



This Internet Service Agreement (the "Agreement") is entered into between Personal Network Computing, Inc. d.b.a Valley Internet (the "Provider") and you (the "Customer"). Customer desires to use the Provider's internet services (the "Service") and Provider will permit Customer to do so subject to the terms and conditions of this Agreement. In this Agreement, "you" and "your" mean the Customer; "we", "our" and "us" means Provider.

IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST ABANDON THE SIGNUP PROCESS AND MAY NOT USE THE SERVICE. SIGNING UP FOR PROVIDER'S SERVICE CREATES A CONTRACT BETWEEN YOU AND US, CONSISTING OF THIS AGREEMENT AND THE ACCEPTABLE USE POLICY

IN ACCEPTING THE SERVICE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, THE TERMS AND CONDITIONS OF PROVIDER'S ACCEPTABLE USE POLICY, AND ALL TERMS AND CONDITIONS INCORPORATED HEREIN BY REFERENCE IN THIS AGREEMENT.

We may change our prices, fees, the Service(s) and/or the terms and conditions of this Agreement in the future. If you find the change unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s), you will be considered to have accepted the changes. You may not modify this Agreement by making any typed, handwritten, or any other changes to it for any purpose.

NOTE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 19 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICE(S).

PLEASE READ THIS ENTIRE AGREEMENT AND THE ACCEPTABLE USE POLICY CAREFULLY, AS IT CONSTITUTES A BINDING CONTRACT BETWEEN YOU AND PROVIDER.



General terms and conditions

Acceptance.

By using the Service, you accept and are bound by this Agreement. You will have accepted this Agreement and be bound by its terms if you use the Service or otherwise indicate your affirmative acceptance of such terms.

The Service.

We are providing you with the Service, subject to this Agreement and the Acceptable Use Policy. By accepting the Service you are entering into this Agreement and you agree to be bound by its terms and the terms of the Acceptable Use Policy. Subject to the terms of this agreement, Provider grants to User a limited, personal, non-transferable, and non-exclusive right to use the Internet service (the "Service") during the term of this Agreement. The Service provides internet through outdoor antennas we install on your property in line-of-sight with one of our relay stations, fiber links or through other network services offered. User's use of the Services shall be in accordance with this Agreement and Provider's Acceptable Use Policy which is made a part of this Agreement. User is responsible for providing and maintaining all computer equipment and software and telecommunications services necessary to access the Service. Nothing in this Agreement grants or transfers to you any ownership rights in the Service, including the software and other intellectual property rights related to the Service.

The Equipment.

The "Equipment" means all equipment and devices installed by Provider for the Services including, without limitation, servers, server software, VoIP enabled desktop devices (phones), wiring, POE (Power Over Ethernet) switches, and routers. You may not use the Services with any Equipment other than Equipment approved and received from Provider or retailers approved by Provider. You will own the Equipment (not including the Radio and smart adaptor designated CPE by Provider) and bear all the risk of loss, theft, or damage regardless of the payment plan selected for the services. Equipment purchased from Provider will be covered by their respective factory warranties only. Provider does not offer any warranty in addition to, or in replacement of any factory warranties unless specified on an installed project and service plan. Unless expressly authorized to do so by Provider, you shall not tamper with the Equipment, modify its configuration or try to directly access it in any way. You agree not to change the electronic serial number or equipment identifier, or to perform a factory reset of the Equipment without express permission from Provider. Provider reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for the full month's charges to



the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable. You agree not to hack or disrupt the service or to make any use of the Service that is inconsistent with its intended purpose or to attempt to do so. Equipment sold to Customer will not be deemed fixtures in any way part of the premises where they are located. You may not sell, lease or give away the Equipment, or permit any other provider of high-speed internet or telephone services to use the Equipment. YOU UNDERSTAND AND ACKNOWLEDGE THAT IF YOU ATTEMPT TO INSTALL OR USE THE EQUIPMENT OR SERVICES AT A LOCATION OTHER THAN THE PREMISES, THE SERVICES MAY FAIL TO FUNCTION OR MAY FUNCTION IMPROPERLY.

Access to Your Premises and Equipment.

We have the right to enter your property to install, maintain, upgrade, repair or replace the Service or the Equipment. You warrant you are the owner of the property and give us the right to access your property. If you are not the owner of the property, you are responsible for obtaining any necessary approval from the owner for us to access the property. You agree to allow us and our agents the right to enter your property at which the Service(s) and/or the Equipment will be provided (the "Premises") at reasonable times, for purposes of installing, configuring, maintaining, inspecting, upgrading, replacing and removing the Service(s) and/or the Equipment used to receive any of the Service(s). You warrant that you are either the owner of the Premises or that you have the authority to give us access to the Premises. If you are not the owner of the Premises, you are responsible for obtaining any necessary approval from the owner to allow us and our agents into the Premises to perform the activities specified above. In addition, you agree to supply us or our agent, if we ask, the owner's name, address, and phone number and/or evidence that the owner has authorized you to grant access to us and our agents to the Premises.

