

# ALLIANCE COMMUNICATIONS

## ALLIANCE WHOLE HOME AND ULTIMATE WHOLE HOME WIFI ACCESS AND USAGE TERMS AND CONDITIONS

Alliance Communications Cooperative, Inc. (“Alliance”) presently offers two levels of WiFi service (“Alliance WiFi”) – Alliance Whole Home WiFi and Alliance Ultimate Whole Home WiFi. By subscribing for the Alliance WiFi App offered by Alliance, you are agreeing that your access and usage of Alliance WiFi will be governed by and conducted in accordance with the terms and conditions set forth herein. These are the terms and conditions under which you agree to use Alliance WiFi service and under which Alliance agrees to provide such services to you. **THESE TERMS AND CONDITIONS IMPOSE IMPORTANT REQUIREMENT ON YOU REGARDING YOUR USE OF ALLIANCE WIFI SERVICE AND YOU SHOULD READ THEM CAREFULLY.** By downloading and subscribing for the Alliance WiFi App you agree to the following terms and conditions:

### 1.0 LEVELS OF SERVICE

1.1 Receipt of Alliance Broadband Service. In order to subscribe for Alliance WiFi Service, you must first receive broadband Internet service from Alliance (“Alliance Broadband”). Your receipt of Alliance Broadband is subject to the Terms, Conditions, Privacy and Customer Security Policy attached hereto as **Attachment D** and incorporated herein by this reference.

1.2 Election to receive Alliance Whole Home WiFi. As a subscriber of Alliance Broadband, you may elect to receive Alliance Whole Home WiFi Service by downloading and signing up for the Alliance WiFi App. In doing so, you are agreeing to:

- (a) the terms and conditions set forth herein, which terms and conditions may be modified from time to time by Alliance upon prior notice to you as provided for herein;
- (b) utilize a wireless Internet router supplied by Alliance; and
- (c) Additionally, you are agreeing to pay a monthly fee to Alliance in consideration for the use and access to Alliance WiFi Service. The monthly fee is presently Seven and 95/100ths Dollars (\$7.95). For this amount you will receive one router. Additional routers are available for an additional monthly payment of Three and 95/100ths Dollars (\$3.95) for each additional router. **THESE AMOUNTS ARE SUBJECT TO CHANGE BY ALLIANCE UPON PRIOR NOTICE TO YOU AS PROVIDED FOR HEREIN.**

1.3 Election to receive Alliance Ultimate Whole Home WiFi. As a subscriber of Alliance Broadband, you may elect to receive Alliance Ultimate Whole Home WiFi Service by downloading the same Alliance WiFi App as used to access Alliance Whole Home WiFi. Once you have downloaded this app, simply sign up for Alliance Ultimate Whole Home WiFi service. In doing so, you are agreeing to:

- (a) the terms and conditions set forth herein, which terms and conditions may be modified from time to time by Alliance upon prior notice to you as provided for herein;

- (b) You may receive Alliance Ultimate Whole Home WiFi for free for an initial seven (7) day trial period. If you do not notify Alliance of your decision to terminate Alliance Ultimate Whole Home WiFi Service before the expiration of the initial seven (7) day trial period, you will be charged a monthly fee payable to Alliance in consideration for the use and access to Alliance Ultimate Whole Home WiFi Service. The monthly fee is presently Eleven and 95/100ths Dollars (\$11.95). As with Alliance Whole Home WiFi Service, you will receive one router for Alliance Ultimate Whole Home WiFi Service for the monthly base payment. Additional routers are available for an additional monthly payment of Three and 95/100ths Dollars (\$3.95) for each additional router. THESE AMOUNTS ARE SUBJECT TO CHANGE BY ALLIANCE UPON NOT LESS THAN THIRTY (30) DAYS PRIOR WRITTEN OR ELECTRONIC NOTICE TO YOU.

WARNING: Alliance makes no representation or warranty that the Alliance WiFi App will function correctly on all devices. Depending upon the device you are utilizing, some or all of the functions normally available with Alliance Whole Home WiFi Service or Alliance Ultimate Whole Home WiFi Service may partially inoperable or unavailable. Alliance does not assume and expressly disclaims any and all responsibility or liability for the failure of the Alliance WiFi App to fully function or function correctly with any particular device. By downloading the Alliance WiFi App you are agreeing to release Alliance Communications Cooperative, Inc., its officers, directors, employees, agents, and members from any and all liabilities, losses, damages, claims, costs and expenses, including reasonable attorney's fees, related to or arising from such inoperability or malfunction. Further, you expressly disclaim for yourself, your successors, heirs, and assigns, or any other party claiming through you, any such claim or right. Your sole remedy upon conclusively establishing that the Alliance WiFi App does not function correctly with your particular device shall be a refund of fees actually paid to Alliance for such Service by you.

