



SERVICE AGREEMENT AND ACCEPTABLE USE POLICY

This agreement made by Kennebec Telephone Company, Inc., of PO Box 158, Kennebec, SD 57544 (hereinafter called KTC), and the undersigned Customer for the furnishing by KTC or its affiliates or subcontractors of certain communication services and related items to enable Customer to utilize an access connection.

The parties hereto agree as follows:

1. **VOICE SERVICES:** Any voice services provided by Kennebec Telephone Company, Inc. may not be used for unlawful or federally prohibited actions including, but not limited to, robo-calling. Any such actions detected by Kennebec Telephone Co., Inc. or its associates will be cause for immediate termination of voice services at the discretion of Kennebec Telephone Company, Inc., and may be subject to federal, state, and/or local prosecution.
2. **SERVICE WARRANTIES:** With respect to the services provided, KTC makes no warranties of any kind, expressed or implied, including any implied warranty or merchantability or fitness of these services for a particular purpose. KTC 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 KTC's own negligence or Customer's errors and/or omissions.
3. **ACCEPTABLE USE:** This service may only be used by the Customer for lawful purposes. Materials and/or transmissions in violation of any local, state, or federal regulations are prohibited. This includes, but is not limited to, copyrighted materials, material legally judged to be threatening or obscene, or material protected by trade secrets.
4. **USE OF INFORMATION:** Use of any information obtained via this service is at Customer's risk. KTC specifically denies any responsibility for the accuracy or quality of information obtained through its services.
5. **INAPPROPRIATE USAGE:** KTC or other relevant authorities may determine inappropriate usage of these services and the privilege to use such services may be revoked at KTC's discretion.
6. **CHANGE OF STATUS:** KTC will occasionally require new registration and account information by the Customer to continue services. Customer shall notify KTC in writing of any changes in the account information.
7. **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 furnishing of service or equipment, however caused, whether grounded in the contract, tort (including negligence) or theory of strict liability, except that Customer shall be liable to KTC for the reasonable costs and fees of the services provided. The parties agree to work in good faith to implement the purpose of this agreement, recognizing services to be provided by KTC could not be made available under these terms without an increase in cost if KTC were to assume a greater liability.
8. **BILLING AND MINIMUM TERMS:** Customer will be billed during first business week of the month after KTC receives Customer's order in Kennebec, South Dakota, for the coming month's fixed service costs, as well as the past month's fees. The first payment may also include installation costs, including service fees, local access and monthly lease costs appropriate to the service selected. These fees are non-refundable. The monthly service fees are independent of the amount of traffic or systems access by users at the Customer's location. Billing will be included with your monthly telephone bill and the due date of the bill will be printed on the bill statement. Minimum length of services is one month. KTC reserves right to adjust access and services charges upon giving at least thirty days prior notice to Customer.
9. **SECURITY:** KTC makes no warranties, expressed or implied, concerning the security of the Customer's data or computer system or network. Use of KTC's service provides access to 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 Customer's computer or network.
10. **HOSTING:** KTC's Internet Service is not intended or designed for hosting of private or public Internet access points. This activity may result in immediate suspension of the Customer's Service.
11. **EQUIPMENT** KTC recommends Customer use only approved equipment and configurations to receive broadband service. KTC will install one jack, at no charge, extended from the Demarcation point to access broadband service. Demarcation point is defined as a box on the side of a building or house where the KTC wires end and Customer's wires start. KTC will provide one wireless router, at no charge, capable of remote management to monitor and test the health of the broadband connection as well as provide wireless/wired access to the Customer premises. This device will be owned and maintained by KTC. Should the Customer refuse this device, Customer takes on all responsibility for maintenance of the broadband connection beyond the

demarcation point, and testing and repair will be performed at normal time and expense rates for repair. At Customer's request KTC, for additional installation fees, will install and/or maintain inside wiring from demarcation point to the broadband access jack. KTC will under no circumstances install or maintain, or be responsible for, anything beyond the broadband access jack. In other words, KTC will not deal with, maintain, or be responsible for any of the Customer owned equipment beyond the demarcation point.

12. **BANDWIDTH:** Actual data transfer or throughput may be lower than (the minimum connection speed) due to Internet congestion, server speeds, protocol overheads and other factors that cannot be controlled by KTC.
13. This agreement supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Customer's use of KTC's Internet Service constitutes acceptance of these Terms and Conditions.
14. KTC does not allow users to originate unsolicited bulk e-mail ("Spam"). This activity will result in the immediate suspension of the Customer's services.
15. Customer must be at least 18 years of age to enter into this agreement for services.
16. The Customer who registers for services is solely responsible for all access and actions taken with regard to the Customer's account. It is the Customer's responsibility to safeguard the account password and to ensure that KTC's Service Agreement and Acceptable Use Policies are honored.
17. Customer acknowledges Customer has also received additional information concerning dial up, or DSL service, including information as to necessary or recommended equipment, computer software, computer configuration, modems, rates for the different internet services, installation charges and package rates available, all of which is contained on the attached two pages, which is hereby incorporated in this agreement by reference.

Notwithstanding the provisions of paragraph 9, Customer may provide such service to Customer's

IN WITNESS WHEREOF, Kennebec Telephone Internet, a division of Kennebec Telephone Company, Inc., and the Customer have entered into this agreement as of this date.

Customer: _____
(signature)

Date: _____

(print or type name)

Kennebec Telephone Internet, a division of
Kennebec Telephone Company, Inc.

Date: _____

By: _____

Its _____

*Point-of-Sale Disclosure**

For information on the network management practices utilized by Kennebec Telephone Co., Inc. or to view Provider's current Network Management Practices Policy, please visit our website at www.kennebectelephone.com