Service Fees and Taxes.

a. Fees. You agree to pay a fee for the Service based on the Plan Description you have signed up for. After the initial term, we may change the rates and fees for the Service. Customer agrees to pay the fee amounts set forth in the applicable Plan Description which is further described in Provider's Order Form and/or Quote to Customer. Rates will be in effect for the Initial Term and may be changed by Provider thereafter by giving you written or emailed notice of the new rates at least thirty (30) days before their effective date. The basic fee shall be charged to Customer whether Customer uses the Service or not. One-time activation fees and any other installation fees that may apply are specified on the Web site and vary by product and plan chosen.

b. Taxes. You are responsible for all taxes and governmental fees associated with the Service. These fees and taxes are in addition to our service fee under the Payment Plan. Customer is responsible for, and shall pay any applicable federal, state, municipal, local or other



governmental sales, use, excise, universal service fees, value-added, personal property, public utility and other taxes, fees and charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Service. Such amounts are in addition to payment for the Service and will be billed to you. If Customer is exempt from payment of such taxes, you will provide Provider with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date Provider receives such certificate.

Billing, Payment and Collection.

a. Billing. Our fees for the Service are billed in advance, generally for the following month's service. Bills for the Service are emailed to an email address you provide to us. We will charge you in advance for each term of service. When you subscribe to the Service, you must give us a valid email address. We reserve the right to stop accepting your payment method or your payments. You must advise us at once if your payment method expires, you close your account, your billing address changes, your email address changes, or your payment method is cancelled and replaced on account of loss or theft. Except for usage-based charges, we will bill in advance to your payment method all charges, fees, taxes, and surcharges for each service term. We will bill monthly as due immediately usage-based charges and any other charges which we decide to bill as due immediately. Bills will be posted to the customer portal and emailed to the email address on record.

b. Payment. When you subscribe to the Service, you authorize us to collect from your payment method. This authorization will remain valid until thirty (30) days after you terminate our authority to charge your payment method. **YOU AGREE THAT WE MAY CHARGE YOUR PAYMENT ACCOUNT FOR ALL AMOUNTS DUE TO US WITHOUT ADDITIONAL NOTICE OR CONSENT.** If Provider does not receive payment from your payment account or its agents, you agree to pay all amounts due upon demand. If you make payment by check, you authorize Provider to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments accepted by Provider and any such notations shall have no legal effect.

c. Delinquent Account. Our service bills are due upon receipt. If you fail to pay within 7 days, you will be assessed a late fee of 10%. If you fail to pay within 14 days, your service will be disconnected and a reactivation fee will apply. Monthly service invoices are due on receipt. Initial installation invoices are due in 15 days of receipt. All payments will be considered late after seven (7) days and delinquent within fourteen (14) days. If your payment is late, we may charge a late fee of 10% per month for any payment amount that has not been paid in full. **IF YOUR ACCOUNT IS DELINQUENT, YOUR SERVICE WILL BE DISCONNECTED.** A \$25 reactivation fee will apply in addition to the delinquent balance as well as any monthly service



charges that became due during a connection suspension. If your account is habitually suspended, the reactivation fee will double each time thereafter. The reactivation fee may be changed by Provider at any time without notice. If your check is returned with insufficient funds to cover the payment, you will be charged a fee to cover our transaction costs, currently set at \$40 (but subject to change without notice). Provider does not anticipate that you will fail to pay for the Service(s) on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay for the Service(s) on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment.

d. Collection. Even if we disconnect your Service due to non-payment or late payment, you are still obligated to pay for all fees incurred under this Agreement. If we are forced to initiate collection proceedings, you will be responsible for all our costs associated with such collection, including our attorney's fees. If we disconnect the Service, you will remain liable to us for all charges under this agreement and all the costs we incur to collect these charges, including, without limitation, collection costs and attorney's fees. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest and charges due to insufficient credit.

e. Billing Disputes. You must notify us within 60 days if you dispute any charge or fee. If you fail to object within this timeframe, your objection will be waived. Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact Provider within sixty (60) days of the date on the bill. You waive any disputes or credits that you do not report within sixty (60) days.

f. No Credit for Interruption of Services. We do not provide credits or refunds for interruptions (even prolonged interruptions) in the Service. The Service is provided on a best-efforts basis. As discussed in this Agreement, there are limitations on the Service and we cannot guarantee, amongst other things, uninterrupted Service. We will not give you credit for any interruption of Service. If you are dissatisfied with the Service, your sole remedy is to terminate this Agreement.

