

*Sexually explicit material can be obtained over the Internet. TrioTel Communications, Inc will not be responsible for any activity in which you, as the user, conduct in your Internet travels. Parents may want to obtain software that will disable this type of activity.*

### **Please read and sign the terms and conditions of service:**

This agreement is between TrioTel Communications, Inc, duly authorized and existing under the laws of the State of South Dakota with its office at PO Box 630, 330 S Nebraska St, Salem, SD 57058, and the undersigned Customer.

**Service Warranties:** With respect to the service provided, TrioTel Communications, Inc makes no warranties of any kind, expressed or implied, including any implied warranty of merchantability or fitness of this service for a particular purpose. TrioTel Communications, Inc 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 TrioTel Communications, Inc's own negligence or customer's errors and/or emissions.

**Acceptable Use:** TrioTel Communications, Inc service may only be used for lawful purposes. Materials and/or transmissions in violation of any local, state, or federal regulations are strictly prohibited. This includes, but is not limited to:

1. Material legally judged to be threatening, abusive, obscene, libelous, defamatory, or pornographic.
2. Transmitted or downloaded information, software or other material that is protected by copyright or other proprietary right without permission of the person owning that protected right.
3. Information transmitted through software that contains a virus, worm, Trojan Horse, SPAM, bulk email, or other harmful component.
4. Adding, removing, or modifying identifying network heading information (aka "spoofing") in an effort to deceive or mislead.
5. Any impersonation of another person using forged headers or other improper identifying information or engaging in any activity which would compromise customer privacy or system security or gain access to any system or data without required permission (e.g. "hacking") of the owner.

**Use of Information:** Use of any information obtained via this service is at the customer's risk. TrioTel Communications, Inc specifically denies any responsibility for the accuracy or quality of information obtained through its services. TrioTel Communications, Inc disclaims any liability for any act or omission with regard to Internet content the customer finds objectionable or unsuitable. TrioTel Communications, Inc does not screen in advance any specific content, and reserves the right, but does not assume the responsibility, to block or limit access to content that violates our terms and conditions.

**Inappropriate Usage:** TrioTel Communications, Inc or other relevant authorities may determine inappropriate usage of this account and the privilege may be revoked at TrioTel Communications, Inc's discretion. Should this occur the customer will be notified in writing of this action. TrioTel Communications, Inc also holds the right to electronically monitor its service and to disclose any information it deems necessary to satisfy any legal or operational requirements.

**Sharing of passwords or accounts:** The resale or otherwise sharing of TrioTel Communications, Inc service account information or passwords, or any other associated services by any and all means is strictly prohibited (unless approved in advance in writing by TrioTel Communications, Inc). As well as any engagement in any activity which would result in third-party charges to TrioTel Communications, Inc. Violators are subject to the cancellation of service without prior notice. By using TrioTel Communications, Inc service, the customer agrees to hold TrioTel Communications, Inc harmless for content accessed when using the Internet service.

**Change of Status:** TrioTel Communications, Inc will occasionally require new registration and account information by the customer to continue this service. In addition, the customer shall notify TrioTel Communications, Inc in writing of any changes in the account information. Any IP address assigned to a customer on any basis remains the property of TrioTel Communications, Inc and may not be appropriated for any use other than as intended by TrioTel Communications, Inc.

**Limitation of Liability:** Neither party shall be liable to the other for any loss, damage, liability, claim or expense arising out of or in relation to this agreement or the provision of service or equipment, however caused, whether grounded in contract, tort (including negligence), or theory of strict liability. The parties agree to work in good faith to implement the purpose of this Agreement, but recognize the network connection and services to be provided by TrioTel Communications, Inc could not be made available under these terms or other similar terms without a substantial increase in cost if the parties were to assume a greater liability to each other.

**Billing & Equipment Terms:** The monthly billing will include the current month's internet charges as well as any of the past month's usage-based fees (such as hourly service charges, equipment purchases, etc). The first billing may also include the activation fee. All fees are non-refundable. The monthly service fees are independent of the amount of traffic or systems accessed by users at the customer's location. TrioTel Communications, Inc reserves the right to evaluate on an individual account basis bandwidth or hardware utilization. Excessive bandwidth or hardware usage that adversely affects TrioTel Communications, Inc's ability to provide its Internet or any other service may result in additional account management and fees. The DSL modem, power supply cable and Ethernet cable shall remain the property of TrioTel Communications, Inc. Upon disconnection of service, the equipment must be returned to TrioTel Communications, Inc. If the DSL modem, power supply cable and/or Ethernet cable are not returned or if the equipment is damaged, you agree to pay TrioTel Communications, Inc up to \$200.00 to cover the cost of the equipment.

**Electronic Communications Privacy Act (ECPA) Notice:** Customers are hereby notified that TrioTel Communications, Inc does NOT offer the same degree of privacy for email or files that the customer expects from regular paper mail.

**Digital Millennium Copyright Act Policy:** When TrioTel Communications, Inc receives a notice from a copyright holder or its authorized representative regarding an alleged violation of law by someone using an IP address identified as belonging to TrioTel Communications, Inc, the following actions will be initiated:

1. TrioTel Communications, Inc personnel will review the address to determine whether the address is in use by TrioTel Communications, Inc.
2. If the address is assigned and used by TrioTel Communications, Inc, personnel will attempt to identify the user. If the offender cannot be identified, TrioTel Communications, Inc will notify accordingly to the copyright holder or its agent.
3. If the offender is identified, then TrioTel Communications, Inc will notify the offender by telephone or email of the offense.
4. Any copyright violations may result in termination of service.

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 TrioTel Communications, Inc services constitutes acceptance of these Terms and Conditions.

IN WITNESS WHERE OF, TrioTel Communications, Inc and the Customer have entered into this agreement as of the date set forth.

Signature \_\_\_\_\_

Social Security Number \_\_\_\_\_

Date \_\_\_\_\_