

**VENTURE COMMUNICATIONS COOPERATIVE**  
**RESIDENTIAL SERVICES TERMS AND CONDITIONS**

Venture Communications Cooperative directly and through its affiliates (collectively, “Venturecomm” or “Company”) offers residential customers a range of services (each a “Service” and collectively the “Services”) pursuant to these Residential Services Terms and Conditions including:

**1. GENERAL PROVISIONS**

**1.1** These Residential Services Terms and Conditions, together with any Addenda, Exhibits, and Schedules (attached now or at a later date), incorporate the provisions, including pricing, of the Venturecomm Service Order designated to you, the customer (“Customer”), for the purchased Services (“Designated Venturecomm Service Order”), as well as the Individual Service Agreement. These Residential Services Terms and Conditions are incorporated into a Contract or Agreement for the Services, which may modify or supplement it. If no unexpired Agreement exists, these Residential Services Terms and Conditions apply to the receipt of or use of any Service not covered by a Tariff. Customer acknowledges that each Designated Venturecomm Service Order, together with these Residential Services Terms and Conditions and Individual Service Agreement, shall make up the agreement under which Venturecomm will provide the purchased Services to Customer and shall be collectively referred to hereafter as the "Agreement."

Customer has read and understands the Designated Venturecomm Service Order, Addenda, Exhibits, Schedules, Residential Services Terms and Conditions, and Individual Service Agreement and agrees to be bound thereby. This Agreement shall be effective upon establishing the Designated Venturecomm Service Order (“Effective Date”), but monthly billing and service term will not commence until installation is completed and the Venturecomm Delivery Confirmation Addendum is signed. Rates for the Services shall be delineated in the Designated Venturecomm Service Order. Additional Venturecomm Service Orders will be required to change or add to the initial Services. Each subsequent Venturecomm Service Order designated to Customer for changed or additional services shall be added to this Agreement. Pricing excludes state and federal taxes, regulatory fees, and surcharges. In case of any conflict between these Residential Services Terms and Conditions, the Individual Service Agreement, and any Designated Venturecomm Service Order, the Designated Venturecomm Service Order shall prevail.

**1.2** Venturecomm has the right to cancel the Agreement within 45 days after the Effective Date, in the event that Venturecomm determines that Service cannot be provided economically to Customer or for technical reasons, including but not limited to: a technically acceptable transmission facility to Customer's premises is unavailable; adequate capacity to provide the Service is unavailable; acceptable transmission speed cannot be achieved after technical due

diligence has been performed by Venturecomm; or Customer's premises are located an excessive distance from Venturecomm's switching facilities.

**1.3** This Agreement includes the Attachments hereto, and also the following materials:

- Venturecomm Communications Membership Application
- Fibernow Service Agreement
- [Venturecomm Privacy Policy](#);
- [Venturecomm Acceptable Use Policy](#);
- [Venturecomm Copyright Infringement Enforcement Policy](#);
- [Venturecomm Network Transparency Statement](#) and
- Any other documents incorporated by reference herein or therein.

## **2. RATES AND CHARGES**

**2.1** The rates and charges, including both recurring and non-recurring charges, for the individual Services that comprise the complete package of Services ordered by the Customer can be found in the Designated Venturecomm Service Order.

**2.2** Monthly recurring charges will be billed one month ahead, and shall be due and payable for the term of this Agreement, or until all Services ordered by Customer are completely disconnected pursuant to Venturecomm's normal disconnection process, whichever event occurs first in time. The complete disconnection of all Services ordered by the Customer will constitute a Cancellation of Services, for which a Cancellation Fee may apply (see section 6 below).

**2.3** Customer shall pay all non-recurring charges charged as a result of this Agreement upon receipt of the applicable invoice, unless otherwise specified in the Designated Venturecomm Service Order.

## **3. TERMS AND CONDITIONS**

**3.1** The term of this Agreement (“Term”) shall be measured from the date that Venturecomm turns on the Service ordered by the Customer. On the initial and on any subsequent expiration dates, the Agreement will renew automatically for a period of one year unless a different term is specified in writing or unless either Party gives written notice to the other Party at least thirty (30) days prior to the expiration of the then existing term that it elects not to renew the Agreement.

**3.2 FEES AND PAYMENT SCHEDULE.** The fees and payment schedule for the Services are set out in the Designated Venturecomm Service Order. Rates shall be fixed for the Term unless otherwise noted on the Designated Venturecomm Service Order, but may be increased at Venturecomm's discretion before any renewal term with 30 days written notice to Customer. For the Term of the Agreement, Customer will not be charged a greater rate than the rates noted in the Designated Venturecomm Service Order. Payment on invoiced charges is due within twenty (20) days of the invoice date. Balances that remain unpaid more than twenty (20) days from the invoice date shall be deemed past due and may be subject to late charges not to exceed 1-1/2

percent per month or the highest rate allowed by law, whichever is less. Customer shall be liable for all costs incurred in collection of past due balances including but not limited to collection fees, attorneys' fees, filing fees and court costs.

**3.3 TAXES.** Customer agrees that, during the Term of this Agreement, in addition to any other payments, Customer will promptly pay all taxes, assessments, and other governmental charges levied or assessed in connection with the Services provided hereunder and will promptly pay or reimburse Venturecomm for all taxes, assessments, and other governmental charges, as applicable.

**3.4 AUTHORIZED CONTACT PERSON.** Customer shall designate in writing on a Venturecomm-supplied CPNI Form, one or more Authorized Contact Person(s) (ACP) for the Agreement to act as Venturecomm's point of contact for Customer. Should the Customer desire to change their ACP(s), Customer should promptly communicate the such change(s) to their Venturecomm Account Executive.

#### **4. WARRANTIES AND LIMITATIONS OF LIABILITY**

**4.1** Venturecomm makes no warranty, expressed or implied, including but not limited to, any warranty of fitness for a particular purpose or use, or any warranty of merchantability with respect to services or products furnished hereunder, all such warranties being specifically disclaimed by Company.

**4.2** In no event shall Venturecomm be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever arising out of or in connection with this Agreement incurred or suffered by Customer or any third party, even if the other party or any other person has been advised of the possibility of damages.

**4.3** Customer is responsible for reporting any service outages or degradation to Venturecomm by calling the Venturecomm repair line, 605.582.2224, which is available 24/7/365. Unless otherwise noted in the Designated Venturecomm Service Order, Venturecomm will respond as quickly as possible in case of a service outage caused by the Venturecomm Network that is not a Force Majeure event, as described in Section 5 below.

**4.4** Except for personal injury caused by Venturecomm's negligence or willful misconduct, the entire liability of Venturecomm and its affiliates for any damage or expense from any cause whatsoever shall in no event exceed the monthly recurring charge of the product or service which directly gives rise to the claim.

**4.5** No action or proceeding against Venturecomm or its affiliates may be commenced more than twenty-four (24) months after the claim arises.

**4.6 INDEMNIFICATION.** Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against losses, costs, claims, liabilities, damages, and expenses (including reasonable attorney's fees) (collectively, "Damages") suffered or asserted by other third parties for:

- a. damage to tangible personal property or personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors; and
- b. Claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications (including its employees, agents and contractors).

