

Peace Valley Telephone Co. Inc.

Peace Valley Broadband

Internet Terms and Conditions

I. COMMENCEMENT OF SERVICES

Agreement

This is an agreement between Peace Valley Telephone ("PVT") and you ("User") to provide Internet access ("the Service"). The terms of this agreement apply to broadband Internet access. By establishing an account or using the service or equipment, you agree to be bound by this Agreement and to use the service in compliance with PVT's terms and conditions, which can be found by going to www.pvbroadband.com or www.pvtelephone.com. This agreement applies to customers of PVT's Internet service. This agreement, and the service furnished hereunder cannot be sold, assigned, or sublet. PVT has accounts designed for commercial businesses and User agrees to apply for a business account if User intends to conduct business through PVT's Internet service.

Terms of the Agreement

The initial term of this agreement is as marked and listed below:

___ a monthly contract with billing monthly at \$54.00 per month and will renew automatically without notice.

___ an annual contract with billing monthly at \$49.00 per month and will renew automatically without notice.

___ a two year contract with billing monthly at \$44.00 per month and will renew automatically without notice.

___ stand-alone broadband month to month at \$110.00 per month and will renew automatically without notice.

Your activation date is three days after your account is provisioned OR on the first day you connect to your service, whichever is earlier. The agreement will continue on a month-to-month basis after the initial term. All charges are billed monthly. PVT reserves the right to change rates at any time, except as listed herein. Failure to pay when due will result in suspension or discontinuance of service. A service fee to reactivate may be required.

Customers may not resell Internet services including Internet access, bandwidth, web space, e-mail, or any other feature without the express written permission of PVT.

Broadband Internet Service

Installation

PVT will provide you with technical support to help set up your account, if necessary. If the relationship is terminated by either party (you or PVT) before the activation date, or if the line is found to be unprovisionable, you must return any and all equipment as the equipment you receive is not your property but will always remain PVT's property and upon termination of the agreement the property will be returned in the same condition. Failure to do so will result in a one-time equipment fee. If you choose to cancel the account after the activation date, you could be charged for the installation and/or setup charges. This fee is subject to change.

The installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outage or potential damage to your computer. You are solely responsible

for backing up all of your existing computer files and data. PVT and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals. You assume responsibility for impacts to or loss of any warranty associated with the opening of your computer for installation of an internal card (such as a Network Interface Card).

You acknowledge that this is a fixed-location service for one personal computer only. Moving to another location will require the service to be reprovisioned at the new location. This may result in substantial interruption of the service and will result in fees associated with cancellation and setting up a new account. Early termination charges will apply even if the cancellation is for reasons of a move to another location.

PVT does not represent, warrant, or covenant that installation by you or a third party chosen by you will enable you to successfully access, operate or use the services, nor that such installation will not cause damage to your computer, data, software, files, or peripherals. In addition, PVT shall have no liability whatsoever for any damage, or for the failure to properly install, access, use, or operate that equipment or services because of your installation. The foregoing limitation of liability is in addition to and shall in no way be construed to limit any and all limitations of liability set forth elsewhere in this agreement.

PVT will make its best effort to provide the service at a speed of up to 4Mbps downstream. Because of the complex nature of broadband services, availability, and the underlying infrastructure, it may not be possible to provide the service to everyone or there could be possible times for interruption of service given the technical and distance issues involved with accessing the Internet at high speeds. PVT is not responsible for claims arising out of or due to PVT service being temporarily unavailable and therefore, not accessible by the customer, and said customer hereby waives any claim against PVT due to any temporary and/ or permanent outage or unavailability of said service with this waiver including but not limited to any of user's / customer's claims for loss of profit for business or personal or any other possible claim due to any disruption of service, no matter how long or permanent. In its sole discretion, PVT may cancel the installation process, or subsequently your service, and refund any money that you have prepaid. PVT will notify you of its intent to cancel as soon as reasonably possible. PVT shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the service.

Customers may NOT retransmit this broadband Internet service or make the service available to anyone outside the premises (i.e. wi-fi or other methods of networking).

II. ENFORCEMENT OF TERMS AND CONDITIONS

Your account password & security

Upon registration, you will receive a username, password, and account designation. You are solely responsible for use of the service. You must keep your password confidential so that no one else may access the services through your account. You must notify PVT immediately upon discovering any unauthorized use of your account.

