

Black Hills Wireless, LLC

Hill City South Dakota

Terms Of Service

Terms of Service Agreement:

Black Hills Wireless, LLC

Black Wireless, LLC Internet Services Agreement

1.1 The Internet Services provided by Black Hills Wireless, LLC, hereinafter referred to as "Black Hills Wireless, LLC", consist of computer on-line, interactive information, communications and transaction services. Black Hills Wireless, LLC are available to authorized users (hereinafter referred to as "Account Holder") through either dedicated lines, or other access through a personal computer, or computers, or through other access devices, using Software (e.g. the software used to connect to the Black Hills Wireless, LLC) and a communications connection (e.g., modem, telephone line, wireless). This agreement is hereinafter referred to as the "Terms of Services" or "TOS".

1.2 BY COMPLETING THE ACCOUNT SIGN UP PROCESS AND/OR USING THE BLACK HILLS WIRELESS, LLC SERVICES, ACCOUNT HOLDER AGREES TO BE LEGALLY BOUND TO AND ABIDE BY THE TERMS OF SERVICES, JUST AS IF ACCOUNT HOLDER HAD SIGNED THIS AGREEMENT.

1.3 Black Hills Wireless, LLC may modify its TOS at any time and in any manner. Any modification is effective immediately upon either a posting on the Black Hills Wireless, LLC web site, electronic mail, or conventional mail. If any modification to the TOS is unacceptable to Account Holder, Account Holder may immediately terminate service. ACCOUNT HOLDER'S CONTINUED USE OF THE BLACK HILLS WIRELESS, LLC SERVICES FOLLOWING MODIFICATION TO THE TOS SHALL BE CONCLUSIVELY DEEMED AS ACCEPTANCE OF SUCH MODIFICATION.

1.4 The Terms of Services Agreement and the Black Hills Wireless, LLC Service Account Setup Application together constitute the entire agreement between Black Hills

Wireless, LLC and Account Holder with respect to the Black Hills Wireless, LLC, except and unless the parties have entered into a separate written agreement signed by Black Hills Wireless, LLC and Account Holder. Black Hills Wireless, LLC may discontinue or alter any aspect of the Black Hills Wireless, LLC services at its sole discretion and without prior notice or liability. Black Hills Wireless, LLC reserves the right to change or add any fees or surcharges at any time effective upon thirty (30) days' prior notice.

1.5 ACCOUNT HOLDER CERTIFIES TO BLACK HILLS WIRELESS, LCC THAT THE ACCOUNT HOLDER, IF AN INDIVIDUAL, IS AT LEAST EIGHTEEN (18) YEARS OF AGE. IF NOT AN INDIVIDUAL, THE ACCOUNT HOLDER CERTIFIES THAT ALL USERS OF THE ACCOUNT SHALL BE OVER THE AGE OF EIGHTEEN (18). A minor's parent or legal guardian may authorize a minor's use of Account Holder's account under adult supervision, however, the Account Holder agrees to assume any and all liabilities resulting from minor's use.

1.6 Each Account Holder is responsible for all activities and charges resulting from use of Account Holder's Account(s) by any person, and for ensuring full compliance with the TOS by all users of Account Holder's Account(s). Black Hills Wireless, LLC Account(s) may not be transferred without prior written approval from Black Hills Wireless, LLC.

1.7 Account Holder is responsible for maintaining the confidentiality of Account Holder's password(s) and is liable for any harm resulting from disclosing or allowing disclosure of any password. In the event of a breach of security, Account Holder will remain liable for any unauthorized use of the Black Hills Wireless, LLC service until Account Holder notifies Black Hills Wireless, LLC by calling 1-605-574-2699 OR 1-605-574-4222

1.8 Black Hills Wireless, LLC may cancel accounts at any time after providing notice to Account Holder(s). Account Holder(s) may cancel their account by providing 30 days notice to Black Hills Wireless, LLC, or by providing 60 days notice to Black Hills Wireless, LLC if Account Holder uses a dedicated connection.

1.9 It is the Account Holder's responsibility to notify Black Hills Wireless, LLC of cancellation of service either verbally or by written notice. Black Hills Wireless, LLC will then prorate the Account Holder's final bill based upon the date of the cancellation notice. Account Holder is responsible for all monies owed prior to the date of cancellation.

2.0 Account Holder agrees to use the Black Hills Wireless, LLC Service only for lawful purposes. Account Holder is prohibited from posting to or transmitted through the Black Hills Wireless, LLC Service unsolicited bulk email (otherwise known as spamming), or any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including, but not limited to, any material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Account Holder agrees to indemnify and hold harmless Black Hills Wireless, LLC for, from and against any and all

claims, actions and all other expenses and liabilities incurred by Black Hills Wireless, LLC arising out of any violation by Account Holder of the terms of this TOS.

2.1 Account Holder acknowledges that the Black Hills Wireless, LLC Service contains information, software, photos, video, graphics, music, sounds or other material (collectively, "Content") that are protected by copyrights, trademarks, trade secrets or other proprietary rights and that these rights are valid and protected in all forms. Account Holder may not modify, publish, transmit, participate in the transfer or sale, creation of derivative works, or in any way exploit, any of the Content, in whole or in part.

2.2 Failure to comply fully with the provisions of this Service Agreement or the Black Hills Wireless, LLC Account Setup Application may result in immediate suspension or termination of Account Holder's right to use the Black Hills Wireless, LLC Services. In the event of suit, action, or arbitration to enforce any of the terms of this TOS or the Account Setup Agreement, the prevailing party or parties shall be awarded such sum as the Court or arbitrator may adjudge reasonable as attorney fees in such suit, action, or arbitration and in any appeal there from.

2.3 IN NO EVENT WILL BLACK HILLS WIRELESS, LLC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF CUSTOMERS OR CLIENTS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) ARISING OUT OF: (1) THE USE OF OR INABILITY TO USE THE SERVICE, OR ANY INFORMATION, OR TRANSACTIONS PROVIDED ON THIS SERVICE OR DOWNLOADED FROM THIS SERVICE; OR (2) ANY FLOOD, FIRE, OR ACT OF GOD OR OTHER FORCE OF NATURE.

Revised 05/19/2009