Revision to Terms and Pricing.

We may amend or change this Agreement and/or the Acceptable Use Policy at any time without notice. We may also change the pricing for the Service, but only after the Initial Term. We will post these changes to our Website, but we are not otherwise required to notify you of these changes. Your continued use of the Service will indicate your acceptance of any such changes.



From time to time, we may revise the terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference) and the pricing (except during the Initial Term) for the Service. Notice of revisions to the Agreement or pricing will be posted on the Provider's website ("the Website") and deemed given and effective on the date posted to the Website. If you do not agree to the revision(s), you must terminate your Service immediately, subject to the Termination provisions provided in this Agreement. By continuing to use the Service after revision(s) are in effect, you thereby accept and agree to all such revisions. Subject to applicable law, we have the right to change our Service(s), Equipment and rates or charges at any time with or without notice. We also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the Service(s), including, but not limited to, content, functionality, hours of availability, customer equipment requirements, speed, and upstream and downstream rate limitations. If we do give you notice, it may be provided on your monthly bill, as a bill insert, email, in a newspaper or other communication permitted under applicable law. If you find a change in the Service(s) unacceptable, you have the right to cancel your Service(s). However, if you continue to receive Service(s) after the change, this will constitute your acceptance of the change.

Term of Service.

a. Initial Term. When you sign up for the Service, it will be for an Initial Term as provided in your Service plan. Provider will provide the Service for the term you have signed up for ("Initial Term"). The Initial Term of this Agreement shall commence upon the date Service is activated or the date we successfully process your payment, whichever is later. If Provider cannot successfully deliver the Service, this Agreement will automatically terminate without penalty or cost.

b. Automatic Renewal. After the Initial Term, either you or we may cancel this Agreement at any time on 30 days written notice. Unless cancelled, this Agreement will automatically renew on a month-to-month basis. At the end of the Initial Term, Provider will automatically renew the Service on a month-to-month basis (each a "Renewal Term"), unless you cancel the Service before the end of the Initial Term or any Renewal term. After the Initial Term, either party may terminate this Agreement upon thirty (30) days written notice.

c. Provider's Right to Disconnect. If you fail to pay your bill, violate the Acceptable Use Policy, or otherwise use the Service in an inappropriate manner, we may disconnect the Service and ultimately terminate this Agreement. We have the right to suspend or discontinue service generally, or to disconnect the Service, at any time. In addition, we reserve the right to immediately disconnect the Service at any time without notice due to non-payment or unlawful or inappropriate use of the Service. If the payment default is not cured or you do not correct the use violation within ten (10) days after Service has been disconnected, we may permanently terminate this Agreement without further notice. For purposes of this section, inappropriate use



of the Service occurs if we determine, in our sole discretion that use of the Service: (i) violates the Acceptable Use Policy; (ii) violates any laws, regulations, court orders, or other governmental requests or order which requires immediate action; (iii) violates any intellectual property rights of Provider or a third party; (iv) is disruptive or causes a malfunction of the Service; or (iv) may expose Provider to potential legal liability. All charges owed at the time of disconnection will be immediately payable. We will pursue collection for unpaid amounts on disconnected accounts and may report these unpaid charges to credit bureaus.

Use of Services.

The Service is to be used for personal, non-commercial use. The Service may not be used for any unlawful purpose. You agree to comply with our Acceptable Use Policy. You are responsible for any person who uses the Service or Equipment provided to you. a. In General. You agree that the Service(s) and the Equipment will be used only for personal, residential, non-commercial purposes, unless otherwise specifically authorized by us in writing. You will not use the Equipment at any time at an address other than the Premises without our prior written authorization. You agree and represent that you will not resell or permit another to resell the Service(s) in whole or in part. You will not use or permit another to use the Equipment or the Service(s), directly or indirectly, for any unlawful purpose, including, but not limited to, in violation of any posted policy applicable to the Service(s). Use of the Equipment or Service(s) for transmission, communications or storage of any information, data or material in violation of any U.S. federal, state or local regulation or law is prohibited. You acknowledge that you are accepting this Agreement on behalf of all persons who use the Equipment and/or Service(s) at the Premises and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable ValleyInternet policies including, but not limited to, acceptable use and privacy policies. You further acknowledge and agree that you shall be solely responsible for any transactions, including, without limitation, purchases made through or in connection with the Service(s). b.

