

Beresford Municipal Telephone

Internet Service Terms of Agreement

- 1. Service Warranties:** With respect to the Service provided, BMTC makes no warranties of any kind, expressed or implied, including any implied warranty or merchantability or fitness of this service for particular purpose. BMTC takes no responsibility for any damages suffered by the customer, including but not limited to, loss of data from delays, non-deliveries, or service interruptions caused by BMTC's own negligence or customer's errors and/or omission.
- 2. Acceptable Use:** This service may only be used for lawful purposes. Materials and/or transmissions in violation of any local, state or federal regulation(s) are prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret.
- 3. Use of Information:** Use of any information obtained via this service is at Customer's risk. BMTC specifically denies any responsibility for the accuracy or quality of information obtained through its services.
- 4. Inappropriate Usage:** BMTC or other relevant authorities may determine inappropriate usage of this account and the privilege may be revoked at BMTC's discretion. Should this occur, the Customer will be notified in writing of this action.
- 5. Change of Status:** BMTC will occasionally require new registration and account information by the Customer to continue this service. In addition, the Customer shall notify BMTC in writing of any changes in the account information.
- 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 purposes of this Agreement, but recognize the network connection and services to be provided by BMTC 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 customer will be billed on or about the first business day of the month after BMTC receives his/her order in Beresford, South Dakota, for the coming month's fixed service costs, as well as the past month's usage-based fees (such as hourly service charges for applicable services). The first payment will include the installation fee. The installation fee is non-refundable. The first payment may also include network connection costs, including service fees, local access and monthly lease costs appropriate to the service selected. These fees are nonrefundable. Fixed service charges are billed in one-month increments. The monthly service fees are independent of the amount of traffic or systems access by users at the Customer's location.
- 8. 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.**
- 9. Use of BMTC Internet Access Services constitutes acceptance of these terms and conditions.**