

High Speed Internet Contract:

CUSTOMER NAME: _____
SERVICE ADDRESS: _____
CITY _____ STATE _____ ZIP _____
TELEPHONE NUMBER: _____
DAYTIME CONTACT NUMBER: _____



Thank you for choosing our High Speed Internet service. If you have any questions as you complete this contract and other related documents please give us a call at (320) 393-2115 or (800) 683-0372.

Pricing Information:

\$39.95 for a 1.5 Mbps/512k connection
Receive a \$5 discount when you choose all of our services

I would like to increase my speed:

3.0 Mbps/512k (additional \$4) 5.0 Mbps/512k (additional \$8)

If you do not have our Cable TV, there is a \$10 per month surcharge.

Installation: \$50

This charge provides professional, on-site installation to one computer. It is a one-time, non-recurring, non-refundable charge. Networking is available, call for rates.

Modem Choices: please choose one

Standard Cable Modem

Connects one computer

- Lease \$2.95/mo.
 Purchase \$50 (90 day warranty)

Wireless Modem/Router

Provides ability to connect multiple computers. To utilize the wireless capabilities the computer will need an 802.11 a/b/g wireless card

- Lease \$5.95/mo.
 Purchase \$100 (90 day warranty)

Initial Lease Information: I understand that if I choose to lease a cable modem that it is the property of Benton Cablevision, Inc. It is my responsibility, as the customer, to protect the equipment from physical damage and abuse. If I disconnect Internet service, I will return the equipment to Benton Cablevision, Inc., 2220 125th St NW, Rice, MN 56367 (Monday through Friday from 8 a.m. to 4:30 p.m.) within (5) five days of disconnecting service. If I fail to return equipment or I return damaged equipment, my account will be charged the replacement cost of the equipment.

E-MAIL Information: You will receive up to two e-mail addresses at no charge (additional \$2 each) Passwords are automatically generated.

E-MAIL Address (4-16 alpha or numeric) _____@jetup.net

E-MAIL Address (4-16 alpha or numeric) _____@jetup.net

RED CONDOR SPAM FILTER INCLUDED FREE OF CHARGE with jetup email accounts.

What email address can we contact you at? (Please provide if you choose to keep an existing address)

_____@_____

Virus Protection: Your new Internet service is a High Speed, Always-On Connection linked directly to your computer which makes your system vulnerable to virus attacks. We strongly recommend that you protect your computer with some form of virus protection. Enclosed is a brochure which highlights the advantages of the SecureIT products we provide.

- Yes, I would like virus protection from Benton Cablevision (Installation Charge \$14.95)
 SecureIT Plus \$4.95/mo. (Best Value) SecureIT Live \$3.95/mo. (Business Package)
 I will be utilizing another virus protection option: _____ (example Norton, McAfee, AVG)

Contractual Agreement: By signing this agreement I understand that there is a minimum of (1) one year commitment from the installation date for the High Speed Internet connection. If I cancel the contract prior to fulfilling my (1) one year service agreement, I agree to pay a one-time cancellation fee of \$200.00. By signing below I also agree to the terms of the Acceptable Use Policy on reverse side.

SIGNATURE _____ DATE: _____

Please submit to Benton Cablevision Inc, 2220 125th St NW, Rice MN 56367. We will call the above daytime number to schedule an installation date and time when the following items have been received.

- Check List: Internet Contract
 Information Worksheet
 Payment for Installation Charge and Modem if Purchased

BENTON CABLEVISION, INC. INTERNET ACCEPTABLE USE POLICY

Introduction: The Benton Cablevision, Inc. Internet Acceptable Use Policy is to protect Benton Cablevision, Inc., its subscribers and the Internet community in general from irresponsible or, in some cases, illegal activities. All Benton Cablevision, Inc. Internet Service subscribers must adhere to these guidelines. Benton Cablevision, Inc. hopes and expects that common sense and good judgment will guide our subscriber's Internet activities.

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

It is the policy of Benton Cablevision, Inc. Internet service to provide its subscribers electronic access to the broadest possible number of organizations connected to the Internet. Benton Cablevision, Inc. accomplishes this through connectivity to one or more state, regional or national backbone networks. All traffic that exits the Benton Cablevision, Inc. 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 Benton Cablevision, Inc. 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 Benton Cablevision, Inc.

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.

If any of the conditions stated in this e-mail policy are contrary to your needs, please contact us for additional information or to make further arrangements.

Web Page Policy: Benton Cablevision, Inc. Internet Service subscribers are permitted, with a subscription, storage space for a personal web page. Benton Cablevision, Inc. 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 Benton Cablevision, Inc. current monthly storage fees and/or the page will be, after twenty-four hour notification to the customer, removed.

Benton Cablevision, Inc. 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. Benton Cablevision, Inc. 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 Cooperative Telephone Company provides a menu system, located at www.bctelco.net as a courtesy to Benton Cablevision, Inc. 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. Benton Cablevision, Inc. 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 Benton Cablevision, Inc., 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 Benton Cablevision, Inc. 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 Benton Cablevision, Inc. 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. Benton Cablevision, Inc. 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. Benton Cablevision, Inc. 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 Benton Cablevision, Inc. 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). Benton Cablevision, Inc. strongly recommends that you install and properly configure a firewall to meet the security needs of your computer system(s).

Enforcement: The Benton Cablevision, Inc. 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. Benton Cablevision, Inc. will report evidence of illegal activities to the appropriate law enforcement authorities.

Policy Modifications: Benton Cablevision, Inc. 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 Cablevision, Inc. 2220 125th St NW Rice, MN 56367-9701 · (320) 393-2115**

All subscribers to Benton Cablevision, Inc. Internet services agree to abide by the present and future rules and bylaws of Benton Cablevision Inc. including the Acceptable Use Policy. I agree to follow the rules of any connected networks if and when using those networks. I recognize that Benton Cablevision Inc. 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 Benton Cablevision Inc. 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 Benton Cablevision Inc. and or their facilities.