

## ACCEPTABLE USE POLICY

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF SERVICE:

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

This agreement is by and between Venture Communication Cooperative, D/B/A venturecomm.net (Venture Communications or the Company), duly authorized and existing under the laws of the State of South Dakota, with its office at PO Box 157, 218 Commercial Avenue, SE, Highmore, SD 57345, and the user of certain electronic communication services and related items provided by Venture Communications (the Customer), for the provision by Venture Communications or its subcontractors of such services (the Service).

1. **Service Warranties:** With respect to the Service provided, Venture Communications makes no warranties of any kind, expressed or implied, including any implied warranties of merchantability or implied warranty of fitness of this service for a particular purpose. Venture Communications takes no responsibility for any damages suffered by the Customer, including but not limited to, loss of data from delays, non-deliveries, miss-deliveries, or service interruptions caused by Venture Comm's own negligence or the Customer's errors or omissions.

The Customer agrees to indemnify and hold harmless Venture Communications, its subsidiaries, affiliates, officers, and employees, for any loss, liability, claim, damage, and expenses (including reasonable attorneys' fees) arising from or in connection with Venture Comm's technical service, Internet service, the contents of the Customer's personal home page, use of the Customer's e-mail account or any other Internet service provided by Venture Communications.

Venture Communications makes no warranty, express or implied, that the Service will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor does Venture Communications make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that the Company will correct any defects in the software. Venture Communications will also not be responsible for any losses due to interruptions to the Internet service. This Service is provided on an "As Is" and "As Available" Basis.

2. **Acceptable Use:** This Service may only be used for lawful purposes. Materials and/or transmissions in violation of any local, state, or federal regulations are prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secrets.

The Customer shall not resell or redistribute the Service to any third party via any means, including but not limited to wireless technologies.

The Service is designed for personal use, and the Customer shall not use the Service for commercial purposes. The Customer may not resell or otherwise charge others to use the residential Service. The Customer shall not use the Service for operation as an Internet service provider, or for any other business enterprise, including, without limitation, IP address translation or similar facilities intended to provide additional access.

The Customer may not operate, or allow others to operate, servers of any type, or any other device, equipment, or software providing server-like functionality in connection with the Service, unless expressly authorized by Venture Communications.

Any misuse of the Service that occurs through the Customer's account is the Customer's responsibility. The Customer must, therefore, take steps to ensure that others do not gain unauthorized access or misuse the Service.

The Customer is solely responsible for the security of any device connected to the Service, including any data stored on that device. Venture Communications recommends that its users take appropriate security precautions for any systems connected to the Service. The Customer is responsible for securing any wireless (WiFi) networks connected to the Service. Any wireless network installed by the Customer or a Venture Communications representative that is unsecured or "open" and connected to the Venture Communications network will be deemed to be operating as an ISP, is in violation of this Acceptable Use Policy, and is strictly prohibited.

3. Use of information: Use of any information obtained via this service is at the Customer's risk. Venture Communications specifically denies any responsibility for the accuracy or quality of information obtained through its services.

4. Inappropriate Usage: Venture Communications or other relevant authorities may determine inappropriate usage of this account and may revoke authorization to use the Service.

Inappropriate activity may include but is not limited to:

- Security violation, defined as unauthorized access of this or any other system using your Venture Communications account, whether proven or strongly suspected.
- Giving your password to someone else.
- Harassment of others in the Internet community by email, newsgroups, IRC, or any other medium using your Venture Communications account.
- "Spamming," defined as unsolicited information or advertisement via newsgroups or email, or propagation of such material, using your Venture Communications account.
- IRC bots, floods, or DCC (sending or receiving files over IRC) using any Venture Communications server. Any user account found to be the cause of the "smart.net" domain being banned from any IRC channel or host will be terminated.
- Distribution or storage of illegal or pirated software with/from your Venture Communications account.

5. Change of Status: Venture Communications will occasionally require new registration and account information from the Customer to continue this service. In addition, the Customer shall notify Venture Communications in writing of any changes in the account information.

a. A customer's account will be either Residential or Business based on their phone billing.

b. A residential customer's home page that is determined to be business in nature shall be deemed a business account.

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

7. Billing and Minimum Terms: The first payment will include the activation fee, which is non-refundable. The first payment may also include network connection costs, service fees, local access, and monthly lease costs appropriate to the selected service. These fees are non-refundable. The monthly service fees are independent of the amount of traffic or systems access by users at the Customer's location. Billing will be invoiced by a monthly statement.

8. Security: Venture Communications makes no warranties, expressed or implied, concerning the security of the Customer's data, computer systems, or network. Use of Venture Communications Internet's Fiber Service provides a constant connection to the Internet, which may be accessible to other computers connected to the Internet. The Customer is responsible for security connections regarding his/her computer(s) or network.

9. Hosting: Venture Communications Internet's Fiber Service is not intended or designed to host private or public Internet sites. This activity may result in immediate suspension of the user's account and Fiber service.

10. Internet Equipment: Venture Communications will provide the Customer with equipment to enable the Customer to receive Fiber Broadband Service. This equipment remains the property of Venture Communications. If the Customer terminates Fiber service, the Customer is responsible for returning the equipment to Venture Communications in working condition. The Customer is liable for damages or loss of any equipment.

11. Bandwidth: Actual data transfer or throughput may be lower than the minimum connection speed due to Internet congestion, server speeds, protocol overheads, and other factors that cannot be controlled by Venture Communications.

12. System Administrator: The system administrator has the absolute right to suspend any login at any time without cause or notice if but not limited to:

- A local user or other Internet Service Provider Webmaster or System Administrator complains of extreme abusive behavior by the login user.
- The System Administrator judges the login user's actions to be a threat of immediate harm to any computing facility.
- The login user violates or appears to be in violation of any provision of the Venture Communications Internet Service Agreement or this Acceptable Use Policy.

13. Venture Communications reserves the right to evaluate the bandwidth or hardware utilization of individual accounts on an individual basis. Excessive bandwidth or hardware utilization that affects the ability of Venture Communications to provide service will result in the account being re-evaluated and may, at the discretion of Venture Communications, require the user to upgrade the account service agreement or to notify the activity creating the excessive use.

14. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted.

15. Use of Venture Communications services constitutes acceptance of these Terms and Conditions.

The Customer who registered the account is solely responsible for all access and actions taken with regard to the account. The account owner is responsible for safeguarding the account password and ensuring the Venture Communications Internet's Service Agreement and Acceptable Use Policies are honored.