

**ADAK CABLEVISION, LLC.**

**Terms and Conditions**

This is an agreement between. (ACV) ADAK CABLEVISION and you ("User") to provide IPTV SERVICE. The terms of this agreement apply to IPTV. By establishing an account or using the service or equipment, you agree to be bound by this Agreement and to use the service in compliance with ACV's terms and conditions. This agreement, and the service furnished hereunder **cannot be sold, assigned, or subletted.**

**TERMS OF THE AGREEMENT:** The initial term of this agreement for residential service is on a month-to-month basis. Your activation date is three days after your account is provisioned OR on the first day you connect to your service, whichever is earlier. All charges are billed monthly. ACV reserves the right to change rates at any time. Failure to pay when due will result in suspension or discontinuance of service. Reconnect fees include the installation fee, work order fee and the outstanding balance. **Customers may not resell THE SET TOP BOX or the Remote Control**

**SET TOP BOX INSTALLATION:** ACV will provide you with a **SET TOP BOX**. If either party terminates the relationship (you or ACV) before the activation date, or if the **SET TOP BOX and/or Remote** is found to be damaged or faulty, you must return the **SET TOP BOX** with all its original packaging to ACV. (Within 24 hours after initial, install) Failure to do so will result in a one-time equipment fee of **\$344.00** for damage or loss to our equipment. You are solely responsible for the care of the **SET TOP BOX**. ACV and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to, loss of or destruction of any **SET TOP BOX** once it is in your care. You assume full responsibility for impacts to or loss of the **SET TOP BOX**. You acknowledge that this is a fixed-location service for one (1) **SET TOP BOX**. Moving to another location will require the service to be re-provisioned at the new location. This may result in substantial interruption of the service and will result in fees associated with cancellation and setting up a new account. Early termination charges will apply even if the cancellation is for reasons of a move to another location. ACV does not represent or warrant installations by you or a third party chosen by you that would enable you to successfully access, operate or use the services, nor that such installation will not cause damage to the **SET TOP BOX**. ACV will make its best effort to provide the service. Because of the availability and the underlying infrastructure, it may not be possible to provide the service to everyone. In its sole discretion, ACV may cancel the installation process and refund any money that you have prepaid. ACV will notify you of its intent to cancel as soon as reasonably possible. ACV shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or claims arising out of its failure or refusal to complete the installation or provide the service.

**ENFORCEMENT OF TERMS AND CONDITIONS:** ACV reserves the right to change IPTV Channel lineup at any time without prior notice. Violations of **SET TOP BOX** security may result in civil or criminal liability. ACV will investigate occurrences, which may involve such violations and may involve, and cooperate with law enforcement authorities in prosecuting Users who are involved in such violations.

**Suspension/Termination:** Any User, which ACV determines to have violated any element of the terms and conditions, may be subjected to a suspension or termination of services. ACV may take such further action as ACV determines to be appropriate under the circumstances to eliminate or preclude repeat violations. ACV shall not be liable for any damages of any nature suffered by any customer, User, or third party.

**General Provisions:** User agrees to pay all required regulation fees, and any local, state, or federal taxes imposed or levied. ACV reserves the right to charge a service charge when User requests a modification of service to an existing account. User grants to ACV the right to enter upon or over the premises at the User's address at any time during regular business hours (after regular working hours with customer's consent) for rented equipment. If the User at any time requests relocation of the service then a wire relocation fee based upon actual time and materials required completing the relocation will apply. Monthly service charges not paid within 45 days of date billed will be subject to a disconnection without notice. There is a reconnection fee for services reconnected without notice. There is a reconnection fee for services reconnected due to non-pay disconnection. In the event, efforts are made by ACV to enforce any of the terms of this agreement, then ACV shall be entitled to recover ACV's attorney's fees from User, even if an action is not instituted or as the Court may rule as reasonable attorney's fees at trial, or on appeal of such suit, or action in addition to all other sums provided by law. All actions relating to this agreement shall be construed under the laws of the State of Alaska. User agrees that revisions to the terms and conditions are binding on the User and the User has the option to opt out of the revised terms and conditions by discontinuing service should the User choose to do so by giving the appropriate notice of their desire to discontinue service.