## 2.0 SCOPE OF SERVICE

2.1 Scope of Alliance Whole Home WiFi. Upon your subscription for Alliance Whole Home WiFi, you will receive the equipment, services, and applications identified on **Attachment A** under Whole Home WiFi.

2.2 Scope of Alliance Ultimate Whole Home WiFi. Upon your subscription for Alliance Ultimate Whole Home WiFi Service, you will receive the equipment, services, and applications identified on **Attachment A** under Ultimate Whole Home WiFi. Those services and applications include an active malware filter and optional enhanced parental controls and content filtering. Those services are further described below.

- (a) Active malware filter. If a malicious site or attack is detected by the malware filter, you will receive a notification of such malicious site or attack. You may then elect to block the site or proceed at your own risk. By electing to receive Alliance Ultimate Whole Home WiFi, you are acknowledging that certain sites may be blocked if Alliance Ultimate Whole Home WiFi detects malicious activity or attacks associated with a particular site. Alliance Ultimate Whole Home WiFi should be used in conjunction with other internet security protocols, including, without limitation, firewalls and anti-virus software. Alliance Ultimate Whole Home WiFi makes no representation or warranty that it will detect all malicious sites or attacks. Alliance expressly disclaims any liability for any and all damages, claims, costs or expenses which result from the failure of Alliance Ultimate Whole Home WiFi to detect or prevent any particular malicious site or attack upon your equipment or network.

- (b) Enhanced parental controls and content filtering. Alliance Ultimate Whole Home WiFi Service will enable you to preset or limit the amount of screen time available on a device. Alliance Ultimate Whole Home WiFi Service will also enable you to passively monitor or prohibit certain content being viewed on a device.

2.3 Service Interruptions. Any service may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted or curtailed due to circuit or equipment failures, or due to modifications, upgrades, relocations, repairs, and similar activities necessary for the proper operation of the service. Alliance may, at any time, without notice or liability, restrict the use of any service or limit its time of availability in order to perform maintenance activities and to maintain session control.

### 3.0 AUTHORIZED USER(S)

3.1 You warrant that the information for your registration for Alliance WiFi and/or Alliance Ultimate Whole Home WiFi (each a “Service” or collectively, the “Services”), as applicable, is correct and complete, and you agree to contact Alliance to update your information promptly in the event of any changes to such information. Upon successful completion of registration, Alliance will provide you with a user identification code (“UserID”) and password for each account purchased to enable your access to the Service(s).

3.2 You warrant that you are eighteen years of age or older and that you are responsible for all usage of the Service(s) and any other services accessed through the Service(s) on your account. You further agree that your use of the Service(s) will only be from within the United States of America, its Commonwealths, territories, and possessions.

3.3 You may not use more than one IP address for each log-on session.

3.4 You may not resell the Service(s) or engage in similar activities, commercial or non-commercial, which constitute resale, use the Service(s) for high volume or commercial purposes, or as a dedicated or quasi-dedicated line. Idle account sessions may be subject to automatic log-off without notice. An account session may be deemed to be idle if there appears to be no interactive, human generated data received from the remote user’s computer system or device within a prescribed amount of time. Automated data is not considered interactive or human generated; automated data includes but is not limited to data generated by an automatic re-dialer, script or other program that runs on a computer system for the purpose of avoiding inactivity disconnects, and the automated checking of e-mail or “pinging” the host to maintain a constant connection. Alliance reserves the right to audit connections electronically to enforce the above requirements

3.5 Alliance will issue e-mail account names based upon availability. If you surrender your account by changing it, terminating your account, or because your account is terminated for cause, Alliance shall not be obligated to reserve your e-mail account name or to receive or forward e-mails addressed to that account.

### 4.0 TERM AND TERMINATION

4.1 This Agreement goes into effect upon successful completion and submission of your order and shall continue, subject to the terms of this Section 4.0, until terminated by

either party as permitted by this Agreement. Order completion occurs upon your succession submission of a completed order for Service(s). Billing for your Service(s) will automatically begin upon registration of your account and partial month's service will be pro-rated based upon the date of completion and submission of your order. Registration may be accomplished either by you or by Alliance.

