

## **Internet Terms & Conditions**

The acceptance of these Terms and Conditions establishes an Agreement, commencing and effective upon the date of acceptance, between the internet subscriber/user (hereinafter "CUSTOMER") and BLACK HILLS BROADBAND, LLC (hereinafter "BLACK HILLS BROADBAND"), and sets forth the terms and conditions wherein BLACK HILLS BROADBAND provides Wireless Internet Service (hereinafter "INTERNET") to CUSTOMER'S site (hereinafter BUILDING) located at the address provided to BLACK HILLS BROADBAND during the signup process (Hereinafter "PROPERTY").

### **1. SERVICE:**

BLACK HILLS BROADBAND shall provide to CUSTOMER, INTERNET consisting of: 1) one wireless transceiver, 2) mounted upon the BUILDING and 3) other appurtenant facilities along with 4) wall penetration and 5) ethernet connection equipment inside the BUILDING (hereinafter collectively "EQUIPMENT",). Said EQUIPMENT shall provide download and upload capacity specifically for high-speed internet service with speeds depending on service selected and available.

a). All EQUIPMENT is owned, managed and maintained by BLACK HILLS BROADBAND and any damage to any EQUIPMENT caused by CUSTOMER shall immediately be reported to BLACK HILLS BROADBAND. Any repairs, replacement or modification to the EQUIPMENT shall be made by BLACK HILLS BROADBAND and any costs incurred for materials and/or labor shall be immediately paid by CUSTOMER. Failure of CUSTOMER to pay for said work completed by BLACK HILLS BROADBAND shall result in immediate discontinuation of INTERNET.

b). CUSTOMER acknowledges and agrees that CUSTOMER is solely responsible for the content and all other aspects of the information accessed through the INTERNET provided by BLACK HILLS BROADBAND.

## **2. TERMS AND PAYMENTS:**

INTERNET shall be provided to CUSTOMER on a month-to-month basis and EQUIPMENT shall be installed on the PROPERTY on or before 30 days past the effective date of this Agreement in conformance with the provisions of Section 3, below. The SERVICE is exclusively for the use designated in the plan (either Residential or Business/Commercial) and is paid at a monthly rate, due on the billing date for the account, which is generally the day of the month that the SERVICE was installed, paid by automatic withdrawal from a checking, debit or credit card account. Special accounts such as bank checks, cash payments or other forms of payments may require modification of terms and/or rate and will be determined on a case-by case basis. Notification of changes to the monthly rate shall be given to CUSTOMER no later than 60 days in advance of the rate change. Additional equipment, capacity or INTERNET cables may be provided at additional cost, depending on availability.

a). INTERNET may be discontinued without notice if payments are not received as described above. Reinstatement of INTERNET following discontinuation for non-payment shall require a \$100 reinstatement fee for Residential CUSTOMERS and a \$150 reinstatement fee for Business/ Commercial CUSTOMERS.

b). CUSTOMER may terminate INTERNET at any time and for any reason by giving notice to BLACK HILLS BROADBAND. Regardless of the date of notification of termination, the effective date of termination will occur on the last day of that month's billing cycle. No pro-rations, partial payments or credits will be applied. If CUSTOMER moves away from the premises and fails to notify BLACK HILLS BROADBAND in a timely manner of the need to cancel service, such that BLACK HILLS BROADBAND is unable to retrieve EQUIPMENT because CUSTOMER no longer has access to the BUILDING, CUSTOMER will be charged the full replacement value of EQUIPMENT.

c). CUSTOMER agrees to be bound by the Acceptable Use Policy as found on BLACK HILLS BROADBAND's website. BLACK HILLS BROADBAND reserves the sole discretion to deny or restrict your INTERNET service or immediately suspend or terminate your INTERNET Service, if the use of your INTERNET Service by you or anyone using it, in our sole discretion, violates the Agreement, is unlawful, or interferes with the functioning and/or use of the INTERNET.

The following are non-limiting examples of conduct that may lead to termination of your Service.

