

## Warm Springs Telecom



PO Box 910 Warm Springs Or. 07761

Warm Springs Telecom hereby files this supplement in Docket UM 1822.

1. Warm Springs Telecom did not have any complaints made by any of our customers to the FCC during 2016.
2. This supplement certifies that the company complies with all minimum service standards and is able to remain functional during emergencies.

To this end, a document was attached to the original filing that gave a complete explanation of the outages that occurred during the past year, and what measures were taken to remedy these outages at that time and for the future.

<410> Complaints per 1000 customers for fixed voice 28.

- This does not include the outages (as indicated in our attachment) that were a result of severe weather.
- These were complaints made to the company (not to the FCC) and resolved immediately. Many were complaints of service shut downs due to lack of payment, according to the policies of WST, not service quality.

- <500> Certify compliance with applicable service quality standards and consumer protection rules  
**This is to certify that Warm Springs Telecom is in compliance with applicable service quality standards and consumer protection rules.**

- <510>  
Descriptive document for Service Quality Standards & Consumer Protection Rules Compliance

(SEE ATTACHED)

- <515>  
Certify compliance with applicable minimum service standards  
**This is to certify that Warm Springs Telecom is in compliance with applicable minimum service standards.**

# WARM SPRINGS TELECOMMUNICATIONS COMPANY (WSTC) SERVICE AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE USING ANY WSTC Service.

This is an agreement between Warm Springs Telecommunications Company (WSTC) and you (customer) to provide telecommunications service ("the service"). By using the service and the equipment described in this agreement you are agreeing to be bound by this Agreement, including future revisions. The most recent versions of all WSTC policies are available upon request from WSTC.

1. WSTC reserves the right to change prices of the service upon 30 days notice. WSTC reserves the right to change features of the service at any time. Current Service prices and features may be obtained by visiting our office at 4202 Holliday St. or by calling (541) 615-0555.

## 2. THE SERVICE

Depending on the type of service that you sign up for, the service may include Internet access, email, telephone service, calling features, long distance and other services. From time to time WSTC may impose reasonable rules and regulations regarding the use of the services.

The service speed for Internet can vary depending on location, signal quality, Internet traffic, and other factors beyond the control of WSTC. WSTC provides the service on a "best effort" standard and does not guarantee upload or download speeds. Some line stabilization may be necessary for service. Line stabilization could include the lowering of line speed. Should the lowering of line speed occur, WST will not be able to increase the line speed once the connection is stabilized.

You may purchase other Internet accounts from other vendors for redundancy or additional bandwidth. WST is not responsible for errors that may occur while using other vendors.

Email accounts exceeding allotted email space may, depending on the service and at WSTC's discretion, be suspended and be transferred to a compressed temporary file or storage or may be deleted. WSTC may delete the temporary file from the server 30 days after notifying you.

## 3. CANCELLATION/TERMINATION OF SERVICE

To cancel the service you must do the following:

You must either call Warm Springs Telecom at (541) 615-0555, 615-0550, or visit the WSTC office to place the cancellation request. Cancellations will occur at the end of the billing cycle after the notice of cancellation is received and processed.

WSTC may terminate this Agreement, your password, your account, or your use of the services for any reason, including, without limitation, if WSTC, in its sole discretion, believes you have violated this Agreement, or if you fail to pay any charges when due. Termination notice will be sent by U.S. Mail to the address you provide for the service.

## 4. EQUIPMENT

All equipment will be purchased by the customer prior to using the service. All sales are final, no cancellations, returns, or refunds on equipment purchases. WSTC, in its discretion, may replace equipment due to manufacturer's defect at no cost to you under the following circumstances: You call the WSTC Technical Support Department within 30 days of your original purchase date; The WSTC Technical Support Department certifies that a defect has occurred and; You return the equipment in the original packaging (or equivalent).

## 5. ACCOUNT REQUIREMENTS

In order to order and receive the Service, you must be at least 18 years old and may have to provide a valid credit card or other forms of payment. A \$20 deposit may be required for Long Distance service. The service must be available to your location. The service requires that you have electricity and devices to attach to your service (Computer, Gaming console, etc). You are responsible for charges for the service regardless of the status of these separate services. Computers will have to meet certain minimum requirements.

## 6. PAYMENT

You will be charged a monthly service fee and applicable surcharges. Some services may also include charges for hardware, activation or early cancellation (cancellation before install). WSTC may offer, from time to time, certain promotions with different terms, activation fees, and monthly charges. You must provide accurate billing information including legal name, address, telephone number, and credit card/billing information or other method of payment, and report all changes to this information within 3 days of the change.

You are responsible for any charges to your account. Questions regarding charges to an account should be directed to WSTC at (541) 615-0555. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old.

Charges may be billed to your credit card, debit card or checking account, as applicable, each month for the service and any additional usage, services, taxes and fees. WSTC is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by WSTC. Payment by check is due on the due date specified in your bill. You agree to maintain valid and current billing information on file with WSTC at all times.

## 7. YOUR ACCOUNT, PASSWORD, AND SECURITY

Upon service activation, you will receive certain account information. You and members of your household are the only authorized users of your the account and must comply with this Agreement. You must keep your password confidential so that no one else may access the services through your account. You must notify WSTC immediately upon discovering any unauthorized use of your account.

## 8. INSTALLATION

The Service includes equipment provided by WSTC ("the Equipment"). The equipment remains the property of WSTC. The use, inspection, maintenance, repair, and removal of the Equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all of your existing computer files and data. WSTC and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals.

