

## SCOTT Annette

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**From:** Marsha Spellman <Marsha.Spellman@warmspringstelecom.com>  
**Sent:** Thursday, August 04, 2016 11:33 AM  
**To:** PUC.FilingCenter  
**Cc:** MARINOS Kay  
**Subject:** Form 481 missing attachments  
**Attachments:** 9 19 13customerforms.pdf; emergency contact.docx; WST service agreement.pdf; Cover Sheet for Submission of.docx

Please find attached copies of Form 481 attachments inadvertently omitted from WSTC's previous filing. Also, please note that WSTC did not file on July 1 but worked with USAC to complete its Form 481 on July 17, and then filed a copy with the OPUC as soon as possible.

Thank you,  
Marsha Spellman



**Marsha Spellman, JD**  
**Regulatory Director**  
**Warm Springs Telecom**  
**PO Box 910**  
**Warm Springs, OR 97760**

**503-997-1685**  
**[marsha.spellman@warmspringstelecom.com](mailto:marsha.spellman@warmspringstelecom.com)**

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**Cover Sheet for Submission of  
2016 Annual ETC Certification Reports**

Name of Eligible Telecommunications Carrier: \_\_\_\_\_ Warm Springs Telecom \_\_\_\_\_

Filing date: \_\_\_\_\_ August 3, 2016 \_\_\_\_\_

Is this: Original submission? \_\_\_\_\_

OR

Revised submission? \_\_\_\_\_ x \_\_\_\_\_

Person to contact for questions:

Name: Marsha Spellman \_\_\_\_\_

Phone number: \_\_503-997-1685\_\_\_\_\_

E-mail address: \_\_\_\_\_marsha.spellman@warmspringstelecom.com\_\_\_\_\_

Documents included in this filing (please check applicable items):

\_\_\_\_\_ CAF/ICC Support (47 CFR § 54.304)

\_\_\_\_\_ Rate Floor Data (47 CFR § 54.313(h)) – if separate from Form 481

\_\_x\_\_ Form 481 (High-cost per 47 CFR § 54.313, Low-income per 54.422)<sup>1</sup>

Attachments:

- Line 510 (complying with consumer protections)
- Line 610 (emergency functionality)
- Line 1210 (WST Tribal Connect Application)

\_\_\_\_\_ Form 690 (Mobility Fund per 47 CFR § 54.1009)

\_\_\_\_\_ Affidavit for High-Cost Support

\_\_\_\_\_



P.O. Box 910  
 4202 Holliday Street  
 Warm Springs, OR 97761  
 (541) 615-0555  
 Fax (541) 615-0550

### TROUBLE REPORTING AND TROUBLE TICKETS

- 1) Customer must report a Service Outage by calling the Warm Springs Telecom (WSTC) customer support line at 541-615-0555.
- 2) Once the Service Outage is reported a Trouble Ticket will be opened. After the Trouble Ticket has been opened, the appropriate Department will initiate diagnostic testing and trouble isolation activities to determine the source of the difficulty and its severity. If the trouble is diagnosed as one which is the responsibility of WSTC, the responsibility and management of the trouble ticket will be assumed by the Department.
- 3) A Service Outage ends when the affected Service is fully operative. If the Customer reports Services to be inoperative but declines to release it for testing and repair, it is considered to be impaired but will not be deemed a Service Outage.

### POINT OF CONTACT INFORMATION

- 1) Customer shall keep WSTC informed in writing of the name, address, email, phone and fax number of the current individual and alternates serving as the point of contact.
- 2) WSTC shall keep Customer informed in writing of the name, address, email, phone and fax number of the current individual and alternates serving as the point of contact.
- 3) See following Table