Neither Party's indemnification obligations hereunder shall apply to any Damages to the extent caused by, arising out of, or in connection with, the negligence, intentional acts or omissions, or willful misconduct of the Indemnified Party, including its employees, agents, and contractors.

## **5. FORCE MAJEURE**

**5.1** Venturecomm shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from matters beyond Venturecomm's control, including, without limitation, fire, explosion, terrorism, accident, flood, labor trouble or stoppage, any regulation, rule or act promulgated by any governmental agency, inability to obtain or shortage of suitable software, material, components, parts, equipment, machinery, fuel, power, transportation, acts of God, a fiber cut or damage caused by a third party or any other causes beyond Venturecomm's control. Either party may terminate its obligations under this Agreement if ordered to do so by the final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible for either party to carry out its obligations under this Agreement. In addition, if at any time during the Term of this Agreement, the action of a governmental agency requires modification of the Services provided hereunder so as to impair such Services.

## **6. TERMINATION OR CANCELLATION OF SERVICE**

### **6.1. SERVICE TERMINATION/CANCELLATION OF SERVICE BY CUSTOMER**

You may cancel your Service, but if you do so before the end of any applicable term, you may be subject to an early termination fee as specified in the Venturecomm Fibernow Service Agreement (referred to as an "Early Termination Fee" or "ETF"). At the conclusion of your term, or at all times if you did not agree to a Term Plan, your continued Service will be provided on a month-to-month basis. If you elect to continue Service on a month-to-month basis, you should review the then-current Agreement regularly at [Venturecomm's website](#). The then-current Agreement will govern your Service. Your election to continue Service represents your agreement to the then-current Agreement.

### **6.2 SERVICE SUSPENSION/TERMINATION BY COMPANY**

Venturecomm may immediately terminate or suspend your Account, and all or a portion of your Service without notice for any of the reasons set forth in Venturecomm's Acceptable Use Policy, or if: (a) you provide false or inaccurate information to Venturecomm; (b) you (or anyone you permit to utilize the Service), violate this Agreement or the Venturecomm Acceptable Use Policy; (c) you (or anyone you permit to utilize the Service) engage in conduct that is a violation of any law, regulation or tariff (including, without limitation, copyright and intellectual property

laws); or, (d) if you engage in conduct that is threatening, abusive or harassing to Venturecomm, employees or any of their vendor's employees or representatives. You may also be subject to suspension or termination. If we terminate your Service and you have a term commitment that is subject to an ETF, we may charge you that ETF in addition to any other rights that we reserve in other provisions of this Agreement. If we terminate or suspend your Service, your license to use any software provided in connection with the Service is also terminated or suspended (as applicable). If your Service is terminated, Venturecomm has the right to immediately delete all data, files, and other information stored in or for your account without further notice to you. You must pay all charges for the Service through the date of termination.

## **7. APPLICABLE LAW.**

**7.1** The laws of the State of South Dakota shall govern this Agreement.

## **8. TERMINATION OF AGREEMENT**

**8.1** In addition to termination pursuant to Paragraph 1 of these Terms and Conditions, this Agreement shall terminate as provided in this Paragraph 8. If either party (the "Offending Party") shall (i) breach one or more of its obligations hereunder without correcting the same within thirty (30) days of written notice from the other party specifying the nature thereof, however, that where such failure cannot reasonably be cured within such 30 day period, if the defaulting Party shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such breach shall be extended for such a period of time as may be necessary to complete such curing up to a maximum cure period of sixty (60) days; or (ii) apply for, consent to or suffer the appointment of a receiver, trustee, custodian or liquidator of all or any substantial part of its assets, or (iii) make a general assignment for the benefit of creditors, or (iv) file a petition or answer seeking, or admitting or shall otherwise take advantage of bankruptcy, reorganization or other relief under applicable bankruptcy law, then this shall be considered to be an "Event of Default" by such Offending Party.

**8.2** Upon an Event of Default, the other party (the "Offended Party") may thereupon terminate this Agreement by giving the Offending Party 30 days written notice of termination. Upon an Event of Default, each party shall have all remedies available to it under this Agreement, at law or in equity, and all such remedies shall be cumulative. Notwithstanding any other provision of this Agreement, Venturecomm may terminate this Agreement upon ten days prior written notice if the Customer fails or refuses to pay Venturecomm in accordance with the provisions of this Agreement. Upon termination of this Agreement for any reason, Venturecomm shall be entitled to all payments due from Customer under this Agreement and the return of any equipment, hardware and software owned by Venturecomm, including Customer Premise Equipment (CPE) that is in the possession or control of Customer at the time of termination. If Customer fails to return such equipment, hardware, and software, Customer shall incur the obligation to pay the fair market value of all unreturned equipment, hardware, and software. Termination of this Agreement shall not relieve Customer of any unfulfilled obligations created hereunder unless agreed to in writing by Venturecomm.

## **9. SEVERABILITY**

**9.1** In the event any provision contained in this Agreement is for any reason held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be then construed as if such an unenforceable provision or provisions had never been included in this Agreement.

## **10. WAIVER**

**10.1** The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences.

## **11. SUCCESSORS AND ASSIGNS**

**11.1** Customer may not assign this Agreement without the express written consent of Venturecomm. Assignment of this Agreement shall not release Customer from liability hereunder, and the terms and conditions of this Agreement shall also be binding upon the successors and assigns of the parties hereto.

## **12. COMPLIANCE WITH APPLICABLE LAWS**

**12.1** Each party agrees to comply with all laws, rules, and regulations applicable to the performance of its obligations hereunder. Without limiting the generality of the foregoing, the Customer will have responsibility for ensuring that, except with respect to work performed hereunder by Venturecomm, or Venturecomm subcontractors or agents; the premises meet all applicable codes or other laws. Customer agrees to promptly correct any noncompliance with applicable codes and other laws if such noncompliance in any way prevents Venturecomm from performing under this Agreement. This Agreement is subject to all applicable federal, state, and local laws, and regulations, rulings, and orders of governmental agencies, including, but not limited to, the Communications Act of 1934, as amended, the Rules and Regulations of the FCC, Venturecomm's applicable tariffs and price lists if any, and the obtaining and continuance of any required approval or authorization of the FCC or any governmental body.

## **13. SERVICE OR NETWORK CHANGES AND FAILURE**

**13.1** In the event that Customer makes changes so as to require Venturecomm to make additions, moves, changes, or redesigns to the services or equipment that it is providing to the Customer, then Customer shall pay all costs and expenses incurred by Venturecomm for such additions, moves, changes or redesigns. In the event that Customer desires to change the In Service Date on a Service Request after acceptance by Venturecomm, Customer may change the In Service Date, at no charge, five (5) business days prior to the In Service Date unless otherwise noted in the Designated Venturecomm Service Order. In the event Customer desires to change the In Service Date on less than five 5 business days' notice, or in the event that Customer changes the

In-Service Date more than once, Customer shall pay a charge of \$100.00 plus any costs incurred by Venturecomm as a result of the Customer's change of the In-Service Date.

**13.2** Company reserves the right to temporarily suspend or terminate Service as necessary to change how we provide Service to you over our facilities and network. To the extent required by this Agreement, applicable regulations and law, we will provide reasonable advanced notice of network changes. In order to ensure continued quality Service to your premise, network changes may require a technician to be dispatched to install new or additional network equipment or facilities to your premise. Network equipment or facilities installed at your home may require the use of your electrical power for the operation of our facilities. If you decline to allow the installation of the new network equipment or facilities at your premise, Company may be forced to terminate or suspend your service in accordance with Section 8.