PVT reserves the right to timeout inactive connections. Technical support may be limited to PVT broadband provided services, software and/or unmodified hardware. E-mail accounts exceeding the allotted amounts in size may be inactivated until you reduce the size of the mail being stored. Any free Website is only for non-business use and website exceeding the allotted amount of disk space may be suspended until you reduce the disk space usage or purchase additional space. Any free Website exceeding the allotted amount of bandwidth will be billed for excess traffic. Bandwidth usage is currently unlimited but subject to change.

E-mail, web space, and bandwidth limits are posted throughout our Website at www.pvbroadband.com. PVT reserves the right to change limits at any time without prior notice. You may also be shut off if PVT determines, by its sole discretion, that you are doing such activities which are deemed to be against PVT's best interests and/ or our customers best interests and you hereby waive any and all claims against PVT for any such termination of service and there shall be no penalties or further charges to user or PVT, upon termination.

Monitoring the Service

PVT has no obligation to monitor the services, but may do so and disclose information regarding use of the service if PVT, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations or requests to comply with applicable state and federal law; or to operate the service properly; or to protect itself and its subscribers. PVT may immediately remove your material or information from PVT's services, in whole or in part, which PVT, in its sole and absolute discretion, determines to infringe another's property rights or to violate our terms and conditions. Repeated violations of same can result in immediate termination.

Broadband system & network security

Users are prohibited from violating or attempting to violate the security of the PVT Network and services, including, without limitation, (a) accessing data not intended for such User or logging into a server or account for which such User is not authorized to access, (b) impersonation of PVT personnel, (c) hacking or attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (d) attempting to interfere with, disrupt or disable service to any User, host or network including, without limitation, via a means of overloading, flooding, mail-bombing, denial of service attacks or crashing, (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, (f) attempting to utilize another User's account name or persona without authorization from that User. Users are also prohibited from attempting any action designed to circumvent or alter any method of measuring of billing for broadband services.

Violations of system or network security may result in civil or criminal liability. PVT will investigate occurrences which may involve such violations and may involve, and cooperate with law enforcement authorities in prosecuting Users who are involved in such violations. If we deem that you have performed one of the activities above you service may be shut down.

Netiquette

The PVT Network and services may only be used in a manner that is consistent with the intended purpose of the PVT Network and services may be used only for lawful purposes. Users shall not use the PVT Network and services in order to transmit, distribute or store material: (a) in violation of any applicable law or regulation, including export or encryption laws or regulations; or (b) that may expose PVT to criminal or civil liability; or (c) that constitutes electronic junk mail or newsgroups. Users are further prohibited from assisting any other person in violating any part of the terms and conditions.

Inappropriate content

Users shall not use the PVT Network and services to transmit, distribute or store material that is inappropriate, as reasonably determined by PVT, or material that is indecent, obscene, pornographic (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent.

Intellectual property

Material accessible through PVT Network and services may be subject to protection under privacy, publicity, or other personal rights and intellectual property rights, including but not limited to, copyrights and laws protecting patents, trademarks, trade secrets, or other proprietary information. Users shall not use the PVT Network and services in any manner that would infringe, dilute, misappropriate, or otherwise violate any such rights. If you use a domain name in connection with any of the PVT Network and services, you must not use that domain name in violation of the trademark, service mark, or other rights of any third party.

Users may not transmit or receive copyrighted material owned by another source without proper authorization; such as movies, music and/or reading materials. Should PVT receive a notification that a customer has downloaded or otherwise transmitted wrongfully unauthorized content you will be notified that we received such information and you will be commanded to stop. Should we receive a second notification then you will be subject to termination of your service.

Harmful content

Users shall not use the PVT Network and services to transmit, distribute or store material that contains a virus, worm, Trojan horse, or other component harmful to the PVT Network and services, any other network or equipment or other Users.

Fraudulent / misleading content

Users shall not use the PVT Network and services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations. In addition, Users are prohibited from submitting any false or inaccurate data in any order form, contract or online application, including the fraudulent use of credit cards.

Suspension / Termination

Any User which PVT determines to have violated any element of the terms and conditions may be subject to a suspension or termination of services, and if PVT deems it necessary, immediate suspension or termination of such User's service without notice. PVT may take such further action as PVT determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and PVT shall not be liable for any damages of any nature suffered by any customer, User or any third party resulting in whole or in part from PVT's exercise of its rights under this paragraph. PVT reserves the right to terminate your service for any or no reason at which time any contract you have will be terminated and you will no longer be liable for any amounts owed on said contract and the initial internet broadband service is the consideration for this agreement and any and all terms herein including this paragraph and all terms herein are reviewed and considered fair, reasonable and not usurious.