Acceptable Use Policy.

The Acceptable Use Policy is attached to and incorporated by reference in this Agreement. The Acceptable Use policy is posted at Provider's Website. Provider may modify the Acceptable Use Policy or other policies from time to time. YOU ACKNOWLEDGE AND AGREE THAT THE TERMS OF THE ACCEPTABLE USE POLICY AND ANY OTHER APPLICABLE POLICIES MAY BE PUT INTO EFFECT OR REVISED FROM TIME TO TIME WITH OR WITHOUT NOTICE BY POSTING A NEW VERSION OF THE ACCEPTABLE USE POLICY OR POLICY AS SET FORTH ABOVE. YOU AND OTHER USERS OF THE SERVICE(S) SHOULD CONSULT THE ACCEPTABLE USE POLICY AND ALL POSTED POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION.



Service Limitations.

There are limitations on the Service which may affect our ability to either provide the Service or provide the Service at certain speeds. Some of these limitations are beyond our control. By agreeing to accept the Service and by entering into this Agreement, you assume the risk of these limitations.

a. **Service Disruptions.** The Service is not fail-safe and should not be used in situations requiring fail-safe performance. You assume the risk of interruptions in Service. The Service(s) are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service(s) could lead to severe injury to business, persons, property, or environment (“High Risk Activities”). These High Risk Activities may include, without limitation, vital business, or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities.

b. **Rural Service Provider.** We use our best-efforts to provide the Service. However, due to the rural locations of our customers, it is possible the Service may be unavailable, even for prolonged times. We are not responsible for any outages or the unavailability of the Service. Provider operates the Service in rural conditions, and as such the Service could be subject to extended outages that could last days or weeks. The Service is provided on a best-efforts basis but Provider is not responsible for any outages in the Service. No credit or refund will be given in the event of a Service outage. If you are dissatisfied with the Service because of outages, your sole remedy is to terminate this Agreement upon the giving of 30 days prior written notice to Provider.

c. **Power Outages; Things beyond Provider’s Control.** There are things beyond our control which may affect the Service. We are not responsible if the Service is disrupted or unavailable due to things beyond our control. Things and events beyond Provider’s control may affect the Service, such as power outages and fluctuations in the internet. You acknowledge and understand that the Service does not function in the event of power failure. Should there be an interruption in the power supply, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require you to reset or reconfigure equipment prior to utilizing the Service. Power disruptions will also prevent VOIP dialing to emergency service numbers including the 911 calling feature. PROVIDER DOES NOT AND CANNOT GUARANTEE UNINTERRUPTED USABILITY, QUALITY OR CONNECTIVITY OF SERVICES. CUSTOMER MAY EXPERIENCE INTERMITTENT, PARTIAL OR COMPLETE INTERRUPTION IN USABILITY, QUALITY OR CONNECTIVITY OF THE SERVICES PROVIDED.

d. **Speed Claims and Disclaimers.** We make no warranty or guarantee about Internet speeds. Internet speed depends on a number of variables beyond our control. Actual internet speeds



vary based on the amount of traffic on the Internet, content on a particular website, or by the overall performance and configuration of your computer and/or your local network configuration and performance. Stated speeds and uninterrupted use of service are not guaranteed. Actual speeds will likely be lower than the maximum speeds during peak hours.

e. Third Party Products. We are not responsible for any third party products or services which can also cause disruptions or outages in the Service. Provider is not responsible for any third party products or services, or for problems in the Service caused by your third party products or services. Provider will not contact any third party provider on your behalf.

f. Suspension or Termination. If we disconnect or terminate your Service, your Service will not function until it is restored (which requires payment of past due fees and other charges. Should Provider suspend or terminate your Service, the Service will not function until such time as Provider restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

g. Incompatibility with Other Services. The Service may be incompatible with other equipment and services. We are not responsible for such incompatibility and you assume the risk the Service is incompatible with other equipment and services.

h. Non-Voice Equipment. You acknowledge and understand that the Service is not compatible with certain other equipment, including but not limited to, some home and office security systems that are set up to make automatic phone calls, emergency phones in elevators, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against Provider for interference with or disruption of such systems due to the Service. ii. Certain Broadband, Cable Modem and Other Services. There may also be other services with which our Service may be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Service will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service. h. Security. We do not guarantee the security of the Service or your use of the Internet. The Service utilizes the public internet and third party providers. Provider cannot guarantee the Service is completely secure.

i. Eavesdropping. The Internet is a public place used by numerous people. Some of these people may be able to access and/or monitor your use of the Internet. We are not responsible for such eavesdropping and you assume the risk of such eavesdropping. The public Internet is used by numerous persons or entities including, without limitation, other subscribers to ValleyInternet. As is the case with all shared networks like the public Internet, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able



to access and/or monitor your use of the Internet. If you post, store, transmit, or disseminate any sensitive or confidential information, you do so at your sole risk. NEITHER PROVIDER NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO SUCH ACTIONS BY YOU. You acknowledge that software programs are commercially available that claim to be capable of encryption or anonymization. We make no representation or warranty regarding the effectiveness of these programs.