**Miscellaneous:** These terms and conditions constitute the entire agreement between you and ACV with respect to your use of the service. ACV may revise, amend, or modify the terms and conditions at any time and in any manner. Notice of any revisions, amendment, or modifications will be posted on Adak Telephone Utility's website under the "CABLEVISION" tab at **www.adaktu.net** .

If you are less than 18 years of age, a parent or legal guardian is responsible for all charges and bears all liability related to the use of the service accounts and must accept the agreement. By accepting this agreement, the parent or legal guardian recognizes that ACV does not control content or subject matter of data or other information available on the IPTV, and agrees to supervise any access to the IPTV by minors.

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
ACCOUNT HOLDER(S) SIGNATURE

\_\_\_\_\_  
DATE

## Windy City Cellular Terms and Conditions

By accepting wireless service with us (WCC) you agree to be bound by these terms and conditions (our "Agreement"). Our Agreement covers topics such as how long the Agreement lasts, fees for early termination and late payments, our rights to change certain terms of your wireless service, limitations on liability, your privacy rights, and settlement of disputes by arbitration instead of in court. **You agree that this Agreement will apply to all your wireless services with us. You may change your calling plan to another WCC plan currently offered by us, and the new plan's rates and conditions will take effect the first day of the next billing cycle.** If you change your calling plan or service in the future, you may be subject to new terms and conditions, including a new minimum term. You understand that terms marked with an "\*\*\*\*" continue to apply even after our Agreement ends.

**\*\*\*\*Legal Capacity; Accepting our Agreement:** You represent that you're at least 18 years old and have the legal capacity to enter into and be bound by this agreement. If you are entering this Agreement on behalf of an organization, you represent that you have authority to bind it, and "you" includes the organization. You accept our Agreement when you do any of the following: (a) sign the Agreement on paper or electronically; (b) accept the Agreement through an oral or electronic statement; (c) use our wireless voice or (d) pay for our services.

**Your Wireless Phone and Service:** Your wireless phone is any device you use to receive our wireless voice service. We may change your phone's software, applications, or programming remotely and without notice. This could affect data you've stored on, or the way your program or use your phone. Your phone may also be "locked" by software that restricts its use on other networks; even your phone isn't in range of our transmission sites. Even without our coverage area, you understand that there are many factors, including system capacity limitations, modifications, repairs, weather terrain, obstacles, (such as buildings or foliage) and other factors, that may result in gaps or interruptions in service or affect quality of service. Our coverage area maps do not guarantee you service at any specific location and they may change without notice.

**\*\*\*\*Term of Agreement; Early Termination Charges:** If you have signed a term agreement with WCC, you agree to maintain service with us for the minimum term in that agreement. An early termination fee of \$10.00 per month for the months remaining in our Agreement, not to exceed \$175 for a 24-month period, will apply if you choose to end your service early, or if we terminate it early for good cause, before you complete the minimum term. Even if you end your service, you'll remain responsible for all fees and charges incurred on your device.

**\*\*We will charge whatever monthly fees the customer signed up for as well as the \$10.00 - whenever a breach of contract occurs. This included disconnection due to non-payment. Verified w/Andilea Weaver 8-11-09**

**\*\*\*\*Your Calling Plan, Usage Charges, Fees and Taxes; Our Rights:** The calling plan selected by you is part of our Agreement. Your calling plan specifies your monthly service allowances and features, the coverage areas in which those allowances and features may be used, and the recurring access and pay-per-use charges associated with those allowances and features, all as described in the calling plan materials made available to you at the time you accepted this agreement, and which are part of our agreement. To the extent any condition in your calling plan expressly conflicts with this Agreement, your calling plan will govern. You agree to pay all access, usage, and other charges, surcharges, fees and taxes that we bill you or that the user of your wireless phone incurs, even if you weren't the user of your wireless phone and didn't authorize its use. These may include Federal Universal Service charges, and may also include other regulatory or administrative charges or surcharges related to our government costs, in addition to your calling plan monthly charges. The amounts and what's included are subject to change. We may not always give advance notice of changes to these items. You may have to pay additional fees to begin service or reconnect suspended or terminated service under your plan. Depending on your calling plan, usage charges, including airtime, long distance and roaming, may apply and may vary depending on where, when and how you make or receive calls. We charge airtime for almost all calls, including toll-free and operator-assisted calls. We round up any fraction of a minute of use to the next full minute. From time to time, airtime charges may be delayed. Delayed airtime charges will then be added to a subsequent month's bill. Additional features and services such as operator or directory assistance, Voice Mail, Text Messaging, may have additional charges. **Your service is subject to our business policies and procedures (including our Appropriate Use Policy) and may change without notice. Unless prohibited by law, we may also change prices and any other terms of our Agreement by providing you notice prior to the billing period in which the changes will go into effect. If you choose to use your wireless service after notice of the changes, you're accepting the changes.**