Primary Technical Contact		Alternate Technical Contact	
Name:	Jose Matanane	Name:	Roxanne Johnson-Bisland
Title:	Operations Manager	Title:	Service Order / Dispatch Coordinator
Company:	Warm Springs Telecom	Company:	Warm Springs Telecom
Address 1:	PO Box 910	Address 1:	PO Box 910
Address 2:	4202 B Holliday St.	Address 2:	4202 B Holliday St.
City, State, Zip:	Warm Springs, OR 97761	City, State, Zip:	Warm Springs, OR 97761
Daytime Phone:	(541) 615-0555	Daytime Phone:	(541) 615-0555
Emergency Phone:	(541) 460-3644	Emergency Phone:	(541) 325-1237
Email:	<a href="mailto:jose.matanane@warmspringstelecom.com">jose.matanane@warmspringstelecom.com</a>	Email:	<a href="mailto:roxanne.bisland@warmspringstelecom.com">roxanne.bisland@warmspringstelecom.com</a>
Alternate Technical Contact		Primary Business Contact	
Name:	Michael Williams	Name:	Adam Haas
Title:	Data Network Engineer	Title:	General Manager
Company:	Warm Springs Telecom	Company:	Warm Springs Telecom
Address 1:	PO Box 910	Address 1:	PO Box 910
Address 2:	4202 B Holliday St.	Address 2:	4202 B Holliday St.
City, State, Zip:	Warm Springs, OR 97761	City, State, Zip:	Warm Springs, OR 97761
Daytime Phone:	(541) 615-0555	Daytime Phone:	(541) 615-0555
Emergency Phone:	(928) 200-1620	Emergency Phone:	(541) 777-7333
Email:	<a href="mailto:michael.williams@warmspringstelecom.com">michael.williams@warmspringstelecom.com</a>	Email:	<a href="mailto:adam.haas@warmspringstelecom.com">adam.haas@warmspringstelecom.com</a>
Alternate Technical Contact		Primary Billing Contact	
Name:	Kevin Gaston	Name:	Sarah Patt
Title:	Outside Plant Manager	Title:	Book keeper
Company:	Warm Springs Telecom	Company:	Warm Springs Telecom
Address 1:	PO Box 910	Address 1:	PO Box 910
Address 2:	4202 B Holliday St.	Address 2:	4202 B Holliday St.
City, State, Zip:	Warm Springs, OR 97761	City, State, Zip:	Warm Springs, OR 97761
Daytime Phone:	(541) 615-0555	Daytime Phone:	(541) 615-0555
Emergency Phone:	(541) 777-7332	Email:	<a href="mailto:sarah.patt@warmspringstelecom.com">sarah.patt@warmspringstelecom.com</a>
Email:	<a href="mailto:kevin.gaston@warmspringstelecom.com">kevin.gaston@warmspringstelecom.com</a>		



P.O. Box 910  
4202 Holliday Street  
Warm Springs, OR 97761  
(541) 615-0555  
Fax (541) 615-0550

# WARM SPRINGS TELECOM

## CUSTOMER AGREEMENT

DATE: \_\_\_\_\_ CSR: \_\_\_\_\_ ASSIGNED TELEPHONE NUMBER: \_\_\_\_\_  
TELEPHONE ACCOUNT HOLDER INFORMATION

FULL NAME: \_\_\_\_\_ SOCIAL SECURITY #: \_\_\_\_\_  
CONTACT NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
DIRECTORY LISTING: \_\_\_\_\_ CO-APPLICANT: \_\_\_\_\_

### SERVICE INFORMATION

TELEPHONE ONLY:  YES :  Tier 1  Tier 2  Tier 3  Voicemail  
 NEW NUMBER  EXISTING NUMBER: \_\_\_\_\_

CALLING FEATURES: \_\_\_\_\_  Extended Family Line

BUNDLES:  BASIC 1.5  PREMIUM 2.0  ULTIMATE 4.0

PHYSICAL ADDRESS: \_\_\_\_\_ PO BOX: \_\_\_\_\_

ARE YOU THE HOME OWNER?  Yes  No IF NO, WHO IS THE HOME OWNER? \_\_\_\_\_

### CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI)

Please provide the information below for verification purposes. When calling in by phone WSTC may ask you to verify the information given. Please select **one**.

THE LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER? \_\_\_\_\_

WHAT IS YOUR MOTHER'S MAIDEN NAME? \_\_\_\_\_

WHAT CITY WERE YOU BORN IN? \_\_\_\_\_

### LONG DISTANCE DEPOSIT REQUIREMENT

New WSTC customers are subject to a \$20.00 deposit in order to establish a credit. Deposits will be retained for a period of 12 months.