Should PVT for any or no reason be unable or decide not to offer these services, whether it be due to physical plant destruction, technical or financial difficulties or any other or no reason, user hereby waives any claims against PVT for any damage due to the termination of service and PVT will cancel any remaining portion of contract amounts owed. The consideration for this agreement is PVT's initial offering of broadband internet service.

III. GENERAL PROVISIONS

General provisions (fees; right of entry; service charges; termination; attorney's fees; graphics; modifications)

User acknowledges the variety of subject matter and content found on the Internet or World Wide Web, and that it is User's responsibility to determine its suitability for

members of User's household or business and that some content may not be suitable for viewing by children. User agrees to hold PVT harmless for liability resulting from the subject matter or content found on the Internet or World Wide Web.

User agrees to pay all required regulation fees, and any local, state or federal taxes imposed or levied.

PVT reserves the right to charge a service charge when User requests a modification of service to an existing account.

User grants to PVT the right to enter upon or over the premises at the User's address at any time during regular business hours (after regular working hours with customer's consent) for the purpose of connecting the service, inspecting, adjusting, repairing, moving or removing rented equipment. If User at any time requests relocation of the service then a wire relocation fee based upon actual time and materials required to complete the relocation will apply.

PVT is not responsible for the operation, maintenance, service or repair of User owned equipment or software including but not limited to PC workstations, printers, operating systems, application software, hubs, modems, routers, and local area or wide area networks used in conjunction with the services provided. PVT does not warrant files or data against loss or deletion even if kept on PVT servers. Best efforts will be maintained to maintain server files and backup capabilities. It is up to the User to ensure proper archiving and integrity of their data.

Monthly service charges not paid within 45 days of date billed will be subject to disconnection without notice. There is a reconnection fee for services reconnected due to non-pay disconnection. Upon disconnection, if User has selected the annual or two year contract, the full amount of the remaining contract will be due and payable for time remaining on the contract.

PVT reserves the right to delete files on its servers from disconnected user accounts. Web page files, file storage, and emails may be deleted after disconnection and may not be available on reconnected accounts.

In the event efforts are made by PVT to enforce any of the terms of this agreement, then PVT shall be entitled to recover PVT's attorney's fees from User, even if an action is not instituted or as the Court may adjudge reasonable as attorney's fees at trial, or on appeal of such suit, or action in addition to all other sums provided by law.

User agrees not to duplicate, reproduce, or use PVT graphics for any purpose. In the event that PVT discovers that User is using said graphics, access will be immediately disconnected.

All actions relating to this agreement shall be construed under the laws of the State of Missouri and will be resolved in Howell County Circuit Court in West Plains, Missouri.

Later versions of the terms and conditions are located on the PVT Website, www.pvbroadband.com or pvtelephone.com and User agrees that such revisions to the terms and conditions are binding on the User and the User has the option to opt out of the revised terms and conditions by discontinuing service should the User choose to do so by giving the appropriate notice of the desire to discontinue service.

Miscellaneous

These terms and conditions constitute the entire agreement between you and PVT with respect to your use of the service. PVT may revise, amend, or modify the terms and conditions at any time and in any manner. Notice of any revisions, amendment, or modifications will be posted on PVT's Website (www.pvbroadband.com) and/or on your

start up pages and/or by e-mail and/or in our various publications and mailings to you. By continuing to receive Internet service from PVT, you are indicating your acceptance of these terms and conditions.

The headings in this agreement do not have any meaning other than as a point of reference and do not require that any particular or specific part of the agreement be required to be listed inside of a particular heading. The headings are for general reference only and are not a part of the agreement terms.

If any portion of this agreement is deemed to be unenforceable or otherwise improper or illegal then that portion of the agreement shall be severed and the remaining portions will continue to be in effect.

By signing this agreement, the user is agreeing to all terms and conditions with the understanding of all the terms and conditions and hereby consenting to the fairness of same.

Username

Password (at least 8 characters, 1 letter, 1 number)

User / Customer (Print)

User/ Customer (Signature)

Date:_____

Phone number:_____