- 4.2 Termination Provision of Month-to-Month Service. Either party may terminate this Agreement without cause by giving notice to the other in accordance with the notice provision set forth at Section 14.5 below. Termination by you will be effective immediately upon your notice to Alliance and is subject to your payment of the remaining balance of the charges applicable to your Service(s) for the month in which termination occurs. Activation or set-up fees paid at the initiation of your Service(s) are not refundable.
- 4.3 All obligations of the parties under this Agreement which, by their nature, would continue beyond the termination, cancellation or expiration of this Agreement, including by way of illustration and not limitation those clauses relating to Limitation of Liability and Remedies (Section 12) and Indemnification (Section 13), shall survive such termination, cancellation or expiration.
- 4.4 If, in the sole discretion of Alliance: (a) if you are in breach of any of the terms of this Agreement (including all policies regarding abuse and acceptable use of the Service(s)), (b) if your use of the Service(s) is disruptive or causes a malfunction of the Service(s), or (c) if Alliance receives an order from a court of competent jurisdiction to terminate your Service(s), then Alliance may terminate or suspend your Service immediately without notice. For termination in accordance with this Section 4.5, you shall be liable for the applicable fees and/or equipment charges which are otherwise applicable. The foregoing notwithstanding, Alliance reserves the right to pursue any and all legal and equitable claims against you pertaining to your use or misuse of the Service(s). Alliance, in its sole discretion, may refuse to accept your application for renewal or re-subscription following a termination or suspension of your use of the Service(s).
- 4.5 In the event there is a ruling, regulation, or order issued by a judicial, legislative or regulatory body causing Alliance to believe that this Agreement may be in conflict with such rules, regulations, and orders, Alliance may terminate this Agreement immediately without notice.
- 4.6 You agree that if your Service(s) is terminated for any reason, Alliance has the right to delete all data, files and other information stored in or for your account.

## 5.0 MODIFICATION OF TERMS AND CONDITIONS OF THIS AGREEMENT

- 5.1 You agree that, from time to time, Alliance may revise the terms and conditions of this Agreement (including any of the policies which may be applicable to your use of the Service(s)) by posting such revisions at the Alliance Service portal page presently located at [www.alliancecom.net/support/internet](http://www.alliancecom.net/support/internet) support. You agree to review the Alliance Service portal page periodically to be aware of and review any such revisions. Increases to pricing shall be effective thirty (30) days after posting; decreases in pricing shall become effective immediately after posting; and revisions to any other terms and conditions shall be effective seven (7) days after posting. By continuing to use the

Service(s) after revisions are in effect, you accept the revisions and agree to abide by them.

## 6.0 MANAGEMENT OF YOUR DATA

- 6.1 You are solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may become necessary to access the Service(s) and to operate your computer, device, or network.
- 6.2 You are responsible for management of your information, including but not limited to back-up and restoration of data, erasing data from disk space you control and changing data on your router. You are responsible for development and maintenance of any security procedures you deem appropriate, such as logon security and encryption of data, user ID and password on your router and firewalls, to protect your information. Alliance is not responsible for back-up and restoration of your information. If at any time during the period you use the Service(s) Alliance provides free or for-fee software or peripheral equipment, including without limitation, client and/or network security software, you agree that your sole right to recourse, including but not limited to damages for failure of such software to perform, is against the manufacturer of such software or peripheral equipment.

## 7.0 BILLING AND PAYMENT

- 7.1 Alliance's fees for your Service(s) are supplied to you during the ordering process and/or registration process, and as may be updated at the Alliance Service portal site. You are responsible for updating your customer information (e.g., name, address, telephone number) and billing information (e.g., credit card number, expiration date) with Alliance as soon as it changes.
- 7.2 You agree to pay Alliance the charges for your Service(s). Activation fees, installation fees, equipment charges and other non-recurring charges, if applicable, will be included in your first month's bill. Alliance will bill your credit card for monthly Services plus all applicable taxes, or add such charges to your monthly bill from Alliance for communications services generally. Monthly recurring charges will be billed one month in advance of Service(s).
- 7.3 Service(s) to you may be denied or discontinued without notice at any time in the event:
  - a) Service(s) can no longer be billed through your monthly bill for communications services from Alliance;
  - b) Your credit card is denied; or
  - c) The credit card expiration date, which you gave to Alliance, is reached without having been updated.
- 7.4 Alliance is not responsible for any additional charge(s) or fee(s) applied to your billing account, for any reason, including but not limited to, interest, insufficient credit or insufficient funds.
- 7.5 If any portion of your bill is not paid by the due date, Alliance may charge you a late fee on unpaid balances and may also terminate your Service(s) without notice. The late fee

will be the lesser of one and one-half percent (1.5 %) per month, or the highest rate permitted by law. In the event Alliance utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse Alliance for all expenses incurred to recover such monies, including attorney's fees.

