just cause" shall mean the failure of the **PBII** to provide basic on-line computer services for a period of time in excess of 48 hours. The foregoing notwithstanding, "just cause" does not include **USER** receiving busy signals when **USER** attempts to connect to **PBII**'s service. In the event **PBII** terminates this Agreement for cause, **USER** shall be liable for one half of all monthly fees required by this Agreement, said amounts to be paid in a single lump sum immediately following such termination. By way of example, but not limitation, a **USER** who requests two (2) years service but terminates the contract without just cause after six (6) months shall pay, in a single lump sum, an amount equivalent to nine (9) monthly payments. In the event **PBII** failure to provide basic services, **USER** shall be released from any and all liability for the remaining term of this Agreement. However, written notice of said termination shall be provided to **PBII** no later than 31 days following the event or events resulting in **PBII**'s failure to provide basic services and shall describe said events with sufficient clarity for **PBII** to identify the cause of said failure.

8. Remedies are Cumulative and Non-Exclusive.

The remedies provided to the parties in the event of default are cumulative and no one of them shall be deemed exclusive of the others or of any other such rights, powers, remedies, options, or elections which now exist, or which may hereafter be available, in law or in equity.

9. Agreement Binding on Successors.

This Agreement shall be binding upon the parties, their heirs, representatives, legatees, successors, and assigns.

10. Entire Agreement and Modification.

This Agreement constitutes the entire agreement between the parties. Both **PBII** and **USER** acknowledge there are no other agreements or understandings, whether verbal or in writing, which supplement, amend, modify, or otherwise effect the terms of this Agreement. Moreover, the parties agree that this Agreement may not be modified unless such modifications are placed in writing, signed by the parties hereto, and attached to this Agreement.

11. Choice of Law, Severability, and Venue.

Any issue with regard to the interpretation, meaning, and enforceability of this Agreement shall be construed according to the laws of the State of Missouri as it now exists, or may hereafter be amended. The parties hereto shall, at all times, comply with all local, state, and federal laws and regulations relating to the performance of this Agreement. In the event it is determined any terms of this Agreement violate any of the aforementioned laws and regulations, the other terms hereof shall remain in full force and effect unless and until declared invalid by a court of competent jurisdiction. It is agreed by the parties that any action at law or equity to enforce or construe this Agreement, or which is brought with regard to the alleged breach hereof, shall be instituted only in the Circuit Court of Butler County, State of Missouri.

IN WITNESS WHEREOF the parties have entered into this Agreement on the date first written below.

Date: _____ Username: _____

Full name: _____
(herein "**USER**")

This is for an unmetered account AND 2-year term:

Your monthly rate will be: **\$17.95**

USER

PBII

Poplar Bluff Internet - Check Draft Authorization Form

NAME _____ EMAIL _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

I authorize Poplar Bluff Internet, Inc. to initiate variable debit entries to my checking account identified below in payment for Internet services and other purchases I authorize Poplar Bluff Internet to put on my monthly Internet bill. I authorize my financial institution identified below to debit my account for these payments.

Billing Day for all auto-payment check draft customers will be the 1st day of the month. Debits may occur as many as four times per month to obtain payment for goods and services provided by Poplar Bluff Internet and semo.net. Those debits will occur on the 5th, 10th, 15th, and the 25th of each month. I understand that, if any amounts are owed as of those dates, money will be deducted from my account. I further understand that, if no amounts are then owing no amounts will be deducted from my account. If there are insufficient funds in my account at that time, the account will be accessed on the next access date, along with Poplar Bluff Internet's customary \$20.00 returned check fee.

I may revoke this authorization at any time by providing written notice to Poplar Bluff Internet, Inc. 30 days prior to the next due date of the pre-authorized debit. I agree that revocation of this authorization does not terminate any contract for goods or services that exists between me and Poplar Bluff Internet, Inc. This authorization applies only to the method of payment and does not have any bearing on any contract for goods and services exchanged.

I understand it is my responsibility to notify Poplar Bluff Internet if I change banks or account numbers by mailing/faxing a new voided check. I agree that if my check is returned or dishonored by my bank for any reason, the amount will be automatically debited from my account plus a processing fee determined by State law.

SIGNATURE

DATE

ATTACH VOIDED CHECK HERE

-----OR-----

Poplar Bluff Internet - Credit Card Authorization Form

NAME _____ EMAIL _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CARDHOLDER'S NAME _____

CREDIT CARD NUMBER _____ EXPIRES _____

I authorize Poplar Bluff Internet, Inc. to initiate variable credit entries to my credit card identified above in payment for Internet services received and other purchases I authorize Poplar Bluff Internet to put on my monthly Internet bill.

I may revoke this authorization at any time by providing written notice to Poplar Bluff Internet, Inc. 30 days prior to the first business day of the month I want this agreement to end. I agree that revocation of this authorization does not terminate any contract for goods or services that exists between myself and Poplar Bluff Internet, Inc. This authorization applies only to the method of payment and does not have any bearing on any contract for goods and services exchanged.

I understand it is my responsibility to notify Poplar Bluff Internet, Inc. if I change account numbers or credit card companies by mailing/faxing a new authorization form. I agree that if my credit card company refuses payment after three consecutive attempts on separate days, a \$5 late fee may be applied to my account.

SIGNATURE

DATE