Board Policy 117

Valley Internet Terms and Conditions

Valley provides its subscribers with access to the Internet only on the terms and conditions set forth herein. Signing on to our service constitutes acceptance of such terms and conditions.

1. Valley agrees to provide its Internet Access Service (the "Service") to the applicant ("Customer") for Customer's private use.
2. Customers expressly agrees that use of the service is at customer's sole risk. Neither Valley nor any of its parent companies, licensers, employees, or agents warrant that that service will be uninterrupted or error free and no warranty is made as to the results to be obtained from use of the service. The service is distributed on an "as is" basis without warranties of any kind, either express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction, or modification under the laws applicable to this agreement. Neither Vally nor anyone else involved in creating, producing, or delivering the service shall be liable for any direct, indirect, incidental, special, or consequential damages arising out of use of the service or inability to use the service or out of any breach of warranty.
3. Customers acknowledge and agree that there are limited technical means available to provide privacy and security on the Internet. Valley will not intentionally disclose the contents of private files to third parties without the Customer's written permission or a court order or subpoena. However, Valley reserves the right to inspect electronic mail if necessary to debug electronic mail software or to reroute electronic mail that has been misaddressed or misrouted. System administration tasks may also expose the contents of Customer's files to Valley personnel. For its part, Customer recognizes that there are unscrupulous people who know how to circumvent system security. Accordingly, Customer agrees to guard its password carefully, move private and important files to its own system if possible, and will not send by electronic mail or keep online anything that it does not want to read.
4. Valley will cooperate with law enforcement officials and with other system administrators in the legitimate investigation of suspicious activity. Intentional violations of privacy of other users by Customer, whether on the Valley system or at another site, will be grounds for immediate termination of Customer's Service and may make Customer subject to civil or criminal penalties.
5. Valley reserves the right to immediately terminate service of any customer who jeopardizes the efficiency of the system by sending unsolicited commercial e-mail or posting commercial messages to inappropriate newsgroups.
6. Customer acknowledges that by its nature, use of the Internet means that certain information about Customer and its activities will be visible to other users through well known system commands. Accordingly, such information will be treated as

public information. This includes the Customer's name, the fact that Customer has an account, when and for how long Customer is logged in, and the commands Customer runs.

7. Valley by providing the Service does not, in any way, control or edit the content of any material placed on the Internet by its subscribers or any third parties, nor does it in any way control, limit or edit the material or its content which Customer may access or become exposed to on the Internet. Customer is solely responsible for any information which it places on the Internet, which it accesses on the Internet or which it uses through the Service; in particular, Customer is solely responsible for the legality of any such information or the access or use thereof. Some information accessible on the Internet may be offensive either because of its content (including sexually explicit material), or the language used in expressing ideas. The customer is solely responsible for choosing to read or view any material it accesses on the Internet. Valley expressly disclaims any and all liability from all claims for damages arising out of, or claimed to arise out of, encountering any such material.
8. The Service may only be used for lawful purposes. Some material available on the Internet may be copyrighted or constitute a trade secret, and some material may have been placed on the Internet in violation of U.S. or other copyright laws. The customer is solely responsible for determining the legal status of any intellectual property it uses or duplicates using the Service. Traffic in access codes, credit card numbers or similar information is unlawful. Any use by Customer of the Service for unlawful purposes will constitute grounds for Valley Communications to discontinue Customer's Service.
9. All use of the Service must conform to the restrictions associated with Customer's account and as set forth herein. Valley reserves the right to terminate the Service if the Customer violates such restrictions.
10. The sharing of passwords or accounts is strictly prohibited, and violators are subject to the cancellation of such Customer's Service without prior notice. The resale of the Service or any other associated services by any and all means is restricted unless approved in advance in writing by Valley.
11. A customer's usage billing period begins on the 1st of each month and ends on the last day of the month. Valley will furnish a bill to Customer on a monthly basis. Bills will be sent to the customer by the first of the month with payment due by the 20th of the month at 5:00 PM at which time an accounting fee of $10.00 will be imposed. All accounts not paid in full by the 20th of the month following the billing will be subject to disconnection. All Valley Service accounts, whether for individual or business customers, are single user/station accounts. Sharing the account with people other than family members residing in an individual Customer's household, whether for compensation or otherwise, is strictly prohibited.
12. The customer is responsible for all actions it takes or causes to be taken in connection with its use of the Service. As a condition of the Service, Customer agrees to indemnify and hold harmless Valley and their respective officers, board members, employees, agents, and member owners from any claim or cause of action by Customer or any third party for any damages arising out of, or claimed

to arise out of, Customer's use of its account, or the use of such account by any person whatsoever, to access the Internet or any information thereon.

13. Valleys' return check charge (NSF) is $30.00.
14. Customer may cancel its Service at any time unless Customer established service under a promotional contract. If Customer chooses to cancel Service, and is under contract, Customer will be billed for a termination fee per the terms of the contract. Customer will be responsible for paying the cost of the Service incurred on a prorated basis. Valley may terminate the Service at any time upon any violation by Customer of any of the terms and conditions contained herein. Otherwise, Valley may terminate the Service upon 30 days prior written notice to the Customer.
15. Valley reserves the right to change the rates and otherwise modify the terms and conditions of this Agreement by notifying Customer 10 days in advance of the effective date of such proposed changes. If Customer does not request its Service to be terminated, it will be conclusively presumed that Customer consents to the new terms conditions, and rates as so notified.
16. The Internet may contain viruses which, if not eliminated, may destroy parts or all of the data contained in your computer. Valley has no control over the existence or elimination of any such viruses. Specifically, Valley provides limited filtering or checking of data to eliminate viruses. The customer agrees to provide its own mechanism for checking its computer system for viruses obtained through the Service. Further, the Customer agrees not to introduce, knowingly or unknowingly, any virus onto the Internet system or Valleys' hosts. Further Customer will hold Valley harmless from, and indemnify Valley for, any damage resulting from any viruses introduced by Customer onto the Internet or into Valley systems.
17. The terms and conditions contained herein supersede all previous representations, understandings or agreements and shall supersede any other terms and conditions of any order submitted or prior price quoted.
18. This agreement is made under and shall be governed by and construed in accordance with the laws of the State of South Dakota applicable to agreements made and performed in South Dakota. Any cause of action of Customer or its designated users with respect to the Service must be instituted within one year after the claim or cause of action has arisen or it will be barred.

Adopted: March 25, 1999
Revised: April 19, 2006
Revised: June 28, 2011