

Please carefully read and review the terms and conditions of this Agreement before using the Service. This is a legal agreement between you and Tiger Mountain Technologies, LLC. ("TMT") for the use of Internet Access Service and related features (the "Service"). By completing the registration and using the Service, you signify your agreement to all terms, conditions, and notices contained or referenced herein. If you do not agree to these Terms of Use do not use the service. We reserve the right, at our discretion, to update or revise these Terms of Use. Please check TMT's web site, www.lewiscounty.com periodically for changes. Your continued use of this service following the posting of any changes to the Terms of Use constitutes acceptance of those changes. By using the Service, you also agree to abide by TMT's Acceptable Use Policy, including but not limited to, agreeing not to use the Service for any unlawful purpose. A copy of the Acceptable Use Policy, which you should review, is furnished separately and can be found on TMT's web site.

The Service is defined as Internet Protocol ("IP") connectivity to the Internet gateway using statically assigned IP addresses. TMT will employ best commercial efforts to provide transmission speeds equal to the package purchased (between the customer location and the TMT's Internet gateway). The actual data throughput experienced by you will be variable and will depend on several factors including the data overhead inherent with IP connections, your location, destination on the Internet, traffic on the Internet, interference with high frequency spectrum on your telephone line, etc. No minimum level of speed is guaranteed. While TMT will employ best commercial efforts to maintain service availability, no guarantee is made regarding continuity of the Service, or the ability to log on to the Service.

GENERAL

1. Use of the Service supplied by TMT is expressly limited to you and your immediate family or direct employees. Account sharing or resale is not permitted. Transfer of the account to any other person or entity, or to another location outside of your home or business, without the approval of TMT, is prohibited.
2. Because our country allows the free interchange of ideas, you should be aware that some sites, accessible via TMT's Service may allow posting, retrieval, and/or electronic mailing of materials that you may consider obscene or objectionable.
3. You must be at least 18 years of age to use the Service. You may, at your discretion, permit minors to use the Service under adult supervision. If you wish to utilize parental control (filtering) software designed to limit access to certain material on the Internet, such software may be obtained from your local software distributor for a fee. TMT currently offers no filtering solution. Parental control software may not prevent access to all information of the type it is intended to filter, and therefore, is not a replacement for adult supervision.
4. You are responsible for confidentiality of all account numbers and passwords. TMT will suspend access or change access to your account immediately upon notification that a password has been lost, stolen or otherwise compromised. You must notify TMT within 24 hours of discovering any unauthorized use of your account.
5. Some material downloaded from the Internet may contain computer viruses. In addition, hackers can gain access to your computer when it is connected to the Internet. TMT strongly recommends that you install virus detecting and firewall software on your computer. TMT does not supply this software. You must obtain it from other sources. In addition, you should follow industry accepted security practices such as not opening e-mail from unknown sources. TMT will if at all possible try to prevent viruses from coming to your computer using virus protection on your email accounts. However, we do not guarantee this feature to be 100% accurate. Therefore it is important that you carry some type of virus software protection and keep it updated on your computer.
6. You are responsible for backing up of data on your computer before installation of hardware and software. This Agreement anticipates that hardware and software needed to use the Service will be installed by a TMT technician. If necessary; however, you may perform the computer hardware and software installation yourself. TMT will supply a DSL modem, a filter, necessary software and install the service over telephone lines to your location. The purchase of the modem and filters are included with activation fee for your use with a 12 month commitment, as long as service is connected. **If you end your service prior to 12 months, you will be charged a \$149.95 penalty. If the modem becomes damaged, destroyed, lost or stolen during your 12 month contract, you will be liable for the cost of the repair or replacement.** We strongly urge you to protect the equipment with an approved surge arrester. TMT has surge protectors that you may purchase. If your equipment must be replaced, you are required to pay the current cost of equipment, software and installation.
7. With your service, TMT will provide you two email accounts with spam and virus protection, 10 Mb of web storage space.

BILLING

1. You agree to pay TMT all charges relating to use of your account.
2. TMT reserves the right to change prices with 30 days notice.
3. All invoices are billed on the first of the month and payment is due by the 15th.
4. TMT may charge a \$25 service fee for all returned checks or returned drafts.