(a) Access without permission the accounts or computer systems of others, to spoof the URL, DNS or IP addresses of BLACK HILLS BROADBAND or any other entity, or to penetrate the security measures of BLACK HILLS BROADBAND or any other person's computer system, or to attempt any of the foregoing; (b) transmit uninvited communications, data or information, or engage in other similar activities, including without limitation, "spamming", "flaming" or denial of service attacks; (c) introduce viruses, worms, harmful code or Trojan horses on the Internet.

d). BLACK HILLS BROADBAND further reserves the right to cancel, restrict, suspend, or terminate an INTERNET subscription at BLACK HILLS BROADBAND's sole discretion for any reason with or without cause by giving CUSTOMER 30 days notice to the email address used during CUSTOMER signup.

### **3. INSTALLATION AND HOOKUP:**

Installation of INTERNET shall be scheduled upon execution of this Agreement, setup of automatic payment procedure and pre-payment of Installation Fee in the amount of \$50 for Residential CUSTOMERS and \$100 for Business/Commercial CUSTOMERS. Following the installation payment and scheduling, BLACK HILLS BROADBAND may send a site surveyor prior to the scheduled installation date to verify that INTERNET is available at the BUILDING. If for any reason it is determined that INTERNET is not available at the BUILDING the installation fee will be immediately refunded and the CUSTOMER will be notified. The First Month's Payment shall be collected at the time of the installation. CUSTOMER must be present during Installation and CUSTOMER hereby grants access to BLACK HILLS BROADBAND personnel to install INTERNET facilities on and around BUILDING. At the time Installation is completed, a representative from BLACK HILLS BROADBAND shall inform CUSTOMER of INTERNET use procedures.

a). Hookup of CUSTOMER equipment such as wiring, extra routers, audio/visual components, or other Internet accessories will not be installed by BLACK HILLS BROADBAND and are CUSTOMER'S responsibility.

#### **4. WARRANTIES AND LIMITATION OF LIABILITY:**

CUSTOMER acknowledges and agrees that the INTERNET provided herein is provided on an "As-is" or "As-available" basis. BLACK HILLS BROADBAND does not warrant that any service or equipment provided will perform at a particular speed or capacity, or will be continuously available at all times. BLACK HILLS BROADBAND shall endeavor to maintain and manage the INTERNET provided, but shall not be responsible for interruption of service due to circumstances beyond its reasonable control, including but not limited to acts of Federal, State or Municipal governmental bodies, war, insurrection, sabotage, embargo, fire, flood, weather, strike or other labor disturbance, interruption or delay of third party service providers or upstream providers, or interruption of power or other equipment needed for provision of INTERNET.

CUSTOMER warrants to BLACK HILLS BROADBAND that CUSTOMER has the authority to grant permission to BLACK HILLS BROADBAND to install EQUIPMENT on the BUILDING at the address provided during the signup process. CUSTOMER indemnifies BLACK HILLS BROADBAND from any third party claim arising from the installation, placement, repair, maintenance, or removal of the EQUIPMENT on the BUILDING.

#### **5. GOVERNING LAW:**

The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.

#### **6. WEBSITE CLICKWRAP AND ONLINE SIGNATURES:**

This Agreement may be executed via online clickwrap or online signatures. The CUSTOMER acknowledges that upon clicking online, indicating that he agrees to these terms and conditions, this contract becomes binding upon the CUSTOMER without any further signature.

#### **7. NOTICES:**

All notices or other communications hereunder shall be deemed to have been fully given when made in writing and delivered by facsimile, email, or United States mail, and addressed as follows:

Black Hills Broadband LLC  
3213 W Main, Suite #238  
Rapid City, SD 57702

Email: [info@blackhillsbroadband.com](mailto:info@blackhillsbroadband.com)

#### **8. SEVERABILITY:**

If any term or condition of these Terms and Conditions shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such a provision; to the extent this Agreement is then capable of execution within the original intent of the parties.

CUSTOMER: Contact information provided during Signup Process.

BLACK HILLS BROADBAND: [info@blackhillsbroadband.com](mailto:info@blackhillsbroadband.com)