7.6 The waiver of any fees or charges lies solely in the discretion of Alliance.

## 8.0 SOFTWARE LICENSES

8.1 “Software” as used herein means software owned by Alliance or licensed to Alliance by its third party licensors, providers or suppliers and provided to you in conjunction with Service(s) subject to this Agreement.

8.2 Alliance provides to you, by means of download, CD or other media, in connection with its provision of the Service(s), the use of Software. You may use the Software only as part of or for use with the Service(s) and for no other purpose.

8.3 If a separate license agreement accompanies or is included with your Software, your use of the Software is governed by the terms of that license agreement (“End User License Agreement”). You may not install or use any Software that is accompanied by or includes an End User License Agreement unless you first agree to the terms and conditions of the End User License Agreement.

8.4 With regard to any Software, which is not accompanied by an End User License Agreement, you are hereby granted a revocable, non-exclusive, non-transferable license by Alliance or its third party licensors, providers or suppliers, to use the Software (and any corrections, updates and upgrades). You may not make any copies of the Software. You agree that the Software is the confidential information of Alliance or its third party licensors, providers or suppliers, which you shall not disclose to others or use except as expressly permitted herein. The Software contains copyrighted material, trade secrets, patents, and proprietary information owned by Alliance or its third party licensors, providers, or suppliers. You may not de-compile, reverse engineer, disassemble, attempt to discover any source code or underlying ideas or algorithms of the Software, otherwise reduce the Software to a human readable form, modify, rent, lease, loan, use for timesharing or service bureau purposes, reproduce, sublicense or distribute copies of the Software, or otherwise transfer the Software to any third party. You may not remove or alter any trademark, trade name, copyright or other proprietary notices, legends, symbols, or labels appearing on or in copies of the Software. You are not granted any title or rights of ownership in the Software. You acknowledge that this license is not a sale of intellectual property and that Alliance or its third party licensors, providers or suppliers continue to own all right, title and interest, including but not limited to all copyright, patent, trademark, trade secret, and moral rights, to the Software and related documentation, as well as any corrections, updates and upgrades. The Software may be used in the United States only, and any export of the Software is strictly prohibited.

87.5 Alliance's third party licensors, providers, and suppliers do not provide any technical assistance or support with regard to the Software. Alliance provides technical assistance and support for Software in accordance with its policies.

8.6 Your license to use the Software shall remain in full force and effect unless and until terminated by Alliance, its third party licensors, providers or suppliers, or until your

Service(s) account is terminated. Upon termination, you must cease all use of the Software and either delete the Software from your computer or return all copies of the Software to Alliance.

## 9.0 ACCEPTABLE USE AND YOUR RESPONSIBILITIES

9.1 Your use of Alliance Broadband and Alliance WiFi service are subject to the Alliance Internet Service Acceptable Use Policy (“AUP”) attached hereto and incorporated herein by as **Attachment B**. You agree to comply with the terms set forth in the AUP, which is attached hereto and incorporated herein.

## 10.0 E-MAIL MESSAGING

10.1 E-mail accounts and Service(s) may be made available to you as part of or as an optional feature of your Service(s).

10.2 Additional terms and conditions, where applicable, are included in the AUP and in **Attachment C** attached hereto and incorporated herein by this reference. In the event of a breach by you of the terms and conditions applicable to e-mail usage, Alliance has the right to immediately terminate your Service(s) without notice. Alliance has the right to delete all data, files, and other information stored on or for your EMS upon termination of your Service(s) for any reason.

## 11.0 LIMITATIONS ON USE AND WARRANTIES

11.1 The Internet is an international computer network of both government and non-government inter-operable packet switched data networks. The Internet is not owned, operated or managed by, or in any way affiliated with Alliance, and Alliance is not responsible and has no control over the information or materials accessible via the Internet through use of the Service(s). Alliance does not own or control all of the various facilities and communications lines through which access may be provided.

11.2 You agree and acknowledge that through your use of the Service(s), you may have access to information, which may be sexually explicit, obscene or offensive, or otherwise unsuitable or objectionable, especially for children under the age of eighteen (18) years old. You agree to supervise usage of the Service(s) by any minors who use your UserID to access the Service(s). Alliance is not responsible for access by any users, you or minors, to objectionable or offensive information or data.

11.3 You agree that your use of the Service(s) and the Internet, without limitation, is your sole responsibility, is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations.

11.4 You agree that the reliability, availability and performance of resources accessed through the Internet or other services connected or linked to Alliance’s Service(s) are beyond Alliance’s control and are not in any way warranted or supported by Alliance.

11.5 You agree that Alliance cannot and does not guarantee or warrant that files available for downloading through the Service(s) will be free of viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. You are responsible for implementing adequate procedures to satisfy your particular requirements for accuracy of

data input and output and for maintaining a means external to the Service(s) for the reconstruction of any lost data.