Voice Over Internet Protocol (VOIP).

We do not prohibit the use of internet telephony (VOIP), but such VOIP service cannot be used exclusively and should not be relied upon for 911 emergency services. There are important limitations relating to VOIP usage in connection the Service. We are not responsible for any failure of your VOIP usage, including such usage for emergency 911 services. PLEASE READ THE INFORMATION BELOW ABOUT 911 DIALING CAREFULLY. BY USING AND PAYING FOR THE SERVICES, YOU ACKNOWLEDGE AND AGREE TO ALL OF THE INFORMATION BELOW REGARDING 911 EMERGENCY DIALING AND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 OR ENHANCED 911 CALLS. AS DESCRIBED HEREIN, THIS 911-TYPE DIALING CURRENTLY IS NOT THE SAME AS TRADITIONAL 911 OR E911 DIALING, AND AT THIS TIME, DOES NOT NECESSARILY INCLUDE ALL OF THE CAPABILITIES OF TRADITIONAL 911 DIALING. Some, but not necessarily all of the differences are described in this Agreement.

a. Routing of 911 Calls. When you dial 911 using the Service, your call may be routed to a different dispatcher than use for traditional 911 dialing. IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOU ARE LOCATED, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. If you move the Equipment to another location, you must register your new physical location. You are responsible to register your physical location.

b. Power Outages and Other Things Affecting 911 Calling. 911 services will not function if the Equipment or other equipment fails or is not configured correctly or if the Service is not functioning for any reason, including, without limitation, a loss of power or power outage, a broadband service outage, or suspension or disconnection of your Service or your broadband service. If there is a power outage, the Service and 911 dialing will not function until power is restored and you may be required to reset or reconfigure the Equipment prior to being able to use your Service, including for 911 purposes.



c. Network Congestion. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks. Provider does not have any control over whether (or the manner in which) calls using the 911 service are answered or addressed by any local emergency response center.

d. DISCLAIMER. PROVIDER DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. PROVIDER DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALL IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. PROVIDER DISCLAIMS ALL LIABILITY FOR ANY SERVICE OUTAGE AND/OR THE INABILITY TO DIAL 911 USING YOUR SERVICE OR TO ACCESS EMERGENCY PERSONNEL DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH IN THIS AGREEMENT. IF CUSTOMER IS NOT COMFORTABLE WITH THE LIMITATIONS OF THE 911 DIALING SERVICE, ARRANGEMENTS SHOULD BE MADE TO HAVE AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES.

System Management.

We only provide technical assistance for our Equipment. We are not responsible for installing, configuring or maintaining your computer, telephone, software, patches or other fixes which may be necessary to use the Service. You are solely responsible for obtaining, installing, configuring and maintaining suitable equipment, including your computer and telephone and software, including any necessary system or software upgrades, patches or other fixes which are or may become necessary to access the Service and to operate your computer. Provider will only provide technical assistance with respect to Equipment provided by Provider.

Content. You are solely responsible for any content you transmit or receive while using the Service. You are liable for all liability that may arise from the content you transmit to any person, whether or not you authorize it, using the Service or the Equipment. You promise that you and anyone who uses the Service and all your and their content comply at all time with all laws, regulations and written and electronic instructions for using the Service and the Equipment.

Customer Representations.

In accepting the Service and entering into this Agreement, you are making material representations, or promises, to us. These representations are a material inducement for us upon which we are relying when we enter into this Agreement and agree to provide the Service. Please read your representations carefully.



