

1. Welcome to The Sierra Network

The next few paragraphs are very important for you to read and understand, as they define how The Sierra Network works and what part you play in the service as a TSN user.



“Darlin’,
TSN is a
*f*aaaabulous
social club.”

Consider The Sierra Network as a social club or community center where people from all over the nation get together to have fun. Like any gathering of people, you’ll need to agree on a few common sense guidelines and a few hard and fast rules in order for everyone to have the best time possible.

2. What Being a Member of The Sierra Network Means

By entering into the cyberspace playgrounds of The Sierra Network, you become a member of the club. This means you agree to be bound by this book of rules and regulations (*Agreement*). These rules are designed with our members in mind, with the goal of making the network a friendly place for everyone to enjoy.

Since The Sierra Network is delivered over phone lines and is a “for pay” service, a complete summary of all payment and billing practices are enclosed. It should be understood by everyone that The

Sierra Network only provides the entertainment services - not the telephone service - so we can only control those aspects of the service and billing that are provided by TSN.

The Sierra Network is intended as a family service for the whole family to enjoy. Up to six members of your household can join TSN with this Sign-Up Kit. Because we can only bill one family member, one member will be known as the Club Membership Holder and there are many parts of this Agreement that will have special interest to this person alone. The Club Membership Holder should be the person who will be responsible for payments to TSN each month.

The Club Membership Holder is responsible for paying for any items purchased through TSN and for all monthly fees for the entire family. Therefore, the Club Membership Holder needs to be a responsible adult (over 18) with good judgment as to who should, and who should not, be given access to the family's membership.

Each month, The Sierra Network will debit the credit card or bank account of the Club Membership Holder for all outstanding charges incurred on TSN. The Sierra Network can provide the Club Membership Holder with a statement of charges upon request.

Remember, as a Club Membership Holder, you are responsible for the bills incurred against your family membership, so think of it as access to your bank account or credit card. Payment to The Sierra Network is through credit card or automatic debiting of your bank account.

The Club Membership Holder should immediately inform The Sierra Network when there are changes in any credit card or bank account they use in connection with TSN service. A few of these changes might include new expiration dates on a card, a new home or billing address, or a change in what checking account should be used.

Also, if you feel like someone has been using your account that you don't want using your account - for any reason - let us know

immediately! Unless The Sierra Network is notified by telephone at 1-800-SIERRA-1 (or by mail) of a potential problem, the Club Membership Holder will remain liable for all use of the TSN service no matter who is using the family membership.

After reading through this Agreement, if you decide that you would rather not be a club member, please return your TSN Start-Up Kit to The Sierra Network along with your receipt for purchase and we will happily refund your money. Also, remember that since TSN is a fast growing and changing service, we may make changes in the rules at any time.

3. What It Costs and How You Pay

The Sierra Network is charged on a per-hour basis, with billing payable at the rates noted on the Rate Card enclosed in the Start-Up Kit package. In addition to these costs, TSN will also offer additional products and services available to its club members and billable to the Club Membership Holder's account.

At the time of publication of this agreement, the hourly fee for TSN service is \$2.00 per hour (6 P.M. to 6 A.M.) or \$7 per hour (6 A.M. to 6 P.M.) Monday to Friday and \$2.00 per hour on weekends (6 P.M. Friday until 6 A.M. Monday). There will be a monthly minimum charge of \$4.95 regardless of the number of hours you are on TSN. Taxes applicable where required.

Your local time determines the hourly rate. The hourly rate for each session is established by your sign on time. If you start at 5:59 P.M. (your local time) you will be charged at the rate of \$7.00 per hour regardless of how long you use TSN. Please check the enclosed rate card as these items may have changed.

Sierra reserves the right to change fees or impose new fees at any time with 30 days advance notice to the Club Membership Holder.



Hey, dude!
You can charge it.

As the Club Membership Holder, you are responsible for paying the monthly bill. The Sierra Network will debit your credit card or the bank account of your choice. You choose the credit card or specify the checking account by returning the authorization card enclosed in this package to The Sierra Network.

If You Use Special Services

The Club Membership Holder is responsible for paying for special services offered by The Sierra Network. There may be an additional fee for the use of certain areas such as the TSN Post Office, theme parks or any other premium service. This fee is in addition to the monthly dues and hourly charges.