**13.3** In the event that Service fails (i) as a result of Customer-provided facilities, wiring, or equipment; provided, that, such failure is not caused by the gross negligence or willful misconduct of Venturecomm; (ii) due to insufficient Internet Bandwidth provided by another provider; (iii) due to equipment or wiring that has been subjected to Customer's, or any other third party's tampering, misuse, neglect, accident, unauthorized modification, or to uses in violation of instructions furnished by the manufacturer; (iv) due to equipment in which the serial number has been removed or altered, or (v) due to any other failure caused by the Customer, its agents, vendors, or other related parties, then Venturecomm shall have no liability to Customer for such failure of telecommunications.

## **14. CUSTOMER'S RESPONSIBILITIES**

**14.1** Customer, at Customer's own expense, shall be responsible for all charges relating in any way to the provision of the Venturecomm Products or Services, including, without limitation, charges arising from misuse, abuse, or fraudulent access to the Venturecomm Products or Services. Customer shall not use the Venturecomm Products or Services or permit any use of the Venturecomm Products or Services which is illegal, unlawful, or harassing. Customer must maintain reasonable security procedures and standards with respect to Customer's equipment that interfaces with the Venturecomm Products or Services. Equipment provided by Venturecomm that is the property of Venturecomm must be returned in the event of termination of Venturecomm Products or Services. Customer must provide Venturecomm with thirty (30) days notification of any moves requiring Venturecomm equipment relocation. Customer hereby agrees to indemnify Venturecomm and its affiliates against any liabilities incurred by them to any Third party as a result of the Customer's use of the Venturecomm Products or Services. In the event Customer notifies Venturecomm of suspected product or service failure, which constitutes Venturecomm providing a Service Call to Customer's premise, with the ensuing results being determined as not related to Venturecomm's Products or Services, Venturecomm shall, at its discretion, render invoiced charges to Customer pursuant to applicable standard rates.

**14.2** Access to Premises. Customer shall provide Venturecomm with reasonable access to its premises in order to install, maintain, and repair the Venturecomm Products or Services, and Customer shall authorize any other employee or its designated agent to grant access to Customer's premises for these purposes. Customer understands and agrees that Venturecomm

may drill, cut, and otherwise alter improvements on the premises. If Customer does not own its premises, Customer warrants that Customer has obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to make the alterations that Venturecomm deems appropriate. Customer acknowledges that Venturecomm may use existing wiring, including altering the wiring and removing accessories, located within Customer's premises.

## **15. INDEPENDENT CONTRACTOR STATUS**

**15.1** Venturecomm is engaged in an independent business and will perform all other obligations under this Agreement as an independent contractor and not as the agent or employee of Customer. Venturecomm's personnel shall be considered solely the employees of Venturecomm and not employees or agents of Customer. Venturecomm has and retains the right to exercise full control of and supervision over the performance of the services it provides and full control over the employment, direction, assignment, compensation, and discharge of all of its personnel performing services and full control of and supervision of its contractors. Venturecomm is solely responsible for all matters relating to the compensation and benefits for all of Venturecomm's personnel. Venturecomm and Customer agree to the following rights consistent with an independent contractor relationship:

**15.2** Venturecomm has the right to perform services for others at all times.

**15.3** Venturecomm has the sole right to control and direct the means, manner, and method by which the services required by this contract will be performed.

**15.4** Venturecomm has the right to hire assistants as sub-contractors, or to use employees to provide the services required by this Agreement.

**15.5** Venturecomm or its employees or sub-contractors shall perform the services required by this contract.

**15.6** Venturecomm shall allocate and shall have full control of personnel and schedule required to fulfill the Services provided to Customer under this Agreement.

**15.7** CUSTOMER WILL NOT ATTEMPT TO HIRE VENTURECOMM'S EMPLOYEES. If during the term of, or within twelve (12) months after the termination of this Agreement, Customer hires directly or indirectly contracts with any of Venturecomm's employees for the performance of services similar to those provided by Venturecomm under this Agreement, CUSTOMER AGREES TO PAY EITHER ONE YEAR OF THE SALARY VENTURECOMM PAID TO THE EMPLOYEE OR THE AMOUNT PAID TO THE EMPLOYEE BY THE CUSTOMER AT THE TIME OF HIRING, WHICHEVER IS HIGHER.

## **16. RESOLVING DISPUTES**

**16.1** In the event of any dispute arising in connection with this Agreement, the Parties shall use good faith efforts to arrive at an agreeable resolution through discussions escalating to at least



the Vice President level within their respective organizations. The Party initiating the dispute shall provide written notice to the other Party of such dispute, which shall set forth the nature of the dispute and the remedy requested.

**16.2** The Parties shall negotiate in good faith for a period of thirty (30) days after the non-initiating Party has received such notice of dispute.

**16.3** If after such period the Parties are unable to agree upon a resolution, then either Party may initiate mediation in accordance with the procedures set forth in section 16.4.

**16.4** Mediation.

**16.4.1** In the event the dispute between the Parties cannot be resolved by good faith negotiations, the Parties agree to participate in non-binding mediation.

**16.4.2** A mediator will be selected by having counsel for each Party agree on a single person to act as mediator. The Parties' counsel, as well as officers of each Party, and not more than two other participants from each Party will appear before the mediator at a time and place determined by the mediator, but not more than sixty (60) days after the end of the good faith negotiating period.

**16.4.3** The fees of the mediator and other costs of mediation will be shared equally by the Parties.

**16.5** Litigation

**16.5.1** If, within two (2) years following notice of a dispute, the dispute is not resolved via non-binding mediation, the Parties may resort to litigation in a court of competent jurisdiction located in Highmore, South Dakota.

## **17. CONFIDENTIALITY**

**17.1** Each Party for itself, its employees, agents, and representatives agrees that it will not divulge any confidential or proprietary information it receives from the other Party, except as may be required by law. The terms and conditions of this Service Agreement shall be construed as confidential or proprietary information under this Section 17. In the event that the Customer fails to comply with this Section 17, Venturecomm reserves the right to terminate the Agreement by notice in writing with immediate effect.

## **18. ENTIRE AGREEMENT**

**18.1** This Agreement, together with any Designated Venturecomm Service Order, Addenda, Exhibits, or Schedules attached hereto, or to be attached in the future, the Fibernow Service Agreement, the Venturecomm Communications Membership Application, the Venturecomm Broadband Terms and Conditions, and Acceptable Use Policy or any Amendments attached hereto, sets forth the entire understanding of the parties and supersedes any and all prior

agreements, arrangements or understandings related to the Services described herein and therein, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Venturecomm shall not be bound by any agents' or employees' representations, promises, or inducements not set forth herein.