- a. You represent and warrant that your primary residence or business address is in the United States. You represent and warrant that you are at least eighteen (18) years of age or, as applicable, the age of majority in the country, state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement.
- b. You represent and warrant that your name, user name, contact information and registered location are true and correct and if for business use, you are authorized to act on behalf of your company. You understand that Provider relies on the information you supply and that providing false or incorrect information may result in Service provisioning and delivery delays, the suspension or termination of your Service and the inability of a 911-dialed call to be correctly routed to emergency service personnel, as explained above.
- c. You agree to promptly notify Provider whenever your personal or billing information changes (including, but not limited to, your name, address, email address, telephone number, and credit card number and expiration date). You agree to be financially responsible for your use of the Service as well as for use of your account by others.
- d. You represent that you may legally enter into this Agreement, have reviewed this Agreement and have read and clearly understand its terms. If you are acting on behalf of a corporation or other entity, you represent that you have full authority to bind that entity and if not you agree to accept personal liability for the account.
- e. You are responsible for all charges incurred by any person you authorize to access your account, or allow to use the Service.
- f. You agree to comply with all applicable laws, rules and regulations in connection with the Service, your use of the Service, this Agreement and the Acceptable Use Policy.
- g. You agree not to reproduce, resell, transfer, trade, sublicense, or exploit for any commercial purposes your subscription to the Service, any portion thereof, or any capabilities or applications enabled by the Service (e.g. VOIP service).

Uncensored Information:

The Internet has lots of obscene, offensive, illegal, and sexually explicit content. We are not responsible for this or for any of the content on the internet. You assume all risk associated with your use of the Service and the internet generally. **USER UNDERSTANDS THAT CONTENT AND MATERIALS ON THE INTERNET ARE CREATED AND MAINTAINED BY THIRD PARTIES AND THAT PORTIONS OF SUCH MATERIALS MAY BE SEXUALLY EXPLICIT, OBSCENE, OFFENSIVE, OR ILLEGAL. IN NO EVENT SHALL PROVIDER BE LIABLE TO ANY PERSON OR ENTITY, EITHER DIRECTLY OR INDIRECTLY, WITH RESPECT TO ANY**



MATERIALS FROM THIRD PARTIES ACCESSED THROUGH THE SERVICES. USER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USER'S USE OF THE SERVICES AND INTERNET GENERALLY. PROVIDER DISCLAIMS ANY AND ALL RESPONSIBILITY FOR CONTENT CONTAINED IN ANY THIRD PARTY MATERIAL PROVIDED THROUGH HYPERLINKS.

Disclaimer of Warranties.

The Service and Equipment is provided on an "AS- IS" basis. While we use our best efforts to provide the Service, we make absolutely no warranties, guarantees, promises or warranties relating to the Service or the Equipment or the suitability of the Service for your intended use. If you are dissatisfied with the Service or if the Service does not meet your needs or expectations, your sole remedy is to terminate this Agreement.

- a. THE SERVICE IS PROVIDED AS-IS AND WITHOUT WARRANTY OF ANY KIND.
- b. PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED.
- c. PROVIDER DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR ANY RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, OR OTHERWISE.
- d. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PROVIDER OF ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.
- e. USER IS ENTIRELY RESPONSIBLE FOR AND ASSUMES ALL RISK FOR THE USE OF THE SERVICE.
- f. PROVIDER DOES NOT WARRANT OR REPRESENT THAT THE SERVICE WILL BE FREE FROM INTERRUPTIONS OR OUTAGES. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE SPEED OF THE SERVICE.



g. USER SHOULD NOT USE THE SERVICE IN HIGH-RISK ACTIVITIES WHERE SUBSTANTIAL DAMAGE COULD RESULT IF AN ERROR OR INTERRUPTION OCCURRED.

h. PROVIDER DOES NOT WARRANT OR REPRESENT THAT IT'S SECURITY PROCEDURES WILL PREVENT THE LOSS OF OR IMPROPER ACCESS TO YOUR DATA.

i. PROVIDER IS NOT RESPONSIBLE FOR TRANSMISSION ERRORS OR CORRUPTION OR SECURITY OF INFORMATION CARRIED OVER OR THROUGH TELECOMMUNICATIONS LINES OR OTHER TELECOMMUNICATIONS TECHNOLOGY.

Limitation of Provider's Liability.

There are many reasons why the Service may be disrupted, unavailable or offline. Many of these reasons relate to third parties and other events completely beyond our control. We are not responsible for service disruptions or outages, even if we were the cause of the disruption. Provider shall not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, that is caused by any of the following: (i) Act or omission of an underlying carrier, service provider, vendor or other third party; (ii) equipment, network or facility failure; (iii) equipment, network or facility upgrade or modification; (iv) force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions; (v) equipment, network or facility shortage; (vi) equipment or facility relocation; (vii) service, equipment, network or facility failure caused by the loss of power to you; (viii) outage of your ISP or broadband service provider; (ix) act or omission of you or any person using the Service or Device provided to you; or (x) any other cause that is beyond Provider's control, including without limitation a failure of or defect in any Equipment, the failure of an incoming or outgoing communication, the inability of communications (including without limitation 911 dialing) to be connected or completed. Further, Provider shall not be liable to you or others for any damages arising from the content of any data transmission, communication or message transmitted to or received by you (whether read or unread, solicited or unsolicited), or losses resulting from any goods or service purchased or messages received or transactions entered into through the Service.

