

TrioTel Communications, Inc

Internet Acceptable Use Policy

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 the TrioTel Internet terms and conditions of service:

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

Service Warranties: You acknowledge and agree that this Service is provided, “as is”, “with all faults”, and “as available”. You further acknowledge and agree that TrioTel disclaims all warranties and representations of any kind, whether express, implied or statutory, including without limitations any warranties: (i) of merchantability, fitness for a particular purpose, non-infringement, workmanlike effort, quality, accuracy, timeliness, completeness, title, quiet enjoyment, no encumbrances, no liens, or system integration; or (ii) that access to or use of this service or any part thereof will be uninterrupted, error or defect free, free of viruses or other harmful code, or secure, or that problems will be corrected, even if TrioTel is on notice of such problems. You agree that there are no warranties that extend beyond the face of this agreement; no advice or information given by TrioTel or its employees shall create any warranty. The Internet contains a variety of materials and information that may be offensive to you. You agree that you assume full responsibility and risk for your use of this Service and the Internet, and that you are solely responsible for evaluating the suitability, appropriateness or legality of any informational content or other materials you may encounter online. TrioTel may, but needs not, provide screening of certain materials. Software products that enable screening of particular materials and information are commercially available and widely advertised in public media, including on the Internet.

Acceptable Use: TrioTel 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 prohibition 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.

You agree that you are fully responsible for your activities while using TrioTel service (including for any content, information and other materials you access or transmit via this Service), and that you shall bear all risks regarding use of this Service. You agree not to use this Service to engage in any prohibited conduct. Broadly stated, prohibited conduct is any conduct that is unlawful, infringing, tortious or that is harmful (or puts at risk) to TrioTel or any other party or property; that violates another party’s intellectual property, privacy or other rights; or that otherwise illegally interferes with the operation, use or enjoyment of any service, system or other property. By way of illustration and not limitation, prohibited conduct includes using this Service to: (i) intercept, divert or otherwise interfere with any communication, (ii) violate the security or integrity of, or gain unauthorized access to, this Service or any other service, system or communication; (iii) impose an unreasonable or disproportionately large load on any systems or infrastructure; (iv) send “spam”, chain letters, or other unsolicited communications to any party; (v) create a “mail drop” for such communications, or engage or permit e-mail relay services (e.g., “open mail relay”); (vi) “spoof” or otherwise impersonate any other party, falsely stating or otherwise misrepresenting your identity or affiliation in any way, or forge, delete or alter any part of TCPIP packet header or sender identification information in any communication; (vii) commit fraud; (viii) harass, or threaten any party, advocate or otherwise encourage violence against any government, organization, group, individual or property, or provide instruction, information, or assistance in causing or carrying out such violence; (ix) disseminate viruses, Trojan horses, or other code or programming intended to damage, interfere with, intercept or expropriate any system, data or personal information; (x) send or receive any material that harasses or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability; (xi) send or receive material containing defamatory, false, or libelous material; (xii) send or receive any material that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity; (xiii) send or receive any material that you do not have a right to make available under law or contractual or fiduciary relationships; (xiv) engage in conduct that would expose TrioTel or its service providers to civil or criminal liability; (xv) assist others in engaging in prohibited conduct, or (xvi) sell or otherwise transfer this Service to any user not located within the household unless granted explicit written permission from TrioTel. This list is not intended to be exhaustive.

Consequences of Unauthorized Use: Without limiting any other available right or remedy, TrioTel reserves the right to, and you agree that TrioTel shall have the right, to: (i) take such actions as it deems, in its sole discretion, to be appropriate to protect against violations of this Agreement or abuse of this Service and to otherwise protect its interests (e.g., removing offending material, temporary or permanent filtering, blocking access, and suspending or terminating service), and (ii) investigate immediately and involve and cooperate with appropriate authorities regarding any illegal or unauthorized activities involving this Service. You agree that you will be liable to TrioTel for any damages incurred or amounts that are required to be paid by TrioTel that arise out of or are related to your violation of this Agreement, including, without limitation, damages paid to third parties, cost of repairs or replacements, and reasonable attorneys’ fees and costs of enforcement.

Use of Information: Use of any information obtained via this service is at the customer’s risk. TrioTel specifically denies any responsibility for the accuracy or quality of information obtained through its services. TrioTel disclaims any liability for any act or omission with regard to Internet content the customer finds objectionable or unsuitable. TrioTel 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 or other relevant authorities may determine inappropriate usage of this account and the privilege may be revoked at TrioTel’s discretion. Should this occur, the customer will be notified in writing of this action. TrioTel also holds the right to electronically monitor its service and to disclose any information it deems necessary to satisfy any legal or operational requirements.

