

**SIOUX VALLEY WIRELESS**  
**TERMS AND CONDITIONS OF SERVICE**  
**SIOUX VALLEY WiMAX SERVICE**

Welcome to Sioux Valley WiMAX service and thank you for allowing us to provide you with wireless broadband internet service.

Before you begin using our Service, we urge you to carefully read this service agreement. The intention of the following information is to provide you with information necessary to activating and understanding your services. By activating, accessing, or using the Service, you agree to be bound by the terms and conditions set forth in our service Agreement. If you do not agree to be bound by the terms and conditions of this Agreement, you may not use the Service or any Sioux Valley Wireless equipment.

We may modify our service Agreement at any time without notifying you. All modifications will be posted on our website at [www.svwimax.com](http://www.svwimax.com). Your continued access or use of the Service shall be deemed to be conclusive acceptance of the modified Agreement.

**Billing:**

Sioux Valley Wireless will bill you up to thirty (30) days in advance of the first day of the month for which the charges relate, and thereafter for all recurring monthly charges thereafter. Billing shall commence upon receipt of our equipment. If you request or require Sioux Valley Wireless to install the equipment, billing shall commence upon the successful completion of the professional installation.

**Delinquent Accounts:**

Delinquent accounts are subject to immediate suspension or termination of the Service at the sole discretion of Sioux Valley Wireless. In the event of such suspension or termination, all fees and charges will become immediately due and owing together with any collection costs and/or fees incurred by Sioux Valley Wireless. In addition, you agree to pay a late fee equal to 1.5% or \$5.00 per month, whichever is greater, on any past due balances until paid.

**Credit Check:**

You hereby authorize Sioux Valley Wireless to obtain your credit information from consumer agencies and to make other similar inquiries and to receive information about your credit experience, enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes in compliance with applicable law. Upon receipt of adverse credit information about you at any time, Sioux Valley Wireless reserves the right to suspend or terminate your Service or require a deposit for Service, at our sole discretion.

**Price Changes:**

We may change the prices and charges for Services from time to time. Notifications will be provided 30 days in advance of change.

**Sioux Valley Wireless Installation Fee:**

If you request or require Sioux Valley Wireless to install the equipment, you must pay an Installation Charge in the amount specified by Sioux Valley Wireless at the time of your request for installation.

**Termination:**

You may terminate your Service for any reason at any time by providing Sioux Valley Wireless with verbal or written notice of termination. We may terminate your Service at any time without prior notice if you fail to comply in full with any term of this Agreement, or for any other reason upon thirty (30) days notice to you.

**Your Obligations Upon Termination:**

1. You will immediately cease using the Service and the Sioux Valley Wireless Equipment.
2. You will pay in full for your use of the Service and the equipment up to the later of the effective date of termination of this Agreement or the date on which the Service is disconnected and the equipment has been returned to Sioux Valley Wireless. Partial months shall be paid on a pro-rated basis;
3. You shall return all Sioux Valley Wireless equipment to Sioux Valley Wireless within 14 days after termination of your Service. If your Sioux Valley Wireless equipment was installed by us, and our assistance is required for removal and uninstallation, then you will permit us, and our employees, agents, and representatives, to access your Premises during normal business hours to remove the Sioux Valley Wireless equipment. If any Sioux Valley Wireless equipment is not returned in good working condition, you agree that Sioux Valley Wireless may bill you for such Sioux Valley Wireless equipment.

**Required Equipment:**

You understand that in order to utilize the Service you must provide certain equipment, including but not limited to, a personal computer, an Ethernet or other networking devices, if required, and an appropriate operating system. In addition, certain other equipment will be installed and/or provided by Sioux Valley Wireless or our designee, including but not limited to, software, hardware, and external wiring owned by Sioux Valley Wireless. Sioux Valley Wireless reserves the right to provide the Service only to the extent that you use equipment that meets our specifications and requirements.

**Professional Installation:**

If you have requested Sioux Valley Wireless to install, remove or service any of our equipment at your Premises, you hereby authorize Sioux Valley Wireless and its legal representatives to enter your Premises in order to install, remove, or service the

equipment. All such access will occur during normal business hours. You represent and warrant that you are the owner of, or a tenant in, the Premises, and that you have the authority to enter into this Agreement. You agree to indemnify, defend, and hold harmless Sioux Valley Wireless and its employees, agents, and representatives against all claims and expenses arising out of any breach of this section.

**Equipment:**

Sioux Valley Wireless equipment will at all times remain the property of Sioux Valley Wireless, its designee or supplier. We may periodically replace, upgrade, or otherwise modify any Sioux Valley Wireless equipment. Sioux Valley Wireless will repair or replace any properly maintained equipment that fails to operate as required for the delivery of Service. Repair or replacement of the Sioux Valley Wireless equipment is Sioux Valley Energy's only responsibility, and your exclusive remedy, regarding the Sioux Valley equipment. You may not modify any Sioux Valley Wireless equipment in any way. In the event of any damage to the Sioux Valley Wireless equipment not resulting from ordinary wear and tear, Sioux Valley Wireless reserves the right to charge you for the actual cost of repair of the equipment or charge you for the replacement value. You shall be solely responsible for the cost incurred by Sioux Valley Wireless to replace any lost, stolen, unreturned, damaged, sold or otherwise encumbered Sioux Valley Wireless equipment or part thereof, together with any incidental costs incurred by us relating to the replacement of the Sioux Valley Wireless equipment.