Customer's Exclusive Remedies.

You cannot sue us for any reason. Even if you could, in no event will our liability exceed the Service charge for the applicable plan period. If you are dissatisfied with the Service or feel we have breached this Agreement, your sole remedy is to terminate the Service. CUSTOMER'S SOLE AND EXCLUSIVE RIGHT AND REMEDY FOR BREACH OF THIS AGREEMENT IS TO TERMINATE THIS AGREEMENT. Notwithstanding the foregoing: Provider's aggregate liability for (i) any failure or mistake; (ii) any claim with respect to Provider's performance or nonperformance hereunder or (iii) any act or omission in connection with the subject matter hereof shall in no event exceed Service charges with respect to the affected time period.



NOTWITHSTANDING THE FOREGOING, PROVIDER'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF PROVIDER RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY PROVIDER'S INTENTIONAL MISCONDUCT OR RECKLESSNESS. EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF PROVIDER'S WILLFUL OR INTENTIONAL MISCONDUCT, YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. PROVIDER AND OUR EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT. EXCEPT AS PROVIDED ABOVE, IN NO EVENT SHALL PROVIDER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING INABILITY TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE SERVICE. THE DISCLAIMER AND LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT PROVIDER WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

Dispute Resolution.

By accepting the Service and entering into this Agreement, you are giving up your right to have your case litigated in a court and you are giving up your right to a jury trial. You agree that any dispute will be resolved by private, binding arbitration in Solano County, California.

a. **Mandatory Arbitration.** Instead of suing in court, you agree that any claim that has not be resolved after our good faith negotiation must be submitted to final, binding arbitration in Solano County, California (or such other location as the parties may mutually agree). This agreement to arbitrate extends to claims that you assert against other parties, if you also assert claims against us in the same proceeding. An arbitrator may only award as much relief as a court having jurisdiction in the place of arbitration, limited to the same extent that a court would limit such relief and consistent with the provisions of this Agreement. An arbitrator may order injunctive or declaratory relief (so long as that injunctive or declaratory relief does not apply beyond your dealings with us) or summary judgment under applicable law. You will pay your share of the arbitrator's fees. You and we agree to pay our own other fees, costs and expenses including



those for counsel, experts, and witnesses. "NOTICE": BY ENTERING INTO THIS AGREEMENT YOU ARE AGREEING TO HAVE ANY DISPUTE DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION, YOU MAY BE COMPELLED TO ARBITRATE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. ALL PARTIES HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES TO NEUTRAL ARBITRATION.

b. Exceptions to Mandatory Arbitration. Notwithstanding the obligation to arbitrate and any other provisions to the contrary herein, you and we agree that with respect to claims for unpaid invoices: (i) we may take our dispute to small claims court, if the contained dispute qualifies for hearing by such court; (ii) if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement; (iii) you or we may take any disputes over the validity of any party's intellectual property rights to a court of competent jurisdiction; (iv) any dispute related to or arising from allegations associated with fraudulent or unauthorized use, theft, or piracy of service may be brought in a court of competent jurisdiction; and (v) either you or we may seek any interim or preliminary relief from a court of competent jurisdiction, necessary to protect the rights or property of you or Provider, pending the completion of arbitration.

c. No Class Action. By accepting the Service and entering into this Agreement, you are giving up the right to bring or participate in a class action lawsuit against us. Neither you nor we may be a representative of other potential claimants or a class of potential claimants in any dispute, nor may two or more individuals' disputes be consolidated or otherwise determined in one proceeding. While the prohibition on consolidated or class-wide proceedings in this Agreement will continue to apply if you fail to timely pay amounts due, we may assign your account for collection and the collection agency may pursue such claims in court limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement.



Additional Terms.

a. Severability. If any provision of this Agreement or the application of any provision to any person or circumstance shall be held invalid, the remainder of this Agreement or the application of the provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

b. Time of the Essence. All dates and times in this Agreement are of the essence.

c. Interpretation. This Agreement will not be construed for nor against any party, and no presumption or burden of proof or persuasion shall be implied by virtue of the fact this Agreement was prepared by or at the request of any party.

d. Acts Beyond Provider's Control. Neither you nor we will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond our reasonable control, except that you must pay for any Services used.

e. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of California without regard for conflict of law principles.

f. Venue. Any arbitration or lawsuit must occur in Solano County, California, unless the parties mutually agree to a different venue.

g. No Third Party Beneficiaries. Nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any persons or entities other than Customer and Provider.