- 11.6 You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information you transmit over the Internet. Alliance is not responsible for invalid destinations, transmission errors, or corruption or security of your data.
- 11.7 You understand and agree that Alliance does not warrant the Service(s) to be uninterrupted or error-free. You further understand and agree that Alliance has no control over third party networks or web sites that you may access in the course of your use of the Service(s), and that delays and disruptions of other network transmissions are completely beyond the control of Alliance. Alliance makes no warranty regarding any transactions executed through the Service(s). Alliance cannot and will not guarantee that the Service(s) will provide Internet access that meets your needs.
- 11.8 You are not authorized to use any Alliance name or mark as a hypertext link to any Alliance website or in any advertising, publicity or in any other commercial manner without the prior written consent of Alliance. You understand that your ability to link to a website through the Service(s) does not, in any way, represent or imply Alliance's approval of, or its determination of the quality of that product or service. The links provided through the Service(s) are maintained by their respective organizations, which are solely responsible for their content.

## 12.0 LIMITATION OF LIABILITY AND REMEDIES

- 12.1 The Service(s) are provided on an "as is" or "as available" basis. Do not use the Service(s) in any high risk activities where damage or injury to person, property, environment or business may result if an error occurs. You expressly assume all risk for such use. Alliance does not warrant that the service or equipment provided by Alliance will perform at a particular speed, Bandwidth or data throughput rate, or will be uninterrupted, error-free, or secure.
- 12.2 Except as otherwise specifically set forth in this Agreement, and as otherwise specifically set forth in any manufacturer warranty for any equipment provided by Alliance (but only if such warranty is included with such equipment), Alliance, its third party licensors and third party providers, disclaim any and all warranties for the Service(s) and Alliance - provided equipment or software, whether express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, accuracy, non-infringement, non-interference, title, compatibility of computer systems, integration, those arising from the course of dealing, course of trade, or those arising under statute. Alliance does not warrant and shall not service any equipment you provide. You are solely responsible for any damage self-provided equipment causes to your property and to the property of Alliance or any of its affiliates.
- 12.3 In no event shall Alliance, its third party licensors or third party providers be liable for: (A) any direct, indirect, special, consequential or incidental damages, including without limitation, lost profits or loss of revenue or damage to data arising out of the use, partial use or inability to use the Service(s), and any Alliance -provided equipment provided under this agreement, and with regard to any merchandise, information or service provided through the Internet or any transactions conducted on the Internet, even if



Alliance has been advised of the possibility of such damages, or (B) any claims against you by any other party.

- 12.4 Alliance, its third party licensors and third party providers disclaim any liability or responsibility arising from any claim that your access or use of the Service(s) provided under this agreement infringes any third party's intellectual property rights.
- 12.5 This Section 12 applies to all claims by you irrespective of the cause of action underlying your claim, including, but not limited to: (a) breach of contract, even if in the nature of a breach of condition or a fundamental term or a fundamental breach, or (b) tort, including but not limited to Alliance's negligence or misrepresentation.
- 12.6 All limitations and disclaimers stated in Section 11 above and this Section 12 also apply to Alliance's third party licensors and third party providers as third party beneficiaries of this Agreement. Any rights or limits stated herein are the maximum for which Alliance, its third party licensors and providers are collectively responsible.
- 12.7 The remedies expressly set forth in this Agreement are your sole and exclusive remedies.

### 13.0 INDEMNIFICATION

- 13.1 You agree to defend, indemnify and hold harmless Alliance, its third party licensors and third party providers from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of this Agreement by you (or any parties who use your account, with or without your permission, to access the Service(s)); (b) the use of the Service(s) or the Internet or the placement or transmission of any message, information, software or other materials on the Internet by you (or any parties who use your account, with or without your permission, to access the Service(s)); (c) negligent acts, errors, or omissions by you (or any parties who use your account, with or without your permission, to access the Service(s)); (d) injuries to or death of any person and for damages to or loss of any property, which may in any way arise out of or result from or in connection with this Agreement, except to the extent that such liabilities arise from the active negligence or willful misconduct of the other party; or (e) claims for infringement of any intellectual property rights arising from the use of the Service(s), software, or the Internet.

### 14.0 GENERAL PROVISIONS

- 14.1 Alliance will not be liable for delays, damages or failures in performance due to causes beyond its reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, or an inability to obtain necessary equipment or services.
- 14.2 Alliance's failure at any time to insist upon strict compliance with any of the provisions of this Agreement in any instance shall not be construed to be a waiver of such terms in the future.
- 14.3 You agree not to assign or otherwise transfer, this Agreement in whole or in part, including the Software or your rights or obligations under it. Any attempt to do so shall be void *ab initio*.