**Limited Warranty:**

THE SIOUX VALLEY WIRELESS EQUIPMENT AND THE SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EITHER EXPRESS OR IMPLIED. YOU ACKNOWLEDGE THAT FROM TIME TO TIME THE SERVICE MAY BE INTERRUPTED OR UNAVAILABLE AND COULD RESULT IN THE LOSS OF SOME OR ALL OF YOUR DATA. YOU ARE SOLELY RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND SAFE GUARDS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR THE SECURITY AND ACCURACY OF YOUR DATA, AND FOR MAINTAINING A MEANS OF INDEPENDENT OF THE SERVICE FOR THE RECOVERY OF ANY LOST DATA OR FILES.

**Internet Acceptable Use:**

**E-mail:**

*Spamming:*

Unsolicited commercial e-mail is defined as any commercial e-mail message or multiple messages sent to one or more recipients that is not specifically requested by the recipient(s). Sending unsolicited commercial e-mail is prohibited by the Acceptable Use Policy. This includes posting to multiple newsgroups if any of the newsgroups to which you are posting pertain to subjects not directly related to the main topic of the posting. Operation of a mail server that allows unsolicited e-mail messages to pass through it (an open relay) is also prohibited on our networks.

*Impersonation:*

Attempting to impersonate any person, including false IP addresses, domains, or other false information, is prohibited.

*Chain Letters:*

Chain letters are considered unsolicited e-mail and are restricted as such listed above under *Spamming*.

*Mailbombs:*

Mailbombing is defined as either e-mailing copies of a single message to many account holders, sending large or multiple files, or files that contain harmful programs, applets, or executable files, etc., generally with malicious intent. Sending, propagating, or replying to mail mailbombs is prohibited on our networks.

*Complaints:*

Sioux Valley Wireless reserves the right to investigate complaints regarding e-mail.

**Website Hosting:**

*Content:*

While the content is the sole responsibility of the customer; the customer is prohibited from directly or indirectly facilitating the transmission of any material that can be construed as abusive, obscene, profane, sexually explicit, threatening, or offensive. Also, it is the customer's responsibility to comply with all laws that may be related to the customer's website. The customer may not resell, sublease or otherwise grant rights under this agreement to any other person without first obtaining written permission from Sioux Valley Wireless.

**General Usage:**

*Privacy:*

The services provided by Sioux Valley Wireless may only be used for lawful purposes. Materials received and/or transmissions made in violation of any local, state or Federal regulation(s) are prohibited. This prohibition includes but is not limited to the illegal use of copyrighted material, material legally judged to be threatening or obscene or material protected by trade secret. Sioux Valley Wireless does not normally monitor the activity of any specific account, but reserves the right to monitor an account's activity if requested to by legal authorities. Sioux Valley Wireless will cooperate with investigative inquiries posed by legal authorities. Sioux Valley Wireless reserves the right to examine system logs, accounting records, and other customer information to resolve system problems. Sioux Valley Wireless also reserves the right to access an account's e-mailbox to resolve problems with the mail system.

### *Hacking, Cracking, and Viruses:*

Customers are prohibited from using Sioux Valley Wireless services to facilitate the use of hacking, cracking, and/or virus software to compromise or facilitate the compromising of the security or integrity of any company, data, program, code, resources, accounts, website, server, or equipment. This includes, but is not limited to, the use of password guessing programs, cracking tools, or network probing tools.

### *Resale:*

Customer shall not resell or otherwise generate income by providing access to the Service to any other User. If customer permits users to access the Services, customer shall defend, indemnify, and hold harmless Sioux Valley Wireless from and against all liabilities and costs (including reasonable attorneys' fees) arising from any and all claims by any such users in connection with the Services, regardless of the form of action, whether in contract, tort (including Sioux Valley Wireless's active or passive negligence), warranty, or strict liability. However, customer shall have no obligation to indemnify and defend Sioux Valley Wireless against claims for direct damages to real or tangible personal property, or for bodily injury or death, proximately caused by Sioux Valley Wireless's negligence.

This document is a general overview of the Sioux Valley Wireless Acceptable Use Policy. This document is subject to change and addendum as seen fit by Sioux Valley Wireless staff. This document is intended to be a general guide to users and does not specifically cover all prohibited activities, but more generalizes a few areas of activities deemed inappropriate. Common sense and good judgment are always the best tools for recognizing further activities that are inappropriate or prohibited. If a customer violates the guidelines mentioned in this policy or participates in other malicious or illegal activities online, the client's account will be suspended or closed immediately and may incur reconnection charges if the account is reactivated.

### **Acceptance of Agreement:**

You acknowledge that you have read and understood, and agree to, each of the provisions of the Agreement, and you accept to become bound by the terms of the Agreement. The Agreement applies to you and to anyone who uses the Service.

Date Last Modified: June 5, 2008