h. Assignment. Provider can assign all or part of our rights or duties under this Agreement without notifying you, and without such assignment being considered a change to the Agreement. In such cases, Provider will have no further obligations to you. You may not assign this Agreement or the Services under any circumstances without our prior written consent. Subject to these restrictions, this Agreement will bind the heirs, successors, and assigns of the respective parties, who will receive its benefits.

i. Complete Agreement. This Agreement constitutes the complete and exclusive statement of agreement among the parties with respect to the subject matter herein and replaces and



supersedes all prior written and oral agreements or statements by and among the parties. No representation, statement, condition or warranty not contained in this Agreement will be binding on the parties or have any force or effect whatsoever.

j. Amendments; Modifications. Except as provided in Section 7, any and all amendments or modifications to this Agreement will be in writing and signed by all parties. Any other attempted amendment or modification will be void.

k. Waiver. All waivers must be in writing and signed by the waiving party.

Provider's failure to enforce any provision of this Agreement will not be a waiver and will not prevent Provider from enforcing that provision or any other provision of this Agreement.

BY USING THE SERVICE, YOU AGREE TO TERMS AND CONDITIONS OF THIS AGREEMENT AND THE ATTACHED ACCEPTABLE USE POLICY.



ACCEPTABLE USE POLICY

Provider reserves the right in its sole discretion to remove any content for any reason, including but not limited to, your violation of any laws or the terms and conditions of this Acceptable Use Policy. The Acceptable Use Policy below describes certain actions relating to the content and operation of a website on or other use of the Service which Provider considers to be inappropriate and thus prohibited.

The examples identified in this list are provided as examples only for your guidance. If you are unsure whether any contemplated use or action is permitted, please contact Provider.

Provider's right to remove inappropriate content under this Policy shall place an obligation on Provider to monitor or exert editorial control over any website operated by User or monitoring by Provider of User's other uses of the Service.

Actions which Provider considers inappropriate and grounds for removal of offending material, termination of access to the website or other interruption of the service include, but are not limited to, the following:

You may not use the Service in a manner, as deemed by the Provider in its sole discretion, to be of excessive bandwidth utilization, and/or that might be interfering with other users from being able to use and/or enjoy the Service;

You may not use the Service in a manner that takes part of any peer-to-peer file sharing;

You may not use the Service or website to sell any goods or services that are unlawful in the location at which the content is posted or received or the goods or services delivered;

You may not use the Service or website to post any content that is obscene, lewd, lascivious, pornographic, contains nudity or sexual acts, excessively violent, harassing, or otherwise objectionable;

You may not use the Service or website to post any content that advocates, promotes or otherwise encourages violence against any governments, organizations, groups or individuals or which provides instruction, information, or assistance in causing or carrying out such violence;



You may not use the Service or website to post any content that holds Provider (including affiliates), employees or shareholders up to public scorn or ridicule or would in any way damage or impair Provider's reputation or goodwill;

You may not use the Service or website to post any content that violates any copyrights, patents, trademarks, trade secrets, or other intellectual property rights of others; Failing to obtain all required permissions when using the Service or website to receive, upload, download, display, distribute, or execute programs or perform other works protected by intellectual property laws including copyright and patent laws;

You may not delete or alter author attributes, copyright notices, or other copyright management information, unless expressly permitted in writing by the author or owner;

You may not use the Service in a tortuous manner, including the posting of libelous, defamatory, scandalous, threatening, harassing or private information without the permission of the person(s) involved, or posting content that is likely to cause emotional distress; or Introducing viruses, worms, Trojan horses, or other harmful code on the Internet.

You may not resell the Service and/or otherwise extending the Service, for a free or not, beyond the User's household. For the purpose of this Agreement, a rental unit is considered a separate Household.

Provider may revise in its sole discretion this Acceptable Use Policy, without prior notice. Any such changes shall be posted by Provider on its Website at <https://www.valleyinternet.com>

User shall be responsible for periodically reviewing the online Acceptable Use Policy to apprise itself of any changes thereto. User agrees to be bound by all such changes.

**Phone**

Telephone: (707) 422-1200

Mailing Address

4160 Suisun Valley RD. E-712
Fairfield, CA 94534

E-mail

New Service: newservice@valley.email

Support: support@valley.email

Billing: billing@valley.email

Service Hours

Monday-Friday: 9am - 5pm PDT

Saturday: Closed

Sunday: Closed

Support Hours

Monday-Friday: 7am - 6pm PDT

Tech team available after hours for emergencies

Billing Hours

Monday - Friday: 9am - 2pm PDT

Saturday: Closed

Sunday: Closed