- 14.4 You may have additional rights under certain laws (such as consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply, our exclusions or limitations may not apply.
- 14.5 Notices required under this Agreement by you shall be provided in accordance with the methods set forth in the policies of Alliance or in those of any affiliate, sister or parent company. Notices by Alliance to you shall be deemed given: (a) when sent to your e-mail address, or (b) when deposited in the United States mail addressed to you at last-known address, (c) at the time when posted on the Alliance Service portal, or (d) when hand delivered to your home, as applicable. With regard to electronic communications, you and Alliance further agree:
- (a) An electronic communication (e.g., 'e-mail') sent containing your UserID establishes you as its originator and has the same effect as a document with your written signature on it.
  - (b) An electronic communication (e.g., 'e-mail'), or any computer printout of it, is a valid proof of the validity of the original content of the electronic communication.
- 14.6 If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the unenforceable portion shall be construed as nearly as possible to reflect the original intentions of the parties.
- 14.7 You agree with Alliance that the substantive laws of the State of South Dakota, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. You consent to the exclusive personal jurisdiction of and venue of the Courts of the State of South Dakota, Second Judicial Circuit sitting in Minnehaha County, South Dakota, or the United States District Court for the District of South Dakota, Southern Division, for any suits or causes of action connected in any way, directly or indirectly, to the subject matter of this agreement or to the Service(s). Except as otherwise required by law, any cause of action or claim you may have with respect to the Service(s) must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.
- 14.8 Alliance may from time to time automatically measure and monitor network performance and the performance of your Internet connection in order to improve the level of Service(s). Alliance does not share information collected for the purpose of network or computer performance monitoring or for providing customized technical support outside of Alliance or its authorized vendors, contractors and agents. You hereby consent to Alliance's monitoring of your Internet connection and network performance, as set forth above, as they relate to the Service(s) or other services which Alliance may offer from time to time.
- 14.9 A copy of the Agreement may be obtained either by telephoning Alliance at (605) 594-3411 or by writing to Alliance Communications at: 612 3<sup>rd</sup> Street, P.O. Box 329, Garretson, SD 57030, Attention: Alliance Customer Service.

14.10 This Agreement, including all Exhibits and Attachments hereto, which are fully incorporated into this Agreement, constitutes the entire agreement between you and Alliance with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement may be revised by Alliance as set forth in Section 5, "Revisions", above. Any terms varying from this Agreement in any order, written or electronic communication from you are void. In the event of a conflict between this Agreement and any Attachments, the terms of the Attachments shall prevail.

## ATTACHMENT B

### ALLIANCE'S ACCEPTABLE USE POLICY

1. This **Attachment B**, "Alliance's Acceptable Use Policy" sets forth Alliance's policy on the acceptable use by you of the Service(s), which includes e-mail, and other services which may be added from time to time. It is designed to help protect the Service(s), Alliance's customers and the Internet community, from irresponsible or illegal activities.
2. Alliance reserves the right to decline to provide Service(s) to you, or immediately to terminate your Service(s) for material breach, if your use of the Service(s) or your use of a User ID or the User ID of additional users on your account, whether explicitly or implicitly, and in the sole discretion of Alliance in any manner violates the terms of this Acceptable Use Policy.
3. You may not use the Service(s) as follows: (a) for any unlawful, improper or criminal purpose or activity; (b) to attempt to access or access the accounts of others, to spoof or attempt to spoof the URL, DNS address, or IP address of Alliance or any other entity or person, or to attempt to penetrate or penetrate Alliance's security measures of or other entities' systems ("hacking") whether or not the intrusion results in corruption or loss of data; (c) to bombard individuals or newsgroups with uninvited communications, data or information, or other similar activities, including but not limited to "spamming", "flaming" or denial or distributed denial of service attacks; (d) to transmit unsolicited voluminous e-mails (for example, spamming) or to intercept, interfere with or redirect e-mail intended for third parties using the Service(s); (e) to introduce viruses, worms, harmful code and/or Trojan horses on the Internet; (f) to post information on newsgroups which is not in the topic area of the newsgroup; (g) to unlawfully interfere with another person's usage of the Internet or the Service(s); (h) to damage the name or reputation of Alliance, its affiliates and subsidiaries, or any third parties; (i) to transmit confidential or proprietary information, except solely at your own risk; (j) to violate Alliance's or any third party's copyright, trademark, proprietary or other intellectual property rights, including trade secret rights; (k) to use more than one IP address without the knowledge and consent of Alliance; (l) to generate excessive amounts (as determined by Alliance in its sole discretion) of Internet traffic, or to disrupt net user groups or e-mail use by others; (m) to engage in activities designed to or having the effect of degrading or denying Service(s) to Alliance users or others (including activities that compromise a server, router, circuit or software; (n) to use any name or mark of Alliance, its affiliates or subsidiaries, as a hypertext link to any website or in any advertising publicity or other commercial manner; (o) to use your Alliance account for the purpose of operating a server of any type other than with the knowledge and consent of Alliance; (p) to use the Service(s) or the Internet in a manner intended to threaten, harass or intimidate; (q) to cause the screen to "scroll" faster than other subscribers or users are able to type to it, or any action that has a similar disruptive effect, on or through the Service(s); (r) to use the Service(s) to disrupt the normal flow of online dialogue, (s) to use the Service(s) to violate any operating rule, policy or guideline of any other online services provider or interactive service; (t) to attempt to subvert or to aid third parties to subvert, the security of any computer facility or system connected to the Internet; (u) to impersonate any person or using a false name while using the Service(s); (v) to install "auto-responders," "cancel-bots" or similar automated or manual routines which generate excessive amounts of net traffic, or disrupt net user groups or e-mail use by others; (w) to make false or unverified complaints against any Alliance