If You Purchase Merchandise, Services And Information

Club members may purchase a variety of merchandise and services from The Sierra Network and other vendors through TSN. Some vendors on the service may not be affiliated with The Sierra Network. While we will make every effort to make sure these are honest and reputable vendors, understand that you are doing business with the vendor, not The Sierra Network, and that Vendor is responsible for all pricing, warranty and service issues.

If you do have a problem with a vendor on TSN, inform us of who is mistreating you. We won't guarantee that we can make the situation right, but we might be able to help. We want to know if any vendor is providing our club members with merchandise, services or information that is not satisfactory.

Charges for Using the Telephone Lines

While The Sierra Network is not a phone company, we have made great efforts to make TSN access lines available as a "local call" for most of the country. However, you will have to confirm that the closest connection line to you isn't a toll call. **You are responsible for any telephone tolls and message unit charges incurred while using TSN.**

4. Getting the TSN Service

As noted on the TSN Start-Up Kit box sleeve, you will need a personal computer and modem to use TSN. You can find local access numbers for the service when you install the software, but we can't guarantee you will be able to call these numbers without incurring telephone company charges.



"You're gonna need
a PC and a modem."

The costs to access TSN vary based on the time of day and day of the week (see the TSN Rate Card enclosed in this box). The service might occasionally be interrupted at The Sierra Network's discretion for maintenance and construction of new parts of the service.

Unauthorized use of TSN is against the law, and the TSN software in this package can only be used to access the TSN service.

Keep Your Customer Number (Personal I. D.) A Secret



"Howdy, Pardner!
Don't be givin' out
your number, hear."

As noted before, the Club Membership Holder is responsible for regulating all use of the service done from his customer number. You should keep your customer number private the same way you keep credit card and bank account numbers confidential. The Sierra Network supplies your customer number within The Sierra Network Customer Number Form (this is the special two part form) enclosed in the TSN Start-Up Kit box. If this form is "opened" please contact The Sierra Network immediately and we will issue a new customer number to you.

Remember your customer number! Although you won't need to reference it often, it will be necessary to use it when you receive periodic upgrades to TSN, and if you have to call The Sierra Network for billing issues or customer support. Sierra may issue a new customer number to you if you forget yours, but you may incur a small charge for this service.

5. If You Want To Cancel

You can end your membership in The Sierra Network any time you want, for any reason you want, but you have to let us know.

Give us a call at 1-800-SIERRA-1 or write to us at:

The Sierra Network

P.O. Box 485

Coarsegold, CA 93614

When you cancel, your whole family is cancelled out of the service. Until you cancel, the Club Membership Holder will continue to be responsible for all billings for the service. Charges will be adjusted to reflect the unused portion of the month in which you cancel. If there are any prepaid months, refunds will be made accordingly.

6. Information About You and About Us

Through your membership in The Sierra Network, we already know information about you and that you own a PC and a modem. Through your club membership and your interaction with others on the system, you may disclose other personal information.

Your initial membership data, with the obvious exception of your financial information, may be used by The Sierra Network and other vendors to send you specially targeted information about new products, services, and special deals.

TSN is family oriented entertainment. As such, inappropriate conduct may cause The Sierra Network to revoke your privileges. For example, posting profanity, suggestive remarks, unsolicited advertisements, or comments which other TSN subscribers would find offensive are grounds for immediate removal from the network. The Sierra Network may use or edit any materials you post on TSN; however, you retain any rights you may have in your materials. You cannot use, reproduce, repost, publish, or use any information which you receive on TSN. Again, consider The Sierra Network as a club. It's a public forum and you should handle any information you consider to be private and confidential appropriately.

Occasionally, we may ask a Club Membership Holder or individual club member for additional personal information above

and beyond the initial membership data. An example of this may include verification of age and sex so that the person might compete in a certain contest. This data might also be used in the future to send this person specialized information about new products or services in the future.

7. Here Is The Legal Stuff We Have To Say

Limitation of Liability

Sierra's liability is limited to the amount the Club Membership Holder has paid to The Sierra Network for the preceding 12 months. The Sierra Network does not warrant that service on TSN will be uninterrupted or error free. TSN contains new technology; The Sierra Network therefore considers TSN to be in a testing phase through at least June of 1992, even though commercially available. You will indemnify TSN against liability for your use of TSN and any violation of these rules. Neither The Sierra Network nor Sierra On-Line will be liable for any damages arising out of your use or inability to use TSN.

