

## **BROADBAND SERVICE AGREEMENT AND ACCEPTABLE USE POLICY**

This agreement is by and between Interstate Telecommunications Coop., Inc. (ITC) duly authorized and existing under the laws of the State of South Dakota with its office at PO Box 920, 312 4<sup>th</sup> Street West, Clear Lake, SD, 57226, and the customer regarding certain electronic communication services and related items.

1. **Service Warranties:** With respect to the Service provided, ITC makes no warranties of any kind, expressed or implied, including any implied warranty of merchantability or fitness of this service for a particular purpose. ITC takes no responsibility for any damages suffered by the Customer, including, but not limited to, loss of data from delays, non-deliveries, mis-deliveries, or service interruptions caused by ITC's own negligence or Customer's errors and/or omissions.
2. **Use of Information:** Use of any information obtained via this service is at the Customer's risk. ITC specifically denies any responsibility for the accuracy or quality of information obtained through its services. Customer hereby grants to ITC and its authorized agents or affiliates a non-exclusive worldwide license to host, copy, store, use, transmit, process and display Customer Data to the extent reasonably necessary to offer, provide, maintain and/or develop enhancements to the Managed Wi-Fi Service and the delivery of the Managed Wi-Fi Service. Any usage of Customer Data will be on an anonymous and/or aggregated basis, and ITC will not use Customer Data for any purpose other than (i) to provide and maintain the Managed Wi-Fi Service or in ITC published product and/or user documentation for such subscription services, (ii) in accordance with this Agreement and any order form for subscription services, (iii) as requested and instructed by Customer, (iv) on an anonymous and/or aggregated basis to evaluate the data, including behavioral analytics and trends, to develop enhancements and improve the Managed Wi-Fi Service and the delivery of such subscription services, or (v) as required by law, regulation or legal process. Customer further grants ITC and its authorized agents or affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Managed Wi-Fi Service any suggestion, enhancement request or other feedback provided by Customer.
3. **Change of Status:** The Customer shall notify ITC in writing of any changes to the customer account information.
4. **Limitation of Liability:** Neither party shall be liable to the other for any loss, damage, liability, or expense arising out of or in relation to this agreement or providing service or equipment, however caused, whether grounded in the contract, tort (including negligence) or theory of strict liability. The parties agree to work in good faith to implement the purpose of this Agreement, recognizing the network connection and services to be provided by ITC could not be made available under these terms without an increase in cost if the parties were to assume a greater liability.
5. **Indemnification:** By activating or using service, you agree to use service only for authorized, lawful purposes in accordance with this AUP and your Agreement. In addition to being subject to other remedies, liabilities and obligations under law or applicable agreements, you shall defend, indemnify, and hold ITC harmless from any claims, damages, losses, or expenses (including without limitations attorney's fees and legal costs) incurred in connection with all claims, suits, judgments and causes of action for damages arising from the breach by you or your users of any provision of this AUP. ITC shall not be liable to customers of third parties for any loss, costs, or damage to customer's personal computer or the contents thereof caused by or resulting from ITC's performance of Remote PC Support Services for the customer, and the customer shall indemnify and hold ITC harmless therefor.
6. **Billing and Minimum Terms:** Customer will be billed the first business day of the month after ITC receives an order for the coming month's fixed service costs, as well as the past month's fees. The first payment may also include network connection and installation costs, including service fees, local access and monthly lease costs appropriate to the service selected. These fees are non-refundable. Billing will be included with your monthly telephone bill.
7. **Security:** ITC makes no warranties, expressed or implied, concerning the security of the customer's data or computer system(s) or network. Use of ITC's Broadband Service provides a constant connection to the Internet which may be accessible to other computers connected to the Internet. The Customer is responsible for security connections regarding their computer(s) or network.
8. **Hosting:** ITC's Broadband Service is not intended or designed as a transport for hosted private or public Internet sites. This activity may result in immediate suspension of the user's account and Broadband Service.
9. **Equipment:** If needed, ITC will lease an Broadband Modem to enable the customer to receive Broadband Service. This modem remains the property of ITC. In the event the Customer terminates Broadband Service, then Customer is responsible for returning the modem to ITC in working condition. Customer is liable for damages or loss of the Broadband Modem. If the customer retains ITC owned equipment after disconnection of services, then customer will be billed for the value of the equipment. Credit for any equipment returned will not be issued if the equipment is kept for 12 or more months.
10. **Bandwidth:** Actual data transfer or throughput may be lower than the minimum connection speed listed due to Internet congestion, server speeds, protocol overheads and other factors that cannot be controlled by ITC (for example: technology or distance).
11. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of ITC Broadband Service constitutes acceptance of these Terms and Conditions.
12. **Prohibited Uses and Activities.** This AUP identifies certain uses and activities that ITC considers to be unlawful or abusive and therefore strictly prohibited. The examples listed herein are non-exclusive and are provided solely for guidance to customers. ITC, at its sole discretion, reserves the right to discontinue service for any unlawful use. In the event of uncertainty as to whether any contemplated use or activity is permitted, please contact a customer service representative for assistance. In addition to any other illegal or abusive uses of activities, the following constitute violations of this AUP:
  - a. **Unlawful Use:** Using service in any manner that violates local, state or federal law, including without limitation using service to transmit any material (by e-mail or otherwise) whose transmission is unlawful under any local, state or federal law applicable to such transmission.
  - b. **Copyright or Trademark Infringement:** Using service to transmit any material (by e-mail, file sharing software, direct download, FTP sites or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of ITC or any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, the digitization and distribution of copyrighted video or music, and the unauthorized transmittal of copyrighted software.
  - c. **Violation of the Digital Millennium Copyright Act (DMCA):** Using service to circumvent any technological measures used by copyright owners to protect their works or using service to produce or disseminate technology primarily designed or produced to circumvent DMCA protections, that have only limited commercially significant purpose or use other than to circumvent; or that are marketed for use in circumventing DMCA protections.