## **19. EQUIPMENT**

**19.1** Customer agrees to abide by the following terms and conditions. In order to receive Services from Venturecomm, equipment owned by Venturecomm, hereinafter collectively referred to as the "equipment," will be installed by Venturecomm. Customer understands that they have not purchased this equipment, and must use and return it to Venturecomm upon the termination of services. Customer is responsible for the loss or damage to the equipment that has been installed by Venturecomm. Customer has no right to sell, give away, transfer, pledge, mortgage, remove, relocate, alter, or tamper with the equipment at any time. Equipment is to be solely used for the provision of Venturecomm Services to Customer and may not be used for any other purpose. Venturecomm is not responsible for any special, incidental, or consequential damages relating to the equipment provided to Customer. In the event that the equipment becomes inoperative, Customer shall call the Venturecomm technical support immediately. Customer is responsible for any damage to equipment due to Customer negligence or willful misconduct.

Upon termination of Venturecomm Services, arrangements will be made for Venturecomm technicians to uninstall the equipment and remove it from Customer's premise. The equipment must be returned in good working order. In the event that the equipment is not returned in good working order, Customer will be charged replacement value for each item of the equipment not returned in good working order.

## Attachment A

### Additional Terms for Venturecomm Broadband Service

1. Services. The term "Service" shall include Venturecomm Broadband ("Broadband"), Venturecomm E-Mail Service ("E-M Service"), including all Software (as defined below), and such other products or services as Customer may subscribe to with Venturecomm. The Service shall also include any software or hardware that Venturecomm provides Customer in connection with the Service to which Customer has subscribed.
2. General. (A) The Services shall not be used for any illegal or unlawful purpose, sending unsolicited bulk email, or maintaining an open mail relay. Violation may result in the suspension of the Services or access by Customer. (B) All provisions of Venturecomm's applicable tariffs, if any, are incorporated herein by this reference. (C) Venturecomm reserves the right to make modifications and improvements in the Services or to change general rates, terms and conditions of the Services. No modifications shall override the terms of a Designated Venturecomm Service Order. (D) Broadband Internet usage is limited to the primary Customer only, and may not be resold or shared, except within Customer's organization. Any other use is considered a breach of contract subject to termination terms as specified in paragraph 8 of the Residential Services Terms and Conditions.
3. Compliance with Laws. Customer agrees not to use, or permit others to use, the Service in ways that (i) violate any law or applicable regulation, our [Acceptable Use Policy \(AUP\)](#), or other policies listed on this website, (ii) infringe the rights of others, or (iii) interfere with the users, services, or equipment of our network or other networks. By way of example and not limitation, Customer agrees not to distribute unsolicited advertising, chain letters or other unsolicited bulk electronic mail (i.e., spam); propagate computer worms, destructive programs or denial of service attacks or viruses; use a false identity; attempt to gain unauthorized entry to other computers, data or any site or network; distribute child pornography, obscene or defamatory material over the Broadband; or infringe copyrights, trademarks or other intellectual property rights.

Customer further agrees to comply with U.S. export laws concerning the transmission of technical data and other regulated materials via the Service. If the Service is provisioned outside the U.S., Customer agrees to abide by all applicable local laws and regulations, including without limitation any laws governing the import of the Service. We reserve the right to suspend or terminate the Service (or any portion thereof) without notice in the event that Customer use of the Service, in our sole judgment, violates any applicable law, regulation or ordinance, or the terms of this Agreement or our AUP, or otherwise adversely affects or threatens any Venturecomm network or service, customer or employee, or, if Customer is determined to be a repeat infringer under our repeat infringement policy set forth in our AUP. We also

reserve the right to provide information about Customer's account and Customer's use thereof to third parties as required or permitted by law.

4. Software Provided.

- a. Venturecomm may provide to Customer, at no cost or for a fee, software owned by Venturecomm or its third party licensors, providers or suppliers in connection with the Services ("Software"). Customer may use the Software in object code form only, on the hardware on which it is installed, only as part of or for use with the Service and for no other purpose. The Software may be accompanied by an end user license agreement from Venturecomm or a third party. Customer's use of the Software is governed by the terms of that license agreement and by this Agreement, where applicable. Customer may not install or use any Software that is accompanied by or includes an end user license agreement unless it first agrees to the terms and conditions of the end user license agreement.
- b. If the Software is not accompanied by an end user license agreement from Venturecomm or a third party, Customer is hereby granted a personal, revocable, non-exclusive, non-transferable license by Venturecomm or its third party licensors, providers or suppliers, to use the Software (and any corrections, updates and upgrades thereto), for the sole purpose of enabling Customer to use the Service.
- c. Customer agrees that the Software is the confidential information of Venturecomm or its third-party licensors, providers, or suppliers, which Customer 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 Venturecomm or its third-party licensors, providers, or suppliers. Customer may not decompile, 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. Customer 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. Customer is not granted any title or rights of ownership in the Software.

Customer acknowledges that this license is not a sale of intellectual property and that Venturecomm 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. We reserve the right to update or change the Software from time to

time and Customer agrees to cooperate in performing such steps as may be necessary to install any updates or upgrades to the Software.

- d. IF AT ANY TIME DURING THE TERM OF THIS AGREEMENT VENTURECOMM PROVIDES CUSTOMER WITH FREE OR FOR-FEE SOFTWARE OR EQUIPMENT, INCLUDING WITHOUT LIMITATION, CLIENT AND/OR NETWORK SECURITY SOFTWARE, CUSTOMER AGREES THAT CUSTOMER'S SOLE RIGHT TO RECOURSE, IF ANY, INCLUDING BUT NOT LIMITED TO DAMAGES FOR FAILURE OF SUCH SOFTWARE TO PERFORM, IS AGAINST THE MANUFACTURER OF SUCH SOFTWARE OR PERIPHERAL EQUIPMENT.
  - e. Venturecomm provides technical assistance and support for the Software in accordance with its policies. Unless otherwise provided, Venturecomm does not provide technical assistance or support for third-party Software. Technical assistance or support with regard to third-party software provided by the Software supplier is provided in accordance with such third-party's policies or other terms.
  - f. Customer's license to use the Software shall remain in full force and effect during the Initial Term and any renewal terms, unless and until it is terminated by Venturecomm, its third party licensors, providers or suppliers, or until this Agreement expires or is terminated.
5. **Return of Equipment and Software.** Upon termination or expiration of this Agreement, Customer agrees to return to Venturecomm all hardware (other than hardware that has been purchased from us) that Venturecomm has provided to it in connection with the Service, and to cease use of all the provided Software and immediately delete such Software from it's computer. In the event such hardware and software is not returned to Venturecomm within thirty (30) calendar days following such termination or expiration, in accordance with paragraph 8 of the Residential Services Terms and Conditions, Customer agrees to pay, the fair market value of all unreturned hardware and software.
6. **Customer Equipment and Broadband Performance.** Customer is solely responsible for obtaining, installing, configuring, and maintaining suitable equipment and software, including any necessary system or software updates, patches, or other fixes, which are or may become necessary to access the Broadband Service and to operate its computer and or network. The preceding obligations apply regardless of whether Venturecomm or a third party provided the software or hardware to Customer. Customer understand that Broadband bandwidth is provided on a per-line basis and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number and types of computers or devices using the Service and the type of use (e.g. streaming media or downloading larger files). Only the manufacturer's warranties included with any hardware or software provided by Venturecomm shall apply.

