

E-mail Policy: In addition to the e-mail terms of use stated in the section titled Unacceptable Use Policy, the following rules and conditions also apply:

1. **Check and remove your e-mail from the server on a regular basis, at least once a week.**
2. We reserve the right to delete any e-mail from the server at any time but will generally only do so if the e-mail is more than two months old.
3. We reserve the right to filter all incoming or outgoing email for potentially destructive contents.
4. Do not consider Internet e-mail to be a secure means of communications. While no one other than system administrative personnel (throughout the Internet) would normally have access to e-mail messages, the content of a message is nothing more than plain text in readable form. If more security is required, consider using an encryption program to encrypt messages before sending. The recipient of the message must decrypt the message using an agreed upon method.
5. Do not consider Internet e-mail to be 100% reliable. While there are many safeguards built into the system, the Internet is not at all infallible. If you must know that a message got through, request the recipient of your messages to reply to you immediately confirming that they received your message.
6. User must not relay email from a third party's email without permission.
7. User must not collect or harvest screen names or email addresses of others for the purpose of causing annoyance, inconvenience or needless anxiety to any person.
8. User must not send email that hides or obscures the source of the email you send, that contains invalid or forged headers or domain names.
9. If your email account is inactive (not signed into) for 180 days (about 6 months) it will be completely erased and it would be possible for someone else to register and use that email user name. You can reactivate your email account at any time within those 180 days by signing in and using it.

Web Page Policy: BC Internet Service subscribers are permitted, with a subscription, storage space for a personal web page. BC has the right to monitor these pages for usage and content. A web page found to be utilized for business advertising activities or promotion of any sort, will be subject to BC current monthly storage fees and/or the page will be, after twenty-four hour notification to the customer, removed.

BC is held harmless from liability for personal web pages and their interruption of services or access to the page. The subscriber is responsible for backups to the site, as well as such elements as use, notification, and/or maintenance of trademarks, copyright, etc. BC shall not be liable for consequential damages including but not limited to lost revenue, lost business opportunity, interruption losses, and/or any indirect or direct loss by this or any other system, interruption, or lack of access.

Copyright Policy: It is the subscribers' responsibility to respect the legal protection provided by copyright and license to programs, data, and other information accessible through our Internet services.

We reserve the right to monitor the system.

Menu System Policy: Benton Communications provides a menu system, located at www.bctelco.net as a courtesy for our Internet service customers. The links placed at this location and on subsequent pages that leave our site do not indicate any endorsement or recommendation of the product or service that the linked-to-web site is providing. BC is not responsible for the content, availability or organization related to such web sites. Inquiries of this nature must be directed to the party or parties responsible for a particular web site.

All links on the menu system are subject to review and approval by BC, and they may add, remove or relocate links at any time. Please contact us if you have comments about the menu system.

User Responsibility:

1. All subscribers of BC Internet Service are responsible for anyone using their Internet connection to ensure they abide by this acceptable use policy.
2. All participating telephone companies and resellers are responsible for communicating this policy to the appropriate administrative authorities at all user sites connected to theirs via connections not directly supported by BC Internet Service.
3. The ultimate responsibility for assuring the acceptability of use according to this policy is with the individual end-user that originates the communication.
4. All users are responsible for keeping up to date with the Acceptable Use Policy.
5. All users are responsible for maintaining their own system security, through use of a firewall or other security measures.
6. Users are responsible for maintaining their own Virus Protection. Viruses are a very real and dangerous threat and it is a necessity for Internet users to have some form of anti-virus protection. It is the Customers responsibility to keep their virus protection up to date and the customer is responsible for any damage caused by the virus. BC is not responsible for any damages that occur to a customers system due to virus contamination.
7. Users of High Speed Internet connections are responsible for their own computer system(s) security. BC does not provide firewall protection for any of its customers. It is the responsibility of the customer to install the proper firewall protection on their system(s) in order to protect themselves from potential security breaches (i.e. hackers). Because High Speed Internet connections are an always-on service and use publicly accessible IP addressing, the risk of someone infiltrating or compromising your computer system(s) is much greater. In no way shall BC be liable to you for any damages of any kind as you assume all inherent risk and full responsibility for the security of your computer system(s). BC strongly recommends that you install and properly configure a firewall to meet the security needs of your computer system(s).

Enforcement: BC management will review alleged violations of this policy on a case-by-case basis. A violation may result in denying the user access to the network, termination of access to all services, and forfeiture of all fees paid. BC will report evidence of illegal activities to the appropriate law enforcement authorities.

Policy Modifications: Benton Communications Internet Service reserves the right to modify this policy at any time.

Information: You may address any questions related to this Acceptable Use Policy to: **Benton Communications 2220 125th St NW Rice, MN 56367-9701 • (320) 393-2115.**

All subscribers to BC Internet services agree to abide by the present and future rules and bylaws of BC including the Acceptable Use Policy.

