

# SWEETWATER CABLE TV      GREEN RIVER CABLE TV

## HIGH SPEED INTERNET ACCESS

### INTERNET SERVICE PROVIDER AGREEMENT

#### **1. INTRODUCTION**

By using this Internet service ("Service") or by establishing an account, you agree to be bound by this Agreement and to use the Service in compliance with this Agreement, our Acceptable Use Policies and all other use policies (collectively, the "Terms of Service"). If you do not agree to the Terms of Service, including any future revisions, you may discontinue use the Service, and if you have an account you must terminate it as provided herein. We, your Internet service provider (Sweetwater Cable TV Co, Inc. via Sweetwater High Speed Access, or SweetwaterHSA) reserve the right to revise the Terms of Service at any time, and you accept sole responsibility for periodically reviewing them for any and all changes. Changes will be posted at [www2.sweetwaterhsa.com](http://www2.sweetwaterhsa.com) and at such time will become the current ISP Agreement. Your continued use of this Service following the posting of any revisions to the Terms of Service constitutes your acceptance of those revisions. If you have any questions regarding this service or contract, call 307-362-3773, 307 875-2506, or contact us at PO Box 8 Rock Springs, WY 82901.

#### **2. INSTALLATION / TROUBLE CALLS / NETWORKING**

Sweetwater Cable TV does not guarantee data transfer rates, or uninterrupted service. If service disruption does occur, it is the customers' duty to inform Sweetwater Cable TV of any disruption. We will however strive to provide the fastest and most reliable service possible. During "Full" installation, neither Sweetwater Cable TV Co, Inc., nor its contractors shall be liable for any damage or loss of information on your computer system, including loss of files, data or software. If required, opening your computer to install a network card may result in the voiding of any warranties provided by your computer manufacturer. Neither Sweetwater Cable TV Co, Inc., nor its contractors shall have any liability as the result of voiding such warranties. It is highly recommended that you back up all files prior to installation of the service and necessary equipment.

After installation, trouble with your service should be first handled through the available 24-hour tech support at **1-800-352-8156**. If problems are Subscriber related, i.e.: the changing of settings, network setup/changes or otherwise not caused by Sweetwater Cable TV's system, we reserve the right to bill for repairs at a rate of \$40.00 per hour, with a minimum \$40.00 charge. Any problems caused by the Sweetwater Cable TV system or network will be repaired at no cost to the subscriber. Sweetwater Cable TV does not take responsibility for cable outlets not run by its employees or contractors. Customer may be charged to replace or run new outlets if it is deemed they are not capable of transferring data effectively. **Sweetwater Cable TV accepts no liability nor will offer specific technical support regarding the networking of users computers.** Any networking of user's computers must comply with the then current ISP Agreement, specifically in regards to the following section 3, C.

#### **3. SUBSCRIBER OBLIGATIONS**

- (A) Sweetwater Cable TV reserves the right to determine excessive bandwidth usage. Usage deemed excessive may result in additional charges, or may result in service termination.
- (B) ***ROAMING MADE SIMPLE*** is a service available to each household account. With ***ROAMING MADE SIMPLE*** each account is allowed 3 free hours of dial-up service per month. Sweetwater Cable TV is not responsible for any additional charges you may incur while accessing this service. Additional usage over the allowed 3 hours per month, will be charged at a rate of \$3.00 per hour. You may not allow users other than those outlined in (C) to use this service.
- (C) Use of the Service is restricted to a single residential or business address. This Service may **not be resold** via ***HOTSPOT*** technology, or otherwise redistributed without prior consent of Sweetwater Cable TV. Redistribution or reselling of Service may result in additional fees, at the sole discretion of Sweetwater Cable TV. End users establishing an account with Sweetwater Cable TV's High Speed Access (SweetwaterHSA) must be at least 18 years old. Users must (i) provide SweetwaterHSA with accurate and complete billing information including legal name, address, telephone number, and (ii) report to SweetwaterHSA all changes to this information within 30 days of the change. Users are responsible for all charges billed to their account.
- (D) Users are billed each month for the basic service and/or any additional usage or services. Users are responsible for paying all charges billed to their account in the manner and method prescribed on their invoice. SweetwaterHSA is not responsible for any charges or expenses (overdrawn accounts, exceeding account limits, etc.) resulting from charges billed by Sweetwater Cable Television's High Speed Internet Access.
- (E) If Sweetwater Cable TV has failed to pay any underlying service provider all amounts owing for your account-whether or not you have paid Sweetwater Cable TV-your account will be subject to suspension, or cancellation until you or Sweetwater Cable TV has paid all amounts due.