## **7. Interconnection.**

- a. Since most Internet end points such as websites and other content providers are not directly connected to Venturecomm's network, Venturecomm must exchange traffic with other networks to provide its subscribers the capability of uploading and downloading data to/from Internet end points connected to those networks. Accordingly, Venturecomm has entered into commercially negotiated agreements to exchange traffic with such networks on mutually agreeable terms. Consistent with its longstanding practice, Venturecomm does not warrant that it will establish or expand the connections between its network and other networks except on such mutually agreeable terms. To the extent Venturecomm is unable to reach agreement on terms of interconnection or network expansion with these other networks it could affect your service. Venturecomm therefore makes no promise express or implied that you will be able to upload or download data to/from Internet end points connected to other networks at any particular speed.
- b. Like the other networks that make up the Internet, Venturecomm's is a shared network, which means that the transmission links and other network resources used to provide the Service are shared among Venturecomm's subscribers. Venturecomm manages this network for the benefit of all users based on a variety of factors, and our technical expertise.

## **8. Speed, Technology and Data Usage.**

Venturecomm offers many broadband internet access service options, each of which has a specific service speed range. The term "speed" is commonly used as a shorthand way to describe the capacity at which a broadband internet access service can transmit data. This speed is typically measured in the number of kilobits, megabits or gigabits that can be transmitted in one second (Kbps, Mbps, or Gbps). Some uses, such as web browsing, do not require high service capability speeds to function optimally, while other activities, like transferring large data files, can be performed faster with higher-speed services. Your service speed may not be suitable for some applications, particularly those involving real-time or near real-time, high-bandwidth uses such as streaming video or video conferencing.

## **9. Data Use on Residential Internet Services.**

The residential Internet Service you purchased includes an unlimited data allowance. Use is subject to our [Acceptable Use Policy](#), as posted to the Venturecomm website. Use of certain apps, including peer-to-peer sharing apps, may significantly increase your Internet data consumption, possibly exceeding what is allowed under our Acceptable Use Policy. For additional information about the use of your residential Venturecomm Internet Service, including management of your data usage, as well as information about other data plans that you might consider, please refer to

[Venturecomm's Website.](#)

## 10. Restrictions On Use

**a. Acceptable Use Policy.** Your use of the Service is subject to the Venturecomm [Acceptable Use Policy \("AUP"\)](#) and is hereby incorporated into the Agreement as though fully set forth herein. In accordance with the AUP, Venturecomm reserves the right to deny, disconnect, modify and/or terminate, without notice, the Member Account or the Service provided by Venturecomm to any customer whose use of the service violates the AUP. Examples of violations of the AUP include, but are not limited to: (i) unlawful activities, (ii) violation of intellectual property rights, (iii) publication or dissemination of threatening material, (iv) inappropriate interaction with minors, (v) Spam/E-mail/Usenet abuse, (vi) uses which are harmful to or interfere with the use of Venturecomm's network or systems, or the network of any other provider, (vii) uses which interfere with the use or enjoyment of the Services received by others, (viii) uses that constitutes a security risk or a violation of privacy. In addition, Venturecomm reserves the right to terminate or suspend the Service for any of the reasons set forth in the AUP, including when Venturecomm reasonably determines that your use of the Service (including use by others under a Master Account or any Sub Account) may expose Venturecomm to sanctions, prosecution, civil action or any other liability, See the AUP for a more detailed discussion of the policy.

**b. Copyright Infringement.** You are prohibited from infringing, publishing, submitting, copying, uploading, downloading, posting, transmitting, reproducing, or distributing software, video or audio content, or any other material that is protected by copyright, trademark, patent, trade secret, any other type of intellectual property rights, trademark laws (by rights of privacy or publicity) or other proprietary right of any party unless you own or control the rights thereto or have received all necessary consent to do the same. This prohibition includes the use of any material or information including images or photographs that are made available through the Service(s). Venturecomm assumes no responsibility, and you assume all risks, regarding the determination of whether material is in the public domain, or may otherwise be used by you for such purposes.

**i.** Venturecomm respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA") and other applicable laws, Venturecomm has adopted and maintains a [Digital Millennium Copyright Act \(DMCA\) Policy](#) that provides for termination of Service in appropriate circumstances of the account(s) of customers who are repeat copyright infringers. Venturecomm may limit, suspend or terminate your service at any time with or without notice to you.

**ii.** If you believe the copyright to your work has been infringed in connection with an Venturecomm service that involves system caching, information residing on systems or networks at the direction of users, or information location tools as described in 17 U.S.C. §§ 512(b)–(d), please provide the information listed on the Company’s [Copyright Infringement Policy](#) to the designated agent also listed on the [Copyright Infringement Policy](#). Venturecomm has no obligation to investigate possible copyright infringements with respect to materials transmitted on its systems. However, Venturecomm will process valid notifications of claimed infringement under the DMCA. For further information regarding such notifications, see Venturecomm’s DMCA Policy.

**iii.** Venturecomm allows copyright holders to notify Venturecomm of claimed infringement occurring on Venturecomm's transitory digital network communications services pursuant to 17 U.S.C. § 512(a). Content owners may submit notifications to Venturecomm of alleged copyright infringement based on information they have independently collected. Venturecomm then will attempt to identify a subscriber account if the content owner has detected an IP address utilized by an Venturecomm subscriber and forward a copyright alert to the subscriber account, advising the account holder of the allegation and providing information about online copyright infringement. If a subscriber receives additional alerts, we may temporarily redirect the account holder's broadband Internet access service to a webpage where the account holder must review material on the importance of copyright and the lawful use of content available over the Internet. Upon completion of this review, such redirection will be discontinued and the subscriber's service will be restored to normal. After this stage, if a subscriber continues to receive additional alerts, Venturecomm may take further action consistent with 17 U.S.C. § 512(i), which may ultimately result in termination of the subscriber/accountholder's broadband Internet access service. Account holders' personally identifiable information is protected throughout this process. Venturecomm will not provide such information to content owners unless required to do so by court order.



c. **No Resale.** The Service is provided for your use only (unless otherwise specifically stated) and you agree not to, whether for a fee or without charge, reproduce, duplicate, copy, sell, transfer, trade, resell, re-provision, redistribute, or rent the Service, your membership in the Service, any portion of the Service, use of the Service, or access to the Service, including, but not limited to, reselling capabilities enabled or used by a specific application (including, without limitation, Voice Over Internet Protocol (VOIP) via wired, wireless or other means. For example, you agree that the Service is not to be used to trunk or facilitate public internet access ("Hotspots") or any other public use of the Service, or for any high volume purpose. All aspects of the Service, except that portion provided by third party providers, is copyrighted and property of Venturecomm.

d. **Network Management.** Venturecomm reserves the right to engage in reasonable network management practices, to protect its broadband network from harm, compromised capacity, degradation in network performance or service levels, or uses of the Service which may adversely impact access to or the use of the Service by other customers. Reasonable network management practices that Venturecomm may adopt include, but are not limited to, the following: (i) a cap on data usage; (ii) a modification of a customer's serving facility or service technology, and/or (iii) a modification of or a limitation on a customer's data throughput speed or data consumption. A very small percentage of customers use the Service in a way which creates harm to the network, compromises capacity, degrades network performance or service levels, or which may adversely impact access to or the use of the Service by other customers. In the event that Venturecomm adopts a network management practice which will apply to your Service, we will provide you with a notice, by web posting, bill insert, email, letter and/or other appropriate means, which describes the network management practice, explains how it will work, and explains how it could impact your Service.

e. Venturecomm's policies may be revised from time to time, and, in addition, Venturecomm may in its sole discretion voluntarily participate, on terms acceptable to Venturecomm, in copyright alert and graduated response programs with other stakeholders.

