

TERMS OF USE AGREEMENT: ONLINE BILL PAYMENT

Big Bend Telephone Company (Big Bend) Web Site (the "Service") is an on-line document presentment and payment service provided by Big Bend. It is recommended that all payment authorizations be received by Big Bend at least three (3) business days before the actual due date, not the late date, to allow processing time and prevent late payments.

Please read this Agreement carefully before accessing or using the Service. By accessing or using the Service, you agree to be bound by the terms and conditions below. If you do not accept the terms and conditions of this Agreement, you may not access or use the Service. Big Bend may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement.

Document Presentment and Payment Services. By accessing the Service, you authorize

Big Bend to establish and maintain your documents and payment authorizations and Big Bend to process your payments according to your instructions.

When Big Bend receives a payment authorization, you authorize Big Bend to charge your transaction account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that LivCom will complete most transactions within twenty-four (24) hours of the day designated, it is understood that due to circumstances beyond the control of Big Bend, particularly delays in handling and posting payments by slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

For this reason, it is recommended that all payment authorizations be received by Big Bend at least three (3) business days before the actual due date, not the late date. If you properly follow the procedures described herein, and Big Bend fails to process payment authorizations in a timely manner, Big Bend will not impose any additional fees or charges for late payments. In any other event, including, but not limited to, sending a payment authorization less than three (3) days prior to the actual due date, the risk of incurring and the responsibility for paying any and all late charges or penalties shall be borne by you.

LivCom will use its best efforts to process all your payment authorizations promptly and properly. However, Big Bend shall incur no liability if it is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account.

You have not provided Big Bend with correct names or account information.

Circumstances beyond Big Bend's control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper transmission of your payment authorization and Big Bend has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing, three (3) exceptions to the Big Bend performance obligations are applicable, Big Bend shall be responsible for properly directing the payment authorization.

THE FOREGOING SHALL CONSTITUTE BIG BEND'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER.

Authorization of payment of taxes or court-directed payment through the Service is prohibited.

Password and Security. The Service will be accessible through a password chosen by you. You agree not to give or make available your password to any unauthorized individuals. If you believe that your password has been lost or stolen or that someone may attempt to use your password without your consent or has authorized payments without your permission, you must notify Big Bend at once.

You must not restrict or inhibit any other Big Bend customer from using the Service. You may not send any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, threatening, offensive, or otherwise objectionable information of any kind. You may not use the Service to conduct any illegal activity or solicit the performance of any illegal activity, including without limitation the U.S. export control laws and regulations.

Your liability for Unauthorized Transfers. If you tell us within two (2) business days after you discover your password or the Software has been lost or stolen, you can lose no more than \$50.00 if someone uses your LivCom account without your permission. If you do not tell us within two (2) business days after you learn of such loss or theft, and we can prove that we could have stopped someone from using your password or the Software without your permission if you had told us, you could lose as much as \$500.00.

In the event Your Bank Returns a Transaction. In using the Service, you are requesting Big Bend to make payments for you from your designated transaction account. If your financial institution, or the holder of the account from which you have designated payment is unable to process a transaction (for example, there are not sufficient funds in your account to cover the transaction), the transaction may not be completed.

Types of Payments and Limitations on Payees

You may use the Service to authorize payment from an account that you designate. Big Bend reserves the right to refuse to pay any person or entity to whom you may direct a payment. Big Bend is obligated to notify you promptly if they decide to refuse to pay a person or entity designated by you. This notification is not required if you attempt to pay tax or court-related payments, which are prohibited under this Agreement. The maximum payment amount allowed for a single transaction is \$1,250.00.

Charges

As a customer of the Service, you will not be charged by Big Bend for receiving a document electronically. There may be a \$3.00 charge for electronic payments as well as a charge for additional transactions and other optional services.

Exclusion of Warranties

BIG BEND IS PROVIDING THE SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE. BIG BEND DOES NOT WARRANT THAT THE SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

Limitation of Liability

IN NO EVENT SHALL BIG BEND OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF BIG BEND OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON BIG BEND, ITS LICENSORS OR SUPPLIERS, BIG BEND'S AND ITS LICENSORS OR SUPPLIERS TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICE. Some jurisdictions prohibit exclusion or

limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction.

Assignment

You may not assign this Agreement to any other party. Big Bend may assign this Agreement to any future, directly or indirectly, affiliated company. Big Bend may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

General

This Agreement is governed and shall be construed in accordance with the laws of the State of Texas, excluding its choice of law rules. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between Big Bend and you concerning the Service. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

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