- (F) Delinquent accounts may be suspended or canceled at Sweetwater Cable Television's sole discretion; however, charges will continue to accrue until the account is canceled. Sweetwater Cable TV may bill an additional charge to reinstate a suspended account.
- (G) Registered modems will obtain WAN IP Address automatically via DHCP. Once modem has connected to our network and received a WAN IP, the users system will be connected to the Internet. Sweetwater Cable TV does not guarantee that every brand, make or model will work with our system, and takes no responsibility for maintaining or troubleshooting said equipment. Any attempt to disable, circumvent, or otherwise prevent Sweetwater Cable TV from monitoring bandwidth is strictly prohibited and may result in immediate termination of user's account, at the sole discretion of Sweetwater Cable TV.
- (H) You are *strictly* prohibited from running a **full** time Web Server, FTP Server, or file server. Violation in this policy may result in the immediate termination of your account, at the sole discretion of Sweetwater Cable TV. You are responsible for the amount of data that you both upload and download. You **will** be charged per Gigabyte of Data Transferred monthly if you exceed the allowed amounts of Data Transfer.
- (I) You must comply with the then current data storage, bandwidth usage and other limitations of this service. You are strictly prohibited from otherwise distributing the Service outside your account location in connection with SweetwaterHSA's residential or business service. Excessive use of bandwidth is strictly prohibited as determined solely by SweetwaterHSA, and may result in termination of user's account. Additional charges may be applied to users bill, or in the requirement of user to upgrade their service levels to meet bandwidth utilization.
- (J) You may not use this service for any activity violating local, state of Wyoming, federal or international laws or ordinances. Such activities include, but are not limited to the posting unlawful material (such as obscene material or pornography); **material that violates copyright or intellectual property rights** (including music or movie files), pyramid or other illegal soliciting schemes or activities such as impersonating anyone else's manual or digital signature. You may not use this service to breach the security or otherwise attempt to gain access to any other computer, without the written permission of such individual.
- (K) You may not send out unsolicited commercial or bulk mailings (IE: spamming) regardless of content. You may not send any messages to an individual who has requested that no information be sent to them. Any altering, forging or removing of electronic mail headers is prohibited. Mail bombing (large files or numerous copies of mail sent with the sole purpose of disrupting a server or account) is strictly prohibited. Any violation of the above rules may result in the immediate termination of the account, at Sweetwater Cable TV's sole Discretion.
- (L) Any user modification of equipment with the intention of modifying Internet speeds or bandwidth utilization is strictly prohibited, and may result in immediate account termination at the sole discretion of Sweetwater Cable TV.

#### **4. MEMBER'S ACCOUNT, PASSWORD AND SECURITY**

Members will receive up to 5 Email user names, passwords and account designation upon registration. You and/or members of your household or business are the only authorized users of your SweetwaterHSA account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Service through your account. You must notify SweetwaterHSA within 24 hours of discovering any unauthorized use of your account.

Using a *personal* account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding 10MB in size may, at SweetwaterHSA's discretion, be transferred to a compressed temporary file or storage. SweetwaterHSA may delete the temporary file from the server 60 days after notifying you. Any Member Web site exceeding 10MB of disk space or 250MB of data transfer will be billed for excess usage. You may establish a commercial or high-volume account by contacting SweetwaterHSA. The 10-MB of personal web space available to you with your account may **not** be used for advertising or other business related activities. Any business related web services are to be contracted through SweetwaterHSA or through another hosting agent of user's choice. Usernames, passwords and email addresses are SweetwaterHSA's property and SweetwaterHSA may alter or replace them at any time.

#### **5. MONITORING THE SERVICE**

SweetwaterHSA has no obligation to monitor the Service, but may do so and may disclose information regarding the use of the Service for any reason if SweetwaterHSA, in its sole discretion, believes that it is reasonable to do so, including but not limited to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its Members. Please see our Privacy Policy. SweetwaterHSA may immediately remove your material or information from SweetwaterHSA's servers, in whole or in part, which SweetwaterHSA, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

#### **6. DISCLAIMER OF WARRANTIES**

EXCEPT FOR CERTAIN PRODUCTS AND SERVICE SPECIFICALLY IDENTIFIED AS BEING OFFERED BY SWEETWATERHSA, SWEETWATERHSA DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICE ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. SWEETWATERHSA HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY,