## Attachment B

### Additional Terms and Conditions For Venturecomm Video Services

Venturecomm, together with its affiliates, subsidiaries and partners authorized to provide the services set forth herein ("Venturecomm") will provide its Video service (the "Video Service") to Customer in accordance with these Terms and Conditions, which terms and conditions incorporate and include the Services Terms and Conditions, Designated Venturecomm Service Order, as well as all applicable Venturecomm policies as they may be changed from time to time (collectively, the "Terms of Service").

Customer's use of the Video Service shall be deemed acknowledgment that Customer has read and agreed to the Terms of Service. Any user who does not agree to be bound by these terms should immediately stop using Venturecomm's Video Service and notify Venturecomm Customer Service to terminate the account. This is a legal binding document incorporating the Services Terms and Conditions and the Designated Venturecomm Service Order (the "Agreement").

Venturecomm regularly updates and amends these Terms of Service. Customer should consult Venturecomm's website (<https://venturecomm.net/>) to be sure Customer remains in compliance.

**1. Disruption of Video Service:** In no event shall Venturecomm be liable for any failure or interruption of program transmissions or Video Service, including, but not limited to, any interruption or degradation of Video Service arising from Customer's interference, modification, or tampering with the Video Service's digital receiver connection. Subject to requirements under applicable law, credit may be given for qualifying outages.

**2. Copying and Reproduction of Programs:** Customer agrees that Customer shall use the Residential Video Service provided by Venturecomm solely for Customer's personal, non-commercial use and will not copy such programs, Video Service, or other services except in compliance with applicable law.

**3. Additional Venturecomm Rights:**

A. Venturecomm shall have the right to determine in its sole discretion what constitutes an "inappropriate" or "commercial use" of Venturecomm's systems, Equipment, or Video Service.

B. Venturecomm has no obligation to monitor content or services accessible by means of Venturecomm's video system or the digital receiver; however, Customer acknowledges and agrees that Venturecomm has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law or regulation, to operate its programming and data information services properly, or to protect itself or its Customers.

**4. Additional Features, Functionality and Tools:** Any additional service features, functionality, and tools that Venturecomm offers may be further subject to specific terms of use

and subject to charges, change, or removal at any time by Venturecomm.

**5. NO WARRANTY OF SERVICE.** THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT WARRANT THAT SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR DEGRADATION OF QUALITY. NEITHER THE COMPANY NOR ITS EMPLOYEES OR AGENTS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF SERVICE OR EQUIPMENT THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD. STATEMENTS AND DESCRIPTIONS CONCERNING SERVICE OR EQUIPMENT, IF ANY, BY THE COMPANY'S EMPLOYEES, AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AND MAY NOT BE RELIED UPON AS A WARRANTY OF ANY KIND.

**6. Disclaimer:** Venturecomm shall not be responsible for any products, merchandise or prizes promoted on or purchased through the use of the video system or Venturecomm's digital receiver, unless such products, merchandise or prizes are provided directly by Venturecomm. Venturecomm assumes no liability for any program, services or information distributed over the video system and/or Venturecomm's digital receiver.

**7. Equipment.** For purposes of this Agreement, "Equipment" includes all equipment provided to you by Venturecomm for reception of video programming service, including without limitation set-top boxes and ancillary remote controls, wiring, decoders, outlets, terminals, modems, routers, etc., installed in or on your premises. Equipment is provided to you for the term of service and solely for your use in connection with lawfully receiving video programming service. All Equipment provided and installed by Venturecomm shall remain the sole and exclusive property of Venturecomm, unless otherwise specified in writing by Venturecomm or as provided by applicable law.

**8. Prohibited Uses and Activities:** Customer shall not use Venturecomm's Equipment, or the Video Service for illegal or inappropriate activities or otherwise engage in any illegal or inappropriate activities in their course of dealings with Venturecomm, including but not limited to:

- a. invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content that is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable;
- b. redistributing or retransmitting the Video Service, or any portion thereof, or transmitting or distributing the Video Service, or any portion thereof, to persons outside the service location on Customer's account;

- c. modifying, disrupting, unauthorized relocation of or tampering with Venturecomm's Equipment, including but not limited to, tampering with the seal on the digital receiver, the access card or any of Venturecomm's services;
- d. connecting or attaching equipment to the Video Service with the intended purpose to distribute the Video Service in an unauthorized manner;
- e. restricting, inhibiting or otherwise interfering with the ability of any other Venturecomm subscriber to use or enjoy any Venturecomm service, the Video Service, or the Internet.
- f. reselling the Venturecomm Service or services;
- g. conducting a pyramid or other illegal soliciting scheme;
- h. impersonating any person or entity or forging anyone else's digital or manual signature; or
- i. harassing, threatening, or otherwise verbally abusing Venturecomm employees or its agents.

Engaging in one or more of these activities may result in termination of this Agreement. This Section 8 shall not in any way limit Venturecomm rights of termination pursuant to any other provision of this Agreement.

**9. License Requirements:** Customer shall comply with all end user license requirements relative to any of the services that Customer accesses pursuant to the terms of this Agreement. Customer may not decompile, reverse engineer, disassemble, modify, create derivative works of, or in any way derive any source code from the Video Service, or any portion thereof, including Venturecomm software or third party software made available through or in connection with the Video Service. Customer agrees not to remove, alter, or obscure any product identification, proprietary, copyright, or other intellectual property notices contained or embedded within or on the Video Service.

**10. Limitation of Liability:** Any information sent by the Customer utilizing the functions of Venturecomm Equipment is sent at the Customer's sole risk, and Venturecomm shall have no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such actions by the Customer. Without limitation of the foregoing, Customer acknowledges and agrees that Venturecomm shall not be liable for any use of Customer's information provided to third parties in connection with Customer's use of the Video Services or other third party services or functions available through the Video Service. Venturecomm shall not be liable or responsible for any errors, losses, or interruptions in connection with Customer's use of the Video Service, and any features or functionalities thereof, including but not limited to intermittent service, erroneous deletions, failed or misdirected recordings, and inability to schedule recordings.

**11. Security:**

- a. Customer agrees to maintain the security and confidentiality of Customer's usernames and passwords or similar credentials that enable Customer to access the Video Service. Customer further agrees not to disclose such credentials to any third party. Without limitation of the foregoing, Customer agrees that Customer shall not disclose such

credentials to third parties to enable them to access the Video Service or programming that may be made available to Customer outside the home.

b. Equipment, Video Service or third party services may not be used to breach the security of another Venturecomm subscriber or to attempt to gain unauthorized access to any other person's computer, software or data. They also may not be used in any attempt to circumvent user authentication or security for any host, network, or account. Use or distribution of tools designed for compromising security is prohibited.

c. Customer is responsible for any misuse of Venturecomm's Equipment, the Video Service, or any third party services to which Customer has subscribed, even if the inappropriate activity was committed by a friend, family member, guest, employee or Customer with access to Customer's account. Therefore, Customer must take steps to ensure that others do not gain unauthorized access to Venturecomm's Equipment, Video Service or third party services.