- d. **Harm to Minors:** Using service to harm, or attempt to harm, minors in any way; including but not limited to activities involving child pornography or the sexual exploitation of children.
  - e. **Threats:** Using service to transmit any material (by e-mail or otherwise) that illegally threatens or encourages bodily harm or destruction of property.
  - f. **Harassment and Cyber bullying:** Using service to transmit any material (by e-mail or otherwise) that unlawfully harasses another.
  - g. **Fraudulent Activity:** Using service to make fraudulent offers to sell or buy products, items or services, or to advance any type of financial scam such as pyramid schemes, Ponzi schemes and unregistered sales of securities, securities fraud ad chain letters.
  - h. **Forgery or Impersonation:** Adding, removing or modifying identifying network, message or article header information in an effort to deceive or mislead is prohibited while using service. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
  - i. **Unsolicited Commercial E-mail/Unsolicited Bulk E-mail:** Using service to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail. Bulk e-mail. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not that e-mail is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
  - j. **Intentional Network Disruptions and Abusive Activity:** Using service for any activity that adversely affects the ability of other people or systems to use service or third-party Internet-based resources. This specifically, but without limitation, includes excessive consumption of network or system resources whether intentional or unintentional. This also includes denial of service (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. The transmission of viruses, malware, or engaging in mail bombing, chat flooding, cybersquatting, and similar unlawful behavior is also prohibited. Attempting to circumvent user authentication or security of any host, network, or account on ITC's systems or the Internet at large ("cracking"). This includes scanning or probing ports without the consent of the owner of the machine being scanned.
  - k. **Unauthorized Access:** Using service to access, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of ITC's or a third party's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data.
  - l. **Collection of Personal Data:** Using service to collect, or attempt to collect, personal information about third parties without their knowledge or consent in violation of applicable state or federal law.
  - m. **Inappropriate Usage:** ITC or other relevant authorities may determine inappropriate usage of this account and the privilege may be revoked at ITC's discretion.
13. If a Customer is under age 18, then the customer must have a parent or legal guardian sign a consent form for account activation.
  14. The customer who registered the account is solely responsible for all access and actions taken with regard to the account. The customer is also responsible for the security of any device connected to this service, including any and all data stored on that device. It is the account owner's responsibility to safeguard the account password and to ensure that ITC Broadband Service Agreement and Acceptable Use policies are honored.
  15. Customer may not re-sell and/or redistribute this product via dial-up, wired network, or Wi-Fi transmission. A customer using a wireless network is solely responsible for the security of their data. ITC is not responsible for any loss of data, theft of information, or any other damages that may occur due to the customer's use of a wireless network.
  16. Customer may not access, or attempt to access, the accounts of others; spoof, or attempt to spoof, the URL, DNS, or IP addresses of ITC or any other entity; penetrate, or attempt to penetrate, security measures of ITC's or other entities' systems ("hacking"), whether or not the intrusion results in corruption or loss of data; bombard individuals or newsgroups with uninvited communications, data, information, or other similar activities, including, but not limited to, "spamming", "flaming", or denial of service or distributed denial of service attacks; transmit unsolicited voluminous emails (for example, spamming); intercept, interfere with, or redirect email intended for third parties using the Service; introduce any form of virus, worm, harmful code, on the Internet. This activity will result in the immediate suspension of the user's account.
  17. ITC reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Such cooperation may include, but is not limited to, provision of account, user information, or email, as well as monitoring of the ITC network. ITC may, but is not required, to monitor your compliance, or the compliance of other subscribers, with the terms, conditions, and/or policies of this Agreement.
  18. An early termination fee of \$25.00 will apply to customers who disconnect their Broadband service before six months have elapsed. If the customer also subscribes to digital television, then the fee is waived. If both services are disconnected, then only one fee applies.
  19. When a subscriber puts their Broadband service on temporary suspension (vacation), a vacation fee of \$35.00 will be charged. If the customer also subscribes to digital television and does not place the television service on vacation, then the fee is waived. If both services are placed on vacation, then only one fee applies. The vacation can only last six months but can be renewed one time.
  20. Older operating systems which are no longer supported by the manufacturer (such as Windows 95, Windows 98, Windows ME, Windows 2000, or Windows XP) may work, but ITC will not be able to assist you with installation or trouble-shooting of your PC's connection to the Internet. Customers using non-supported operating systems require a router to be installed.
  21. A \$20 fee will be charged to establish this account and appropriate fees for changes in services will be charged going forward.
  22. ITC reserves the right to change rates at any time.