COMPLETENESS, AND USEFULNESS OF ALL SERVICE, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

**THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. SWEETWATERHSA DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS.** SWEETWATERHSA MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH ISP OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY ISP OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

## **7. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL SWEETWATERHSA, SWEETWATER CABLE TV, EMPLOYEES, SUBSIDIARIES, ITS LICENSORS OR ANY UNDERLYING SERVICE PROVIDER BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OR INABILITY TO USE THE SERVICE OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SWEETWATERHSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SWEETWATERHSA’S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

## **8. INDEMNIFICATION**

Upon a request by SweetwaterHSA, you agree to defend, indemnify, and hold harmless Sweetwater Cable TV Co, Inc., SweetwaterHSA and its subsidiary and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney’s fees, that arise from your use or misuse of this site. SweetwaterHSA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with SweetwaterHSA in asserting any available defenses.

## **9. SOFTWARE LICENSE**

The Licensed Programs constitute confidential and proprietary information of SweetwaterHSA and SweetwaterHSA’s licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with SweetwaterHSA and SweetwaterHSA’s licensors. Member shall not translate, decompile, reverse engineer, distribute, remarket or otherwise dispose of the Licensed Program or any part thereof.

You may not download, use or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Software, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders.

## **10. WEBSITE USAGE and OTHER WEB SITES**

Sweetwater Cable TV may provide, or third parties may provide, links to other World Wide Web sites or resources. Because the Service has no control over such sites and resources, you acknowledge and agree that Sweetwater Cable TV is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Sweetwater Cable TV shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Some portions of the Website are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by Sweetwater Cable TV. Sweetwater Cable TV assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold Sweetwater Cable TV harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify Sweetwater Cable TV from any claims made by third parties regarding the material that you provide. Personal information posted by you to the Website is posted at your own risk. Sweetwater Cable TV will have no liability arising from use of that information. You shall not use the Website to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Website.

Your posting of material on the Website or providing material to SweetwaterHSA to use on the Website, will be deemed to be a grant by you to SweetwaterHSA of a perpetual, non-revocable, worldwide, non-exclusive license to the material to include the material on the Website and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

## **11. TERM OF AGREEMENT**

Continued use of the Service constitutes acceptance of this Agreement and any future versions. If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Service and, if you are a Member, to terminate your account.

## **12. TERMINATION**

Sweetwater Cable TV reserves the right, in its sole discretion, to terminate your account, your password and / or your use of the Service, with or without notice, at any time.

You may terminate your account at any time and for any reason by providing notice of intent to terminate to Sweetwater Cable TV by:

telephone calls directed to Customer Service.

registered or certified mail, return receipt requested addressed to Sweetwater Cable TV.

**Email termination of your basic Internet access account will not be accepted.** If your account included space on SweetwaterHSA's servers, anything stored on this space will be deleted upon termination.

Upon termination either by us or by you, you agree to return all Sweetwater Cable TV and/or Green River Cable TV equipment, including cables, provided to you at the time of installation. Any equipment not returned will be charged to your account.

Upon termination, any equipment damaged by neglect or misuse will be charged to your account at full value of the equipment.

Section 2, the third paragraph of Section 3, and Sections 5, 6, 7, 12 and 13 of this Agreement shall survive termination of this Agreement.

## **13. THIRD PARTY BENEFICIARY**

YOU AGREE THAT ANY UNDERLYING SERVICE PROVIDER OF SWEETWATERHSA'S SERVICE IS A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT AND AS SUCH IS ENTITLED TO ALL THE RIGHTS AND PROTECTIONS AFFORDED BY THIS AGREEMENT TO ISP DESCRIBED HEREIN.

## **14. MISCELLANEOUS**

This Agreement, which includes the Acceptable Use Policy, the Privacy Policy, and SweetwaterHSA's other user requirements constitute the entire agreement between you and SweetwaterHSA with respect to your use of the Service.

SweetwaterHSA may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies, at any time and in any manner. Any revision, amendment, or modification will be effective immediately after SweetwaterHSA posts it at website for the policy.

This Agreement is governed by the law of the state of Wyoming in which Sweetwater Cable TV Co, Inc., operates its main office without regard to conflict of law provisions. The federal and state courts located in said state alone have jurisdiction over all disputes arising out of or related to this Agreement and the Service. You consent to the personal jurisdiction of such courts sitting in said state with respect to such matters or otherwise between you and SweetwaterHSA, and waive your rights to removal or consent to removal.

NAME (PRINT) \_\_\_\_\_

NAME (SIGNATURE) \_\_\_\_\_

ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_