**12. Choice of Law:** The laws of the State of South Dakota shall exclusively govern this Agreement.

**13. Amendment:** Venturecomm may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Venturecomm may notify Customer of any such changes to this Agreement by posting notice of such changes on Venturecomm's website at (<https://venturecomm.net/>), using the features of the Venturecomm digital receiver, or sending notice via bill statement, e-mail, text, postal mail, or other reasonable means. The Customer's continued use of the Video Service following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such modification. If Customer does not agree to any modification of this Agreement, Customer must immediately cease using Venturecomm Equipment and the Video Service and notify Venturecomm that Customer is terminating this Agreement in accordance with the Services Terms and Conditions.

## Attachment C

### Additional Terms and Conditions For Venturecomm Voice Services

#### GENERAL VOICE TERMS

Venturecomm provides voice communication services which include direct-dialed calling and certain advanced features (“Voice Service”). Venturecomm may offer, modify, or discontinue features or advanced features and may require additional charges for features. The Voice Service may or may not include mobile or nomadic ability.

When Customer accepts the Voice Service, Customer becomes the main account holder for each assigned telephone number and all plans, features, and functionalities associated with each telephone number, whether those telephone numbers, plans, features, and functionalities are purchased initially or are added subsequently.

Venturecomm generally bills non-recurring and usage-based charges in the billing cycle following the transaction, including, but not limited to, international calling (including surcharges for international termination to a wireless phone number), Operator Services, Directory Assistance, call trace, and overage minutes associated with defined minutes-of-use plans. Partial minutes are rounded up for per-minute usage charges. Customer shall not resell or redistribute (whether for a fee or otherwise) the Voice Service, or any portion thereof, or otherwise charge others to use any portion of the Voice Service, unless there is a specific agreement allowing such resale.

Customer or Venturecomm may provide the required Customer Premise Equipment (CPE) for the Voice Service. The CPE must be compatible with the type of Voice Service ordered by Customer. Customer must comply with all Venturecomm guidelines and procedures for 911 if the CPE is moved from the originally installed location or Customer uses a voice app on a mobile device. The Voice Service also uses electrical power at the installation location. If there is an electrical power outage, 911 calling may be interrupted if a battery backup is not installed, fails, or is exhausted after several hours.

Venturecomm may establish general practices and limits concerning the use of the Voice Service and may restrict calls to certain area codes (e.g., 900/976 calls). Venturecomm may log off accounts or disconnect sessions that are inactive for an extended period. Venturecomm may change its general practices and limits at any time without advance notice.

**Local Number Portability.** If Customer is transferring an existing non-Venturecomm phone number to Venturecomm to use with the Voice Service (i.e., porting a number to Telephone and Long Distance Service), Customer authorizes Venturecomm to process its order for Telephone and Long Distance and to notify the existing voice provider of the Customer’s decision to switch its local, local toll, and long distance services to Venturecomm’s Voice Service and Customer represents that Customer is authorized to take this action. Not all telephone numbers are eligible for porting to voice service.

**Alarm and Other Device Compatibility.** Monitored fire alarm and burglar alarm systems and medical monitoring devices may not be compatible with the Voice Service.

If Customer has or purchases a monitored fire alarm or burglar alarm system or a medical

monitoring device that Customer intends to use with voice as the communications pathway, Customer agrees to contact its provider for those systems and devices to determine compatibility with the Voice Service and to arrange for the alarm or medical monitoring provider to test such systems and devices after installation of Voice Service. Customer also acknowledges and understands that even if such systems and devices are compatible with the Voice Service, they will not be able to communicate with monitoring stations during a power outage unless Customer maintains battery backup power for voice as described in this Agreement. After Venturecomm has installed the Voice Service, Customer shall call Venturecomm prior to installing any monitored burglar alarm or monitored fire alarm system. By accepting the Services, you use the Services at your own risk and waive any claim against Venturecomm for interference with or disruption of a monitored fire alarm or burglar alarm system, a medical monitoring device, or other such systems or devices due to the Service.

**Inside Wiring.** Venturecomm is not responsible for the operability or maintenance of any of the inside wiring, which is the wiring beyond the Venturecomm network interface device (NID) or the Venturecomm Optical Network Terminal (ONT) (“Venturecomm point of demarcation”), as applicable, except where Customer has purchased an inside wiring maintenance plan. Customer will pay for service calls and all applicable repair charges if Venturecomm responds to a request for service and determines that the problem is caused by the inside wiring.

**911 and Service Requirements.** Venturecomm’s 911 service is safe and reliable but different from traditional 911 depending on where you are located when making a call. Most of our customers have access to either basic 911 or Enhanced 911 (E911) service. With E911 service, when you dial 911, your Venturecomm telephone number and registered address are sent to the local emergency center serving your location, and emergency operators have access to this information in order to send help and call you back if necessary. With basic 911 or limited E911 service, when you dial 911, local emergency operators answering the call may not see your Venturecomm telephone number or your registered address because the emergency center may not be equipped to receive, capture, or retain your Venturecomm telephone number and registered address, so you must be prepared to give them this information. Without this information, the operator may not be able to call you back or dispatch help if the call is dropped or disconnected, or if you are unable to speak.

As additional local emergency centers become capable of receiving our customers’ information, we will automatically upgrade customers to basic 911 to E911 service. Certain customers do not have access to either basic 911 or E911. If you do not have access to basic 911 or E911, your 911 call will be sent to the Venturecomm national emergency call center. A trained agent at the emergency call center will ask for your name, telephone number, and location, and then transfer you to the local emergency center nearest to your location. Your 911 call will also be sent to the Venturecomm national emergency call center if there is a problem validating the registered address provided by you, you are located in an area that is not covered by the landline 911 network, or you use a Wi-Fi Venturecomm softphone or some other portable device. For each phone line, you must provide a registered address where you will be using our service at the time you subscribe. Additionally, if you move your device to another location, you must update your address. If you do not update your location, your 911 calls may be sent to an emergency center near your old address. For purposes of 911 dialing, you may register only one location at a time for each phone line.

ELECTRICAL POWER. THE END USER ACKNOWLEDGES THAT THE 911 SERVICES WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER WHEN SERVICE IS TERMINATED BY SIP, OR AN IAD (INTEGRATED ACCESS DEVICE.)

INTERNET ACCESS. END USER ACKNOWLEDGES THAT THE SERVICES WILL NOT FUNCTION IF THERE IS AN INTERRUPTION OF END USER'S BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE WHEN USED TO DELIVER SERVICE.

#### ADDITIONAL TERMS AND CONDITIONS

##### IP PBX Service

Service. The Service provided under this Agreement is IP Voice, which provides voice communications through IP packets that are carried over an IP network ("VoIP"). The Service includes direct-dialed calling and certain advanced features. Venturecomm reserves the right to offer, modify or discontinue features or advanced features, and may require charges for features at its discretion. The Service is not mobile or nomadic and will function only in the installed service location.

Venturecomm may furnish the Services through affiliated companies, underlying providers, and other third parties.

Account Holder. When you accept the Service, you become the main account holder for each telephone number assigned to the Service and all plans, features, and functionalities associated with each telephone number, whether those telephone numbers, plans, features, and functionalities are purchased initially or are added subsequently.

