

Please read and sign the terms and conditions of service:

This agreement is by and between Hanson Communications, Inc., d/b/a Triotel Internet duly authorized and existing under the laws of the State of South Dakota with its office at PO Box 630, 330 S. Nebraska, Salem, SD 57058, and the undersigned Customer for the provision by Triotel Internet or its subcontractors of certain electronic communication services and related items.

1. **Service Warranties:** With respect to the Service provided, Triotel Internet, makes no warranties of any kind, expressed or implied, including any implied warranty or merchantability or fitness of this service for a particular purpose. Triotel Internet 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 Internet's own negligence or Customer's errors and/or emissions.
2. **Acceptable Use:** Triotel Internet 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:
 - a. Material legally judged to be threatening, abusive, obscene, libelous, defamatory, or pornographic.
 - b. 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.
 - c. Information transmitted through software that contains a virus, worm, Trojan Horse, SPAM, bulk email, or other harmful component.
 - d. Adding, removing, or modifying identifying network heading information (aka "spoofing") in an effort to deceive or mislead.
 - e. 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.
3. **Use of Information:** Use of any information obtained via this service is at the Customer's risk. Triotel Internet specifically denies any responsibility for the accuracy or quality of information obtained through its services. Triotel Internet disclaims any liability for any act or omission with regard to Internet content the customer finds objectionable or unsuitable. Triotel Internet 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.
4. **Inappropriate Usage:** Triotel Internet or other relevant authorities may determine inappropriate usage of this account and the privilege may be revoked at Triotel Internet's discretion. Should this occur, the Customer will be notified in writing of this action. Triotel Internet also holds the right to electronically monitor its service and to disclose any information it deems necessary to satisfy any legal or operational requirements.

5. **Sharing of passwords or accounts** is strictly prohibited and violators are subject to the cancellation of such customer's service without prior notice. The resale or otherwise share of Triotel Internet Service account information or passwords, or any other associated services by any and all means is restricted unless approved in advance in writing by Triotel Internet. As well as any engagement in any activity which would result in third-party charges to Triotel Internet, and by using Triotel Internet service, the customer agrees to hold Triotel Internet harmless for content accessed using the Internet service.
6. **Change of Status:** Triotel Internet will occasionally require new registration and account information by the Customer to continue this service. In addition, the Customer shall notify Triotel Internet in writing of any changes in the account information. Any IP address assigned to a customer on any basis remains the property of Triotel Internet and may not be appropriated for any use other than as intended by Triotel Internet.
7. **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 Internet 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.
8. **Billing and Minimum Terms:** The customer will be billed no later than the first business day of the month after Triotel Internet receives his/her order for the coming month's fixed service costs, as well as the past month's usage-based fees (such as hourly service charges for applicable services). The first payment will include the installation fee. The registration fee is non-refundable. The first payment may also include network connection 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. Triotel Internet reserves the right to evaluate on an individual account basis bandwidth or hardware utilization. Excessive bandwidth or hardware usage that adversely affects Triotel Internet's ability to provide its Internet or any other service may result in additional account management and fees.

Electronic Communications Privacy Act (ECPA) Notice - Customers are hereby notified that Triotel Internet 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 Internet 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 Internet, the following actions will be initiated:

1. Triotel Internet personnel will review the address to determine whether the address is in use by Triotel.

2. If the address is assigned and used by Triotel Internet personnel will attempt to identify the user. If the offender cannot be identified, Triotel Internet will notify accordingly to the copyright holder or its agent.
3. If the offender is identified, then Triotel 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 Internet services constitutes acceptance of these Terms and Conditions.

IN WITNESS WHERE OF, Triotel Internet and the Customer have entered into this agreement as of the date set forth.

Customer (signature): _____ Date: _____

Customer (please type or print): _____