5. TMT reserves the right to suspend access to the Service upon an indication of credit problems including delinquent payments. A reconnection charge of \$15 will apply after payment of any outstanding balance.
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OWNERSHIP/COPYRIGHT

1. Information available on the Internet is the property of its providers or other Internet users. You shall not redistribute, reproduce, or commercially exploit such information without express written permission of its owner. Information providers shall have the right to assert and enforce such copyright provisions directly on their own behalf.
 2. You agree that any material submitted for publication on the Internet through your account(s) does not violate or infringe upon any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything obscene, objectionable, or libelous.
 3. You acknowledge that safeguards relative to ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet or other services or content accessible through TMT's Service. You assume all risk and liability of your use of the Internet and such content.
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DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY

1. TMT'S INTERNET SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THESE SERVICES OR ANY INFORMATION OR SOFTWARE PROVIDED THEREBY.
 2. Some sites accessible via TMT's Service allow posting, retrieval, and/or electronic mailing of materials that may be considered obscene or objectionable. TMT assumes no responsibility for any content on the Internet or content that you post to the Internet.
 3. TMT makes no warranties as to the speed or performance of the system, including, but not limited to, any warranty that any data files or other communications will be transmitted in uncorrupted form or within a reasonable period of time, or that the Service will be uninterrupted or error free. There is no guarantee of message delivery.
 4. TMT is not responsible for your personal files residing on the Internet. You are responsible for independent backup of such data.
 5. The Service allows you to access, via the Internet, certain content, merchandise and services for which there are charges payable to third parties. You, and not TMT, have the sole responsibility to pay these charges and shall indemnify and hold harmless TMT for all liability in connection to such charges.
 6. There is a risk that you could be subject to a variety of security breaches. This means that other people, without your knowledge or permission, may be able to access, monitor and alter your computer files or render your computer inoperable. You should also be aware that when using the Internet there are certain applications, in which you may willingly allow others to gain access to your computer. In either case you should take the appropriate security measures to protect your computer against unauthorized access. TMT shall have no liability whatsoever for any damage caused by bugs, viruses, or security breaches to your computer.
 7. Installation of hardware and software necessary to use the Service could result in damage to your computer, or loss of data files. You are responsible for backing up all data files stored on your computer prior to installing the software and connecting to the service. TMT shall have no liability for damage to your computer or loss of data files. If necessary, you give TMT permission to install software and hardware on your computer in order to setup your DSL. By signing this agreement you give TMT permission to do so and will not hold TMT liable for any damages or loss of files on your computer.
 8. TMT shall not be liable for any delay in or failure to perform the services caused by circumstances entirely beyond its control such as those occasioned by acts of God or other causes which it could not have reasonably foreseen or any other cause which similarly impedes the providing of service.
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OPERATION

1. TMT reserves the right to change the Service without notice including but not limited to access procedures, hours of operation, menu structures, commands, documentation, and services.
2. TMT reserves the right to delete customer personal files which have not been accessed for more than one month.
3. You are warned that Internet services may be interrupted for several reasons, including but not limited to malfunctions, maintenance or improvement to protect network resources in the event of malfunctions or misuse. You acknowledge that there may not be advance notification of any such interruption of service.

4. TMT reserves the right in its sole discretion to delete any information you entered in Internet computer systems. TMT and its authorized representatives shall have the right, but shall not be obligated, to edit publicly viewable information.
 5. TMT, at its sole judgment, may immediately suspend your access to the service upon any breach of any of these Terms and Conditions, including, but not limited to, refusal or failure to pay for services provided, or abusive and/or disruptive online behavior.
 6. TMT reserves the right to terminate access to service for any customer account which has not been active for two months or longer.
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TERM/TERMINATION

Minimum Service Requirement: The initial period begins when service is installed and working. If prior to the end of the initial period, you cancel the Service for any reason or TMT terminates the Service due to your breach of the Agreement, you agree to pay TMT an early termination charge of \$150.00. This agreement shall remain in effect for the initial period and thereafter. After the initial period, either party may terminate this Agreement at any time by providing the other party written or verbal notice. Under certain conditions the early termination charge may be waived if you return the modem supplied by TMT in the same condition as when received, ordinary wear and tear accepted. You are responsible for the cost of removal and return.

AMENDMENT

TMT may change, modify, add or remove portions of this Agreement at anytime. TMT will provide notice of such changes to this Agreement by electronic mail or by the posting of a notice on its web site. Your continued use of the Service following notice of such change shall be deemed to be your acceptance of any modification. If you do not agree to any modification of this Agreement, discontinue using the service and notify TMT to terminate your connection to the Service.

GOVERNING LAW

This Agreement, the rights and obligations of the parties hereto, and any claims or disputes hereunder, shall be governed by and construed in accordance with the laws of the State of Washington