##### Disclosures and Restrictions

Call Restrictions. Venturecomm may establish general practices and limits concerning the use of the Service and may restrict calls to certain area codes (e.g., 900/976 calls). Venturecomm may log off accounts or disconnect sessions that are inactive for an extended period. Venturecomm may change its general practices and limits as described in this paragraph at any time without advance notice.

##### Power Limitations

Because VoIP is dependent on the IP network, the availability of an adequate power supply, and correct equipment configuration, Venturecomm does not guarantee that the Service will be continuous or error-free.

You acknowledge and understand that IP Voice Service requires electrical power to function and that you, therefore, must at all times maintain a working backup battery for the equipment.

##### Security

Venturecomm cannot guarantee that VoIP services are completely secure.

##### Internet Limits

You acknowledge that the Services will not function in the event of an Internet Protocol ("IP") network interruption.

##### 911 Limitations



You hereby acknowledge and agree to all of the information below regarding the limitations of 911 service over IP Voice Service and the distinctions between 911 service over IP Voice Service versus 911 service over traditional telephone service. You agree to advise all individuals who may place calls over IP Voice Service of the 911 limitations described below.

911 service over IP Voice Service is only available at your service address, while connected to properly powered equipment, and after telephone and long distance have been activated.

911 SERVICE OVER IP VOICE SERVICE WILL NOT FUNCTION IF YOUR EQUIPMENT FAILS, IS NOT CONFIGURED CORRECTLY, OR IF YOUR IP VOICE IS INTERRUPTED OR NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE (UNLESS YOU HAVE WORKING BACK-UP BATTERY POWER), NETWORK OUTAGE, OR DISCONNECTION OF YOUR SERVICE BECAUSE OF BILLING ISSUES. IF THERE IS A POWER OUTAGE, YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICES, INCLUDING USE FOR 911 CALLING. YOU ACKNOWLEDGE THAT Venturecomm STRONGLY RECOMMENDS YOU MAINTAIN AT ALL TIMES AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES, SUCH AS VIA TRADITIONAL TELEPHONE SERVICE.

#### No Service Level Warranties

Venturecomm makes no warranty that IP Voice Service for access to 911 will be uninterrupted, timely, secure, or error-free or that battery backup power will be sufficient to maintain the service throughout any power outages.

#### Use of Service

All use of the Services, whether or not authorized by you, shall be deemed your use. You are responsible for ensuring that all use of the Services complies with this Agreement.

#### Modification of Agreement

This Agreement may be updated or changed by us from time to time and posted on this website. If Venturecomm makes a change to the Agreement and that change has a material impact on the Services, we will provide you notice of that change by contact to your current mail or email address in our records. Customer shall periodically visit the aforementioned website to review any such changes. Your continued use of the Services following the sending of such notice by Venturecomm, or the expiration of 30 days following the posting of the change on the Venturecomm website, whichever occurs first, constitutes your acceptance of such changes.

#### Pricing Changes

Following the expiration of a Minimum Service Term commitment, or upon any payment default by you, Venturecomm may adjust the rates for Services to reflect any pricing increases made by Venturecomm for the applicable Services.

#### Payment

Any loss of Services caused by the action or inaction of the Customer, or by a defect or failure of Customer Equipment, will not suspend Customer's obligations to pay for the Services, and Customer shall remain liable for all applicable charges.

Credit Card and Credit Reporting Authorization. You may be asked to provide us with a valid email address and a credit card number from a card issuer that we accept in order to activate your Services. You hereby authorize Venturecomm to charge and/or place a hold on your credit card with respect to any unpaid charges related to the Services. You authorize the issuer of the credit card to pay any amounts described herein without requiring a signed receipt, and you agree that this Agreement is to be accepted as authorization to the issuer of the credit card to pay all such amounts. You authorize Venturecomm and any other company that bills for products or services or acts as a billing agent for Venturecomm to continue to attempt to charge and/or place holds on your credit card with respect to all sums that may be owed as described in this Agreement, or any portion thereof, until such amounts are paid in full.

You shall provide Venturecomm with updated credit card information upon Venturecomm's request, and any time the information you previously provided is no longer valid. You are solely responsible for maintaining and updating the credit card information. Without limiting the applicability of any other provision in this Agreement, you acknowledge and agree that neither Venturecomm nor any Venturecomm-affiliated company will have any liability whatsoever for any non-sufficient funds or other charges incurred by you because of such attempts to charge, and/or place holds on, your credit card. If you mistakenly provide a debit card number, instead of a credit card number, you authorize all charges described herein to be applied to such debit card unless and until you provide a valid and working credit card number. In the event you are enrolled, or later enroll, in an automatic payment or electronic funds transfer plan, you agree that Venturecomm may charge all sums owed as described in this Agreement, to the account number provided for such automatic payment or electronic funds transfer plan.

#### Disclosure of Data to credit reporting agencies

To the fullest extent permitted by applicable law, you authorize Venturecomm to disclose your account information, including your payment history and confidential information, to credit reporting agencies or private credit reporting associations, and periodically obtain and use your credit report and other credit information from credit reporting agencies, private credit reporting associations, and other sources in connection with Venturecomm's offering of the Services. If you fail to fulfill the terms of your obligations to Venturecomm, we may report your failure to credit reporting agencies as well as pursue other rights and remedies.

#### Password Security

Upon Venturecomm's acceptance of Customer's registration for certain Services, Venturecomm shall provide Customer with a username, password, and user identification number. Customer and members of Customer's organization are the only authorized users of the account and must comply with this Agreement. Customer must keep all passwords and identifications confidential so that no one else may access the Services through Customer's account. Customer must notify Venturecomm immediately upon discovering any unauthorized use of the account. Using a personal account for high volume or commercial use (e.g., revenue generation, advertising) is prohibited. Usernames and passwords are Venturecomm's property, and Venturecomm may alter or replace them at any time.

#### Privacy

The Services use the public Internet and third-party networks to transmit voice communications and data. Venturecomm is not liable for the interception, use, or disclosure of Customer's or its

User's voice communications or data. Venturecomm does not represent, warrant, or covenant that the Services will maintain the privacy or security of Customer's or its Users' voice communications or data. Venturecomm is entitled to monitor Customer's and Users' use of the Services to protect, maintain, or improve the Services; to prevent fraud or misrepresentation by affirmative acts and/or omissions; to protect Venturecomm, its customers, or other third parties affiliated with Venturecomm; or for any other good cause. If required by law, Customer will inform its Users that Venturecomm may monitor Users' communications and store and use the Users' personally identifiable information as necessary to provide the Services.

#### Miscellaneous

**Amendments.** No amendments or modifications to this Agreement shall be effective or binding against Venturecomm unless expressly agreed to in writing by its authorized representative.

**Severability.** In the event any of the provisions contained in this Agreement become invalid, illegal, or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they are invalid, illegal or unenforceable, and the remainder of this Agreement shall continue in full force and effect. Any invalid, illegal, or unenforceable provisions shall be reformed and modified so that they express the original intent of the parties as closely as reasonably practicable without being invalid, illegal, or unenforceable.

**Notices.** Unless otherwise specified in this Agreement, notices to you may be made by email, posted online at (<https://venturecomm.net/>), bill insert, regular mail, or a call to your billed telephone number. It is your responsibility to check for such notices.