subscriber, or otherwise abusing any of Alliance complaint response procedures; (x) to use software or any other device that would allow your account to stay logged on while you are not actively using the Service(s); (y) to export software or any information in violation of US export laws; (z) to use the Service(s) in contravention of the limitations of the pricing plan you have chosen; or (aa) to rapidly open and close or create connections for users other than yourself (our subscriber).

4. Copyright Infringement/Repeat Infringer Policy. Alliance respects the intellectual property rights of third parties, including those granted under the US copyright laws, and the interests of its subscribers and content providers on the Internet. You may not store material on, or disseminate material over, Alliance's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including rights granted under the US copyright laws. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, it is the policy of Alliance to terminate, in appropriate circumstances, the Service(s) provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers. Appropriate circumstances may exist where (i) a subscriber or account holder has been found by a court of competent jurisdiction to have infringed the copyrights of a third party on two or more occasions, i.e., a repeat infringer, (ii) where a valid, effective and uncontested notice has been provided to Alliance alleging facts which are a violation by the subscriber or account holder of Alliance's Copyright Policy prohibiting infringing activity involving Alliance systems or servers, or (iii) in other cases of repeated flagrant abuse of access to the Internet (e.g., willful commercial piracy or malicious attempts to destroy the value of copyrighted works). In addition, Alliance expressly reserves the right to terminate or suspend the service of any subscriber or account holder if Alliance, in its sole judgment, believes that circumstances relating to the infringement of third-party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights Alliance may have under law or contract.
5. You shall comply with all applicable local, state, national and international laws and regulations, including those related to data privacy, international communications, and exportation or technical or personal data. You represent that you are not a specifically designated individual or entity under any US embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) to any order issued by any agency of the US Government limiting, barring, revoking or denying, in whole or in part your US export privileges. You agree to notify Alliance if you become subject to any such order.
6. You shall not delete any proprietary designations, legal notices or other identifiers belonging to third parties from any information obtained or sent using the Service(s) and shall not impersonate any person or use a false name while using the Service(s). You agree to obtain all required permissions if you use the Service(s) to receive, upload, download, display, distribute, or execute Software or perform other works protected by intellectual property laws including copyright, trademark, trade secret and patent laws. You agree to cooperate with Alliance and provide requested information in connection with all security and use matters. You agree to promptly notify Alliance if you suspect unauthorized use of the Service(s) or of your UserID. You remain liable for unauthorized use until your notification to Alliance. You agree that your name, UserID and other identifying information may be placed in our user directory.

7. Alliance reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong.
8. Alliance reserves the right, but shall be under no obligation, to monitor your compliance, or the compliance of other subscribers, with the terms, conditions or policies of this Agreement.

## ATTACHMENT C

### ALLIANCE ANTI-SPAM / ANTI-VIRUS PROTECTION TERMS AND CONDITIONS

#### 1.0 SERVICE AGREEMENT

1.1 This Alliance Anti-Spam / Anti-Virus Protection Terms and Conditions Agreement (“Agreement”) is entered into by the subscriber and Alliance. By using, the Anti-Spam / Anti-Virus Protection service (“Service”) you agree to be bound by the terms and conditions herein. You agree to allow Alliance to process incoming e-mail messages against known SPAM (defined as un-requested, unsolicited e-mail messages from entities that you have no business or personal relationship with) filter rules that are implemented automatically on inbound e-mail accounts that are enrolled in the Service in order to determine if the messages are unsolicited (SPAM).