DEPOSIT DATE: \_\_\_\_\_ RETAIN UNTIL, DATE: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

### BEST AVAILABLE TIME FOR INSTALL

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
DATE

^This quote doesn't include surcharges and fees

^All RATES AND CHARGES ARE SUBJECT TO CHANGE

^TRIBAL CONNECT CREDITS will be applied once application and verification are completed- FCC/Federal Funded Program

^YOUR SERVICE IS BILLED IN ADVANCE: YOUR FIRST BILL WILL INCLUDE THE PRORATED AMOUNT OF YOUR PLAN WITH ADDITIONAL SURCHARGES, PLUS THE MONTH IN ADVANCE AND ANY APPLICABLE INSTALLATION FEES.

^By signing above I am certifying all information is true and my acknowledgement of the Warm Springs Telecommunication Service Agreement.



# 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, NON-INFRINGEMENT, 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 ITS 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.





# Warm Springs Telecom Tribal Connect & Link-Up Application

Tribal Connect Service/Link-up Assistance is available to all Tribal members and residential customers who live within the boundaries of an Indian reservation. The eligibility established by the FCC is listed below. This is a self-certification application and must be returned to Warm Springs Telecom. This is a self-certification application and must be returned to Warm Springs Telecom. **Annual recertification is required.**

Return to: Warm Springs Telecom (541)615-0555 Phone  
 PO Box 910 (Mailing) (541)615-0550 Fax  
 4202 Holliday St. (Hand deliver) [www.warmspringstelecom.com](http://www.warmspringstelecom.com)  
 Warm Springs, OR 97761

<b>NAME:</b>
<b>ADDRESS:</b>
<b>TELEPHONE NUMBER:</b>

**The telephone account must be in applicant's name.**

<b>I AM APPLYING FOR</b> (check one or both)	<input type="checkbox"/> Tribal Connect Monthly Telephone Service <b>Discount of \$15.15</b> (Starting at \$1 plus surcharges) <input type="checkbox"/> Link-up Telephone Installation <b>Discount of \$75.00</b> , One-Time Charge
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<b>I PARTICIPATE IN</b> (only one needed to qualify)	<input type="checkbox"/> Federal Public Housing Assistance/Section 8 <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) <input type="checkbox"/> Medicaid <input type="checkbox"/> Low Income Home Energy Assistance Program (LIHEAP) <input type="checkbox"/> Supplemental Security Income <input type="checkbox"/> National School Lunch (free program only) <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) <input type="checkbox"/> Bureau of Indian Affairs General Assistance <input type="checkbox"/> Tribally Administered TANF <input type="checkbox"/> Head Start (income qualifying/residents of Tribal Lands only) <input type="checkbox"/> Income at or below 135% of Federal Poverty Guidelines <table style="margin-left: 20px; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Family Size</th> <th style="text-align: left; border-bottom: 1px solid black;">Annual Income</th> </tr> </thead> <tbody> <tr><td>1</td><td>\$14,702</td></tr> <tr><td>2</td><td>\$19,859</td></tr> <tr><td>3</td><td>\$25,016</td></tr> <tr><td>4</td><td>\$30,173</td></tr> <tr><td>5</td><td>\$35,330</td></tr> <tr><td>+</td><td>Add \$5,157 for each additional person</td></tr> </tbody> </table>	Family Size	Annual Income	1	\$14,702	2	\$19,859	3	\$25,016	4	\$30,173	5	\$35,330	+	Add \$5,157 for each additional person
Family Size	Annual Income														
1	\$14,702														
2	\$19,859														
3	\$25,016														
4	\$30,173														
5	\$35,330														
+	Add \$5,157 for each additional person														

<b>CUSTOMER CERTIFIES</b>	1 Phone service is listed in his or her name. (one discount per household) 2 Customer agrees to notify Warm Springs Telecom if customer ceases to participate in any the programs listed above or any conditions change.
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<b>APPLICANT SIGNATURE</b>	<b>DATE</b>
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## WARM SPRINGS TELECOM