I have read and agree to abide by the Broadband Acceptable Use Policy regarding acceptable use, equipment ownership, charges, etc.

Account Signature (must match the member name or member contact): \_\_\_\_\_

## BEST SEAT TV TERMS AND CONDITIONS

- When Best Seat video is bundled with telephone service, the advertised price DOES NOT include mandated regulatory charges such as FCC end user fee, TAP/911 charges, taxes, and other mandated fees.
- ITC provides a 24/7 Best Seat video help desk number for your convenience (800-455-5958). If you are experiencing video trouble after hours and our help desk is unable to assist you, you can request a technician visit. This visit will incur a \$40.00 charge that will be billed to your phone bill. If you choose to wait until business hours, the after-hours charge may be waived depending on where the service issue is found and who is responsible for it.
- **The set top box is and will remain the property of ITC. The customer is responsible for returning the unit after service has been discontinued. If the set top box is not returned or there is blatant damage that renders the set top box unusable, the customer will be billed for repair or replacement at retail value (estimated at as much as \$1,000.00).** If customer retains ITC owned equipment after disconnection of services, customer will be billed for the value of the equipment. Credit for later returned equipment will not be issued if the equipment is kept for 12 or more months.
- Best Seat video utilizes the latest in emerging technologies. Under normal circumstances, three video streams are available. The customer should be advised that physical limitations such as distance, cable quality, and other factors may affect the customer's ability to receive all three streams. ITC guarantees one video stream per set top box.
- ITC will provide each customer with up to (3) free remote controls during initial installation. If a remote is lost or damaged, replacements can be purchased. Remotes may be proprietary to the set top boxes. In the event that the remote is defective, ITC will replace it free of charge up to 30 days after installation or purchase.
- Residential customers requesting additional video streams in their home will pay a fee of \$4.95 per stream. Television services available on the additional set top box will "mirror" the services purchased on the initial set top box.
- Customers should be advised that the first bill might be larger than normal (prorated for current month, plus next full month, plus possible additional costs for remote, wiring, etc.).
- An early termination fee of \$25.00 will apply to customers who disconnect their digital video service before six months have elapsed. If the customer also subscribes to Broadband and does not terminate the Broadband service, the fee is waived. If both services are disconnected, only one fee applies.
- When a subscriber puts their digital video service on temporary suspension (vacation), a vacation fee of \$35.00 applies. If the customer also subscribes to Broadband service and does not place the Broadband service on vacation, the fee is waived. If both services are placed on vacation, only one fee applies. The vacation can only last six months but can be renewed one time.
- A \$20 fee will be charged to establish this account and appropriate fees for changes in services will be charged going forward.
- ITC reserves the right to change rates at any time.

### ***A SPECIAL NOTE TO COMMERCIAL TELEVISION CUSTOMERS***

Television content owners (the programmers) have special rules for Commercial Television. In some cases, these rules lead to increased cost and in others they prohibit content from being shown. In order to follow these contractual rules and keep customer costs down, ITC presents these changes from residential television offerings:

- Is your commercial setting:
  - Private Office (Office, Board Room)? If so, few limitations apply.
  - Public Viewing (Waiting Room, Lobby)? If so, few limitations apply.
  - Commercial (Restaurant, Bar)? If so, please see below.
  - Multiple Dwelling Unit (Motel, Nursing Home, Hospital)? Special bulk pricing will apply.
- Restaurant and Bar packages will not include:
  - Fox Sports Net North unless a Public Viewing Fee (based on occupancy) is added.
  - Big Ten Network unless a Public Viewing Fee (based on occupancy) is added.
  - MTV unless a Public Viewing Fee (per receiver) is added.
  - VH-1 unless a Public Viewing Fee (per receiver) is added.

You should also know:

- - ITC can help to determine Occupancy if needed.
  - ITC's contracts do not allow HBO, Showtime, Cinemax, or Starz/Encore to be shown in a commercial setting.
  - ITC's contracts do not allow PPV or VOD to be shown in a commercial setting.