

DSL 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 4th Street West, Clear Lake, SD, 57226, and the customer for the provision by ITC or its subcontractors, of 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 or 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 Customer's risk. ITC specifically denies any responsibility for the accuracy or quality of information obtained through its services.
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 the provision of 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. **Billing and Minimum Terms:** Customer will be billed the first business day of the month after ITC receives his/her 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.
6. **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 DSL 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 his/her computer(s) or network.
7. **Hosting:** ITC's DSL 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 DSL Service.
8. **Equipment:** If needed, ITC will lease a xDSL Ethernet Modem to enable customer to receive DSL Service. This modem remains the property of ITC. In the event Customer terminates DSL Service, Customer is responsible for returning the modem to ITC in working condition. Customer is liable for damages or loss of the xDSL Ethernet Modem. **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.**
9. **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).
10. 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 DSL Service constitutes acceptance of these Terms and Conditions.
11. **Acceptable Use:** This service may only be used for lawful purposes. Materials and/or transmissions in violation of any local, state, or federal regulation(s) are prohibited. This includes, but is not limited to copyrighted materials; including the unauthorized download of music, video, images, books, software or content, and/or other copyright protected works.
12. If a Customer is under age 18, customer must have a parent or legal guardian sign a consent form for account activation.
13. 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 DSL Service Agreement and Acceptable Use policies are honored.
14. Customer may not re-sell and/or redistribute this product via dial-up, wired network, or WiFi 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.
15. 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.
16. 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.
17. **Inappropriate Usage:** ITC or other relevant authorities may determine inappropriate usage of this account and the privilege may be revoked at ITC's discretion.
18. An early termination fee of \$25.00 will apply to customers who disconnect their DSL service before six months have elapsed. If the customer also subscribes to digital television, the fee is waived. If both services are disconnected, only one fee applies.

19. When a subscriber puts their DSL service on temporary suspension (vacation), a vacation fee of \$35.00 applies. If the customer also subscribes to digital television and does not place the television 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.
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.

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.
- It is the customer's responsibility to maintain and enforce both the pay-per-view and parental locks on the interactive program guide. Any movies or pay-per-view events billed to the account will be the responsibility of the customer.
- 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 DSL and does not terminate the DSL 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 DSL service and does not place the DSL 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 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:
 - StingRay Music unless a Public Viewing Fee (per receiver) is added.
 - 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.