### Residential Rates Quote

PHONES		CALLING FEATURES			
TIER 1	\$16.15	<input type="checkbox"/>	VOICE MAIL	\$8.00	<input type="checkbox"/>
No CF/No Long Distance Included		Allows callers to leave message on your phone line.			
TIER 2	\$36.15	<input type="checkbox"/>	AUTOMATIC CALL BACK	\$2.00	<input type="checkbox"/>
with 10 calling features & 60 minutes free long distance		Notifies you when a busy line becomes free by calling you back			
TIER 3	\$44.95	<input type="checkbox"/>	CALL WAITING	\$2.00	<input type="checkbox"/>
with 10 calling features & unlimited long distance		Allows you to answer an incoming call while you are on the phone			
<b>BUNDLING</b>		<b>CALL WAITING RING BACK</b>			
BASIC BUNDLE 1.5	\$36.99	<input type="checkbox"/>	CALL WAITING RING BACK	\$2.00	<input type="checkbox"/>
Tier 1 phone & basic internet		Call waiting informs you of a second call so you may hang up the phone and receive an immediate ringback with the second call.			
PREMIUM BUNDLE 2.0	\$54.99	<input type="checkbox"/>	CALL WAITING/CALLER ID	\$2.00	<input type="checkbox"/>
with 10 calling features & unlimited long distance/Premium Internet		Allows you to answer an incoming call while you are on the phone and will display caller number			
ULTIMATE BUNDLE 4.0	\$79.99	<input type="checkbox"/>	CALLER ID	\$2.00	<input type="checkbox"/>
with 10 calling features & unlimited long distance/Ultimate Internet		Phone number of caller is shown on telephone display			
<b>LONG DISTANCE</b>		<b>CALLER ID BLOCKING</b>			
100 minutes	12 Cents/min	\$12.00	<input type="checkbox"/>	CALLER ID BLOCKING	\$2.00
300 minute	5.6 Cents/min	\$17.00	<input type="checkbox"/>	Your number will not be visible to who you are calling	
unlimited minutes		\$25.65	<input type="checkbox"/>	<b>DO NOT DISTURB</b>	\$2.00
Once you reached your limits it defaults back to 15 cents/min.		To temporarily block incoming calls, out going calls will still be allowed.			
<b>TRIBAL CONNECT</b>		<b>FIND ME FOLLOW ME</b>			
Tribal connect assistance		-\$15.15	<input type="checkbox"/>	FIND ME FOLLOW ME	\$2.00
		Find Me refers to the ability to receive incoming calls at any location. Follow Me refers to the ability to receive calls at any number of designated phones, whether ringing all at once, or in sequence.			
<b>PROMOTIONS</b>		<b>THREE WAY CALLING</b>			
6 month Basic Internet promo		-\$11.00	<input type="checkbox"/>	THREE WAY CALLING	\$2.00
		Allows you to talk to two people at once			
<b>BOLDED Calling Features(CF) are included in Tiers 2 and 3; Bundling Premium and Ultimate.</b>		<b>ANONYMOUS CALL REJECTION</b>			
		ANONYMOUS CALL REJECTION			
		Rejects all numbers that have per line blocking			
		<b>BUSY CALL FORWARDING</b>			
		BUSY CALL FORWARDING			
		Forwards incoming calls to a different number when the dialed number is busy			
		<b>CALL HOLD</b>			
		CALL HOLD			
		Allows to put one call on hold so you may dial another number			
		<b>SELECTIVE CALL ACCEPTANCE</b>			
		SELECTIVE CALL ACCEPTANCE			
		Only the numbers you choose will be accepted			
		<b>SELECTIVE CALL FORWARDING</b>			
		SELECTIVE CALL FORWARDING			
		Special calls can be forwarded to another			
		<b>SELECTIVE CALL REJECTION</b>			
		SELECTIVE CALL REJECTION			
		Rejects calls from specified numbers			
		<b>TOLL RESTRICTION</b>			
		TOLL RESTRICTION			
		Disallows long distance calls from a subscriber line			

TOTAL ESTIMATE:  

^This quote doesn't include surcharges and fees

^All RATES AND CHARGES ARE SUBJECT TO CHANGE

^TRIBAL CONNECT CREDITS will be applied once application and verification are completed- FCC/Federal Funded Program

^YOUR SERVICE IS BILLED IN ADVANCE: YOUR FIRST BILL WILL INCLUDE THE PRORATED AMOUNT OF YOUR PLAN WITH ADDITIONAL SURCHARGES, PLUS THE MONTH IN ADVANCE AND ANY APPLICABLE INSTALLATION FEES.



# 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 ITS 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.