I agree to follow the rules of any connected networks if and when using those networks. I recognize that BC offers no guaranty or warranty on the performance of its network and Internet connections, nor on the performance of gateway connection to other networks. I agree to hold BC and their officers, directors and agents harmless from any profits arising from special, indirect, or consequential damages including but not limited to lost profits, loss of opportunity, or any other loss which may result from the use of, misuse of, or lack availability of BC and or their facilities.



Benton Communications

Cable TV Terms and Conditions

The undersigned (hereinafter called the "Applicant"), requests cable television service from Benton Communications (hereinafter called the "Company"), upon the following terms and conditions:

1. The Applicant must pay any installation charges or deposit required before service may commence, and upon receiving cable television services will pay the monthly established rates.
2. The Applicant hereby grants to the Company the easement to construct, operate and maintain a cable television line or system on, over, or under the land described below and in or upon all streets, roads or highways abutting said land. The Applicant further agrees that in the event that said Applicant does not own all private land or lands necessary to be crossed, as stated above, he or she or they shall obtain, on forms provided by the Company, all necessary easements from the owner or owners of said land or lands, and shall submit same to said Company prior to installation of service. Applicant hereby grants to the Company access to the premises of Applicant at all reasonable times for its purpose of installing, repairing, maintaining or removing and service to the premise.

The acceptance of this application by the Company shall constitute an agreement between the Applicant and the Company, and shall continue in force from the date service is made available by the Company to the Applicant, and thereafter until service is discontinued.

This application applies to residents within our franchise service area only. We reserve the right to alter, modify or delete our services, related rates and charges to our customers. It is agreed that the Company reserves their right not to serve the Applicant for any reason and the amount paid by the Applicant will be returned to the Applicant. A deposit may be required depending on the results of a company run credit check. The Applicant also agrees that failure to meet payment of charges in accordance with established collection policies of the Company, shall be sufficient cause for the Company to refuse or discontinue service to the Applicant without previous notice.

A late payment charge is based upon the end of the month balance (excluding any unpaid late payment charge from previous months). If the late charge exceeds \$2, the annual percentage rate is 18%. No late charge will be assessed: (A) In a monthly billing period during which there was no previous balance; (B) In a monthly billing period during which payments and/or credits equal or exceed the previous balance; (C) On unpaid late charge; or (D) On charges for services rendered during the monthly billing period in which they are added to the account. A minimum late charge of \$2 will be assessed on all past due accounts.

If it is determined that we have made a mistake on your bill, you will not have to pay any late charges on any disputed amount. If it turns out that we have not made an error, you will have to pay late charges on the amount in dispute, and you will have to make up any missed minimum or required payments on the disputed amount.



BENTON COMMUNICATIONS INTERNET ACCEPTABLE USE POLICY

Introduction: Benton Communications (BC) Internet Acceptable Use Policy is to protect BC, its subscribers and the Internet community in general from irresponsible or, in some cases, illegal activities. All BC Internet Service subscribers must adhere to these guidelines. We expect that common sense and good judgment will guide our subscriber's Internet activities.

General Policy: All information traversing the BC Internet backbone and its associated networks are unrestricted unless listed as unacceptable under this policy.

It is the policy of BC Internet service to provide its subscribers electronic access to the broadest possible number of organizations connected to the Internet. BC accomplishes this through connectivity to one or more state, regional or national backbone networks. All traffic that exits the BC Internet backbone and its associated networks and traverses to numerous other networks to which our network is directly or indirectly connected, must conform to the acceptable use policies governing those other networks.

If your use, in our reasonable opinion, creates undue burden to our network or degrades use of the network by other users, we reserve the right to restrict the level or suspend your access to the service, without prior notice to the subscriber.

You must not use the service to engage in misleading or deceptive marketing practices, or to conduct, or as a part of, a business that is illegal.

You must not in any circumstances connect servers which transmit data to the internet or cable network, such as FTP servers and chat servers. You must not use automated programs to continually send or receive high volumes of data via the service.

Privacy Policy - It is the responsibility of the subscriber or associated organization to:

1. Use the service in a manner that is consistent with ethical practice and accepted community standards.
2. Respect the privacy of other subscribers and not to seek information pertaining to other subscribers without their explicit permission. This includes but is not limited to personal data, passwords, access to confidential files, or modification of files belonging to other subscribers.

Unacceptable Use Policy: It is not acceptable to use BC Internet Services or facilities for any of the following purposes:

1. To violate any applicable laws or regulations.
2. To disseminate messages or files whose content would likely be highly offensive to the recipient(s).
3. To make unauthorized entry into any computer systems, information storage, or communication devices or resources.
4. To propagate computer worms, viruses or transmissions of any type, which disable or otherwise impede or disrupt the recipient's facilities or equipment.
5. To make distributions of unsolicited bulk E-mail/SPAM.
6. To cause disruption of our services or any other entities service by any means.
7. To operate your own e-mail, web, FTP, gaming server, or other file transfer services or resale of such services without express written permission from BC.