WSTC DOES NOT REPRESENT, WARRANT, OR COVENANT THAT INSTALLATION BY YOU OR A THIRD PARTY CHOSEN BY YOU WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE, OR USE THE SERVICES, NOR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES, OR PERIPHERALS. IN ADDITION, WSTC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, OR FOR THE FAILURE TO PROPERLY INSTALL, ACCESS, USE, OR OPERATE THE EQUIPMENT OR SERVICES BECAUSE OF YOUR INSTALLATION. THE FOREGOING LIMITATION OF LIABILITY IS IN ADDITION TO AND SHALL IN NO WAY BE CONSTRUED TO LIMIT ANY AND ALL LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT.

WSTC will make its best effort to provide the Service. Because of the complex nature of Internet and telephone service, availability, and the underlying infrastructure, it may not be possible to provide the service to everyone. In its sole discretion, WSTC may cancel the installation process and refund any money that you have paid. WSTC will notify you of its intent to cancel as soon as reasonably possible. It may take more than 30 days to determine if WSTC is able to provide service. WSTC shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the service.

## 9. MONITORING THE SERVICES

WSTC has no obligation to monitor the services, but may do so and disclose information regarding use of the services for any reason if WSTC, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the service properly;

or protect itself and its customers. WSTC may immediately remove your material or information from any WSTC server, in whole or in part, which WSTC, in its sole and absolute discretion, determines to infringe another's property rights or to violate our policies or laws.

WSTC reserves the right to restrict bandwidth to any user whose traffic or usage results in slowdowns of the network. The system is not intended for certain server use such as hosting large web pages, hosting download pages, providing streaming media, or hosting game servers.

## 10. SOFTWARE

There is no software required for installation or use of the service.

## 11. DISCLAIMERS AND WARRANTIES

EQUIPMENT MAY BE SUBJECT TO THIRD PARTY WARRANTIES, WHICH MAY BE PASSED THROUGH WSTC TO YOU AT NO ADDITIONAL CHARGE. WSTC WILL COMPLY WITH ALL REASONABLE REQUIREMENTS NECESSARY TO AFFECT THE PASS-THROUGH OF THE WARRANTY TO YOU. AT ITS SOLE OPTION WITHIN THE INITIAL TERM, WSTC OR ITS AGENT MAY REPLACE A DEFECTIVE HARDWARE ON BEHALF OF THE MANUFACTURER, PROVIDED YOU FOLLOW ALL APPLICABLE PROCEDURES AND OBTAIN A RETURN MATERIALS AUTHORIZATION (RMA) NUMBER. THIS WARRANTY DOES NOT COVER DEFECTS RESULTING FROM ACTS OUTSIDE OF WSTC'S CONTROL, USE CONTRARY TO SPECIFICATIONS OR INSTRUCTIONS, OR REPAIR OR MODIFICATION BY ANYONE OTHER THAN WST OR ITS CONTRACTOR. WSTC RESERVES THE RIGHT TO MODIFY THIS WARRANTY AT ANY TIME. WSTC WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT DAMAGED BY ANY NATURALLY OCCURRING EVENT SUCH AS LIGHTNING, FLOOD, OR EARTHQUAKE OR OTHER EVENTS OUT OF WSTC'S CONTROL SUCH AS FIRE, POWER SURGES, OR THE ACTS OF OTHERS.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WSTC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. WSTC MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH WSTC OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY WSTC OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. WSTC AND IT EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

WSTC SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM: OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES; YOUR RELIANCE ON OR USE OF THE EQUIPMENT OR SERVICES, OR THE MISTAKES, OMISSION, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, ADWARE, SPYWARE, MALWARE, OR ANY FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICES; THE USE OF THE EQUIPMENT OR SERVICES BY YOU OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE FOREGOING LIMITATION APPLIES TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF WSTC, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST WSTC IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET OUT IN THIS AGREEMENT. ANY WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

## 12. MISCELLANEOUS

You may not assign your rights or delegate any of your duties under this Agreement without the prior written consent of WSTC, and any attempted assignment or delegation without such consent shall be void. If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. WSTC will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of WSTC as reflected in the original provision. Nothing in this Agreement or in the understanding of the parties construes upon the parties the status of agency, partnership, or other form of joint enterprise between the parties. WSTC may subcontract any work, obligations or other performance required of WSTC under this Agreement without your consent.

You shall indemnify and hold WSTC harmless against all third party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect and consequential), attorney's fees and expenses that WSTC may sustain or incur by reason of any breach or alleged breach of any term or condition of this Agreement, the Acceptable Use Policy, and WSTC's other agreements and policies and for any act or omission of you or your clients which are in any way related to the WSTC Service.

## 13. HOME NETWORKING TECHNICAL SUPPORT POLICY

Due to the wide range of hardware and software configurations and compatibility, WSTC cannot provide technical support for your home network. Should problems occur, WSTC will test its equipment up to the connection to your hardware, if the Equipment is found to be working, you will be responsible for sourcing your own support for your hardware. In certain circumstances, it may be necessary to refer you to the manufacturer of your hardware or software vendor for technical support of their products.

## 14. WSTC NETWORK MANAGEMENT PRACTICES

WSTC uses reasonable network management practices to provide the best overall network experience for our customers. The WSTC network provides voice, Internet and private data services to our customers.

WSTC voice packets are prioritized above data packets in order to provide quality voice service to our telephone customers. Internet and data services are provided on a best effort basis. We may limit a customer's bandwidth if that customer's usage adversely affects our other customers or our network. We may enforce usage limits by limiting a customer's bandwidth if that customer exceeds reasonable gigabyte usage.

WSTC implements firewalls to protect our network equipment. Customers as well as non-customers may be automatically blocked by our firewall if malicious packets are detected. This is typically caused by a customer's computer being compromised by a virus, Trojan, etc. and attempting to disrupt or break into our systems. We will unblock you when the source of the attack is corrected.