Compliance with Legal Process: TrioTel is legally obligated to, and will comply with valid, enforceable subpoenas and other legal process received from governmental and law enforcements agencies and departments. Such subpoenas and legal process may compel TrioTel to monitor your communications and

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activities via TrioTel's Internet service (the "Service") during transmission and in connection with use of the Service. Additionally, TrioTel may disclose any such information to governmental and law enforcement agencies and departments for purposes for ensuring your compliance with this agreement, applicable law, cooperating with legal authorities, and otherwise protecting TrioTel's rights, property and interest. TrioTel may also disclose such information in connection with inquiries from third parties regarding alleged copyright infringement in connection with your use of the Service. By making use of the Service, you acknowledge and consent to these provisions.

Sharing of Passwords or Accounts: The resale or otherwise sharing of TrioTel 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). The customer may not resell or redistribute TrioTel service to any third party via any means, including but not limited to, wireless technology. As well as any engagement in any activity which would result in third-party charges to TrioTel. Violators are subject to the cancellation of service without prior notice. By using TrioTel service, the customer agrees to hold TrioTel harmless for content accessed when using the Internet service.

You Are Responsible for Your Security and Privacy: Although privacy and security are important to TrioTel, you understand and agree that you shall have no expectation of privacy or security in your use of this Service. There are privacy and security risks associated with wireless communications and the Internet generally. You acknowledge that TrioTel makes no assurance that your communications or activities will be or will remain private or secure and agree that TrioTel assumes no responsibility in that regard. You agree that you, and not TrioTel, are solely responsible for your own privacy and security in using this Service, and for implementing any protections you deem to be appropriate to protect and secure your privacy, and your activities, hardware, software and systems. You shall be responsible for providing adequate antivirus and anti-spam to ensure a secure and properly functioning network connection.

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

Limitation of Liability: (a) You acknowledge and agree that this Service does not impose liability of any kind or in any amount on TrioTel, including without limitation, liability for any direct, indirect, special, consequential, incidental, punitive or exemplary damages (including without limitation, lost profits, loss of business, business interruption, loss of data, or other similar damages) arising out of or related to this agreement or this Service; even if TrioTel is advised of the possibility of such damages. (b) You agree that the limitations in this section shall be deemed to apply to all causes of action and all legal theories, without regard to whether the damages arise from: (i) breach of contract, breach of warranty, negligence or other torts, or (ii) any other cause of action, however stated..

Indemnification: You agree to indemnify, defend, and hold harmless TrioTel, its subsidiaries, agents, distributors, service providers and affiliates, and their respective officers, directors, shareholders and employees from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement or any warranty you provide herein, or otherwise arising in any way out of your use of this Service. TrioTel reserves the right to take exclusive control and defense of any such claim otherwise subject to indemnification by you, in which event you will cooperate fully with TrioTel in asserting any available defenses.

Billing 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, plus any other charges or miscellaneous fees. Subscribers should be advised that the first bill may be larger than normal, and may include: activation/installation fees, the previous month's prorated monthly charges along with the current month's charges, equipment purchases, costs for labor and materials during installation, plus any other charges or miscellaneous fees. 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 reserves the right to evaluate on an individual account basis bandwidth or hardware utilization. Excessive bandwidth or hardware usage that adversely affects TrioTel'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 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 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, the following actions will be initiated:

1. TrioTel 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, personnel will attempt to identify the user. If the offender cannot be identified, TrioTel will notify the copyright holder or its agent accordingly.
3. If the offender is identified, TrioTel will notify the offender by telephone, email or in writing of the offense.
4. Any copyright violations may result in termination of service.

TrioTel complies with all open Internet guidelines as set forth by the FCC. Please see our Network Management Policy online at www.triotel.net/network_management_policy for more information.

Miscellaneous: You agree that: this Agreement and your use of this Service shall be governed by the laws of the State of South Dakota, without regard to conflicts of laws principles, and TrioTel shall have at all times the right to seek any injunctive or equitable relief available to it under applicable laws. You agree that the exclusive jurisdiction for all controversies or claims shall be the federal and state courts in the State of South Dakota in McCook County, and you agree that such courts will have personal jurisdiction over you in such matters. You agree that this Agreement is solely between you and the owner/operator of this service. You agree that any controversy or claim brought or asserted by you or on your behalf that arises out of or relates to this Agreement or this Service shall be solely against the owner/operator that is providing this Service to you by TrioTel, and not any other party. Further, you agree that any action you bring that arises from or relates to this Service must be initiated within one year from the relevant date of your access to this Service, and that no cause of action may be brought after that time. You agree that if any provision(s) of this Agreement is determined to be invalid or unenforceable under applicable law such provision(s) will be deemed superseded by a valid, enforceable provision that most closely serves the intent of the original provision and the remainder of this Agreement will continue to have legal effect. You agree that this Agreement constitutes the entire agreement between you and TrioTel regarding its subject matter, and it supersedes any prior or contemporaneous agreements between you and TrioTel regarding its subject matter. You agree that any notices given by you to TrioTel must be given by email (customerservice@triotel.com), or by postal mail to TrioTel Communications, Inc. at: PO Box 630, Salem, SD, 57058.

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 services constitutes acceptance of these Terms and Conditions. A copy of this agreement will be provided to you upon request.