#### 2.0 SCOPE OF SERVICE

2.1 The processing of e-mail messages is by computer-automated systems. Portions of the Service may be provided to Alliance by third-party vendor(s), over which Alliance exercises no control. Alliance warrants that the Service is being provided by automated computer processing and that NO employee, affiliate, or agent of Alliance is reading your or other subscribers e-mail messages. The processing required to provide this Service is limited solely to the determination as to whether an e-mail message should be considered and treated as SPAM. The Service does not archive, store, or otherwise collect any e-mail messages or portions thereof, except as outlined herein.

2.2 Alliance reserves the right to change the method of electronic processing and filtering used to provide this Service without prior notice to you. Alliance further reserves the right to disable the Service temporarily, without notice, to prevent detrimental service degradation to you and other Alliance subscribers.

2.3 By agreeing to use the Service you acknowledge that the Service is provided on a “Best Effort” basis and agree that no SPAM / VIRUS filtering service or technology is 100% effective. You understand that you may continue to receive unsolicited messages, despite the Anti-Spam / Anti-Virus Protection Service being enabled. E-mail messages that have been determined to be SPAM will be sidelined in a junk or deleted e-mailbox that is provided as part of this Service. E-mail messages determined to be SPAM will be held in a junk or deleted e-mailbox for fourteen (14) days before being deleted. Access to your junk or deleted e-mailbox is provided solely through the web interface (“webmail”) provided to you as part of the e-mail service. Alliance acknowledges that from time to time legitimate e-mail messages that are not SPAM may be flagged by the Service and placed in your junk or deleted e-mailbox. As such, you are highly encouraged to review the content of your junk or deleted e-mailbox on an interval more frequent than fourteen (14) days. Alliance is not responsible for e-mail that is lost or deleted as a result of being flagged and placed in your junk or deleted account and not retrieved. You understand that it is strictly your responsibility to check the contents of your junk or deleted e-mailbox in a timely manner. Alliance is not responsible or liable for consequent actions arising from the deletion of legitimate e-mail placed in your junk or deleted e-mailbox and not retrieved. In order to provide protection from harmful or malicious websites, the Service may block your access to certain websites or content. By utilizing the Service you are

authorizing Alliance to block such websites and content. You further acknowledge that at times legitimate or benign websites and content may be inadvertently block by the Service. If you elect to fully or partially disable these protective functions, you assume all responsibility and liability for accessing any websites or content which would otherwise have been unavailable or blocked due to the functioning of the Services.

### 3.0 LIMITATION OF LIABILITY AND REMEDIES

- 3.1 Communications from Alliance, its subsidiary organizations, or other likewise linked entities are not considered SPAM. All communications from Alliance to its customers are exempt from SPAM filtering.
- 3.2 THE SERVICE PROVIDED BY THE ANTI-SPAM / ANTI-VIRUS PROTECTION SERVICE AND ITS LICENSORS IS PROVIDED ON A “BEST EFFORT”, “AS IS,” “WITH ALL FAULTS,” AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ITS LICENSORS DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ADVISED OF SUCH PURPOSE) AND AGAINST ERROR-FREE OR UNINTERRUPTED SERVICE.
- 3.3 EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, ALLIANCE, ITS THIRD PARTY LICENSORS AND THIRD PARTY PROVIDERS, DISCLAIM ANY AND ALL WARRANTIES FOR THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, NON-INTERFERENCE, TITLE, COMPATIBILITY OF COMPUTER SYSTEMS, INTEGRATION, THOSE ARISING FROM THE COURSE OF DEALING, COURSE OF TRADE, OR THOSE ARISING UNDER STATUTE.
- 3.4 IN NO EVENT SHALL ALLIANCE, ITS THIRD PARTY LICENSORS OR THIRD PARTY PROVIDERS BE LIABLE FOR: (A) ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF REVENUE OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE, OR INABILITY TO USE THE ANTI-SPAM / ANTI-VIRUS PROTECTION SERVICE.
- 3.5 ALLIANCE, ITS THIRD PARTY LICENSORS AND THIRD PARTY PROVIDERS DISCLAIM ANY LIABILITY OR RESPONSIBILITY ARISING FROM ON ANY CLAIM THAT YOUR ACCESS OR USE OF THE SERVICE PROVIDED UNDER THIS AGREEMENT INFRINGES ANY THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS.

### 4.0 GENERAL PROVISIONS

- 4.1 The remedies expressly set forth in **Attachment C** are your sole and exclusive remedies under this Attachment and the Agreement.