Limited Warranty

We have said this before but here it is in legal terms.

TSN is distributed on an "as is" basis without any express or implied warranties. The Sierra Network warrants that if a Club Membership Holder is unhappy, the service may be cancelled without further obligation. Charges will be adjusted to reflect the unused portion of the month in which you cancel and if there are any prepaid future months, refunds will be made accordingly. The Sierra Network

does not warrant any information, services or products provided through or on The Sierra Network.

Opinions

Any of the opinions or advice you see on The Sierra Network belong to the providers of those opinions or services and not to The Sierra Network.

Copyright

As a member of The Sierra Network you agree not to use any of the copyrighted materials. This means you agree not to copy, distribute or download in whole or in part any copyrighted materials or information without getting the copyright owners written permission to do so. TSN is protected by federal copyright law and international treaty. You may not modify or adapt TSN or translate, decompile, or reverse engineer software running on TSN. You may not create any derivative works based on TSN.

This Agreement

When you become a Club Member in The Sierra Network you agree to accept the entire contents of this agreement. This agreement represents the contract between the Club Membership Holder and the other 5 household members and The Sierra Network in reference to The Sierra Network and The Sierra Network Software. The Sierra Network can modify these guidelines at any time by posting the revised guidelines on TSN. Your first use of TSN indicates your understanding and agreement to comply with these guidelines.

The Sierra Network reserves the right to disconnect anyone who is infringing upon another person's or group's rights. Repeat offenders will not be allowed to continue their membership. Charges will be adjusted to reflect the unused portion of the month in which you are cancelled and if there are any prepaid future months, refunds will be made accordingly. This decision is solely at the discretion of The Sierra Network.

No prior written or oral understandings or communications will modify this Agreement. This Agreement can only be amended in writing by The Sierra Network to the club members.

The laws of the State of California will govern this Agreement. You can call The Sierra Network customer service at 1-800-SIERRA-1.

Satisfaction Guaranteed

If for any reason you are not happy with TSN service, return your Start-Up Kit for a full refund within 30 days of purchase to TSN — even if you bought it retail. Include your receipt and mail to:

The Sierra Network
P.O. Box 485
Coarsegold, CA 93614

or call us at 1-800-SIERRA-1

Notice To California Residents

We are required by California Civil Code Section 1789.3 to notify you of the following:

- (a) If you have a complaint or want more information about the TSN service, write to The Sierra Network at P.O. Box 485, Coarsegold, CA 93614 (Attention: The Sierra Network Customer Service) or give us a call at 1-800-SIERRA-1.
- (b) or if you prefer, write to The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs at 1020 N Street, #501, Sacramento, CA 95814 or give them a call at 916-445-1254.

NOTES

No prior written notice is required to terminate this Agreement. The Agreement shall terminate if you do not pay the amount due by the date specified in the invoice. We are required to file a lawsuit against you if you do not pay the amount due by the date specified in the invoice.

The laws of the State of California shall govern this Agreement. You agree to accept the jurisdiction of the courts of the State of California in any lawsuit brought by us. You must pay the amount due by the date specified in the invoice. If you do not pay the amount due by the date specified in the invoice, we will file a lawsuit against you in the courts of the State of California. You must pay the amount due by the date specified in the invoice. If you do not pay the amount due by the date specified in the invoice, we will file a lawsuit against you in the courts of the State of California. You must pay the amount due by the date specified in the invoice. If you do not pay the amount due by the date specified in the invoice, we will file a lawsuit against you in the courts of the State of California.

Satisfaction Guarantee

If you are not satisfied with the service you receive, please contact us within 30 days of the date of purchase. We will refund your money if you are not satisfied. If you are not satisfied with the service you receive, please contact us within 30 days of the date of purchase. We will refund your money if you are not satisfied. If you are not satisfied with the service you receive, please contact us within 30 days of the date of purchase. We will refund your money if you are not satisfied.

The Sierra Network
P.O. Box 485
Consejo, CA 93614

or call us at 1-800-SIERRA-1



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“Sugar,
no misbehavin’
in public.”