**\*\*\*\*Your Bill:** Your bill is our notice to you of our fees, charges and other important information. We bill access fees and some other charges in advance and usage charges after calls are made or received. Your bill reflects the fees and charges in effect under your application calling plan. You can dispute your bill, but only if you notify us of the dispute in writing within 45 days of us sending you your bill. Unless otherwise provided by law, you must still pay any disputed charges until the dispute is resolved. We may charge a fee for bill reprints.

**\*\*\*\*Payments, Deposits, Credit Cards, and Checks:** If we do not receive payment in full by the due date stated on your bill, to the extent permitted by law, we may charge you a late fee up to 1.5 percent a month (18 month annually) on unpaid balances. We may file a collection action in court to collect any amounts past due. We may also charge you for any collection agency costs and reasonable attorney's fees. We may at any time require you to provide updated credit information, make an advance deposit, or increase your deposit. We can apply deposits, payments or prepayments in any order to any amounts you owe us on your account. You can't use a deposit to pay any bill unless we agree.

Deposits are returned after your service ends, after deducting any outstanding charges owed to you. We do not pay any interest on deposits, and we do not refund final credit balances of less than \$10.00. We may also charge you a declined payment charge on any returned payment.

**If Your Wireless Phone is Lost or Stolen:** If your wireless phone is lost or stolen you must notify use immediately, so that we can suspend your service for your protections. If your bill shows charges to your phone after the loss but before you reported it to us, you are responsible for those charges.

**Our Rights to Limit of End Service or This Agreement:** You may not resell our service to someone else. **We can, without notice, limit, suspend, or terminate your service or our Agreement with you for this or any other good cause,** including, but not limited to: (i) if you: (a) breach this agreement; (b) pay late more than once in any 12 months; (c) provide incorrect credit information; (d) become insolvent or go bankrupt; or (e) lie to us; or (ii) if you, any user of your phone, or any other authorized contract on your account; (a) threatens, harasses or commits violence against our representatives, or used vulgar and/or inappropriate language towards our representatives; (b) steals from us; (b) damages or interferes with our operations; (d) "spams," or engages in other abusive messaging, calling or data transfers; (e) tampers with or modifies your phone from its manufacturer's specifications, applications, or software; (f) uses the service or phone in a way that is illegal, consumes excessive system resources or otherwise adversely affects our network or other customers, or (g) violates our business policies and procedures. We can also temporarily limit your service for any operational or governmental reason. If you file for bankruptcy, our rights to limit, suspend, or end your service or our Agreement with you will be governed by bankruptcy law.

**Disclaimer of Warranties:** We make no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose concerning your service or your wireless phone. We make no warranty as to areas of coverage and we don't promise uninterrupted or error-free service. We authorize no one, including our employees or agents, to make any warranties on our behalf.

**Waivers and Limitations of Liability:** To the extent permitted by law, our liability for monetary damages for any claims you may have against us is limited to no more than the pro-rates amount of service charges we bill you for the period your service is interrupted, except that we shall have no liability for any loss of service that lasts less than 24 continuous hours. Under no circumstances are we liable to you for any indirect, consequential, incidental, punitive or special damages of any nature whatsoever arising out of or related to providing or failing to provide services, including, but not limited to your lost profits, loss of business, or cost of replacement products or services. This limitation applies regardless of the theory of liability, whether fraud, misrepresentation, breach of contract, tort, personal injury, products liability, or any other theory. These limitations also apply to any claims you may bring against our suppliers or licensors, to the extent we would be required to indemnify the supplier or licensor for your claim. You also agree we aren't liable for any losses due to missed or deleted voice mails or text messages, even if you've saved them, or for any other information or data that may be modified, lost or deleted in any cause. You agree to indemnify us for any claim resulting from your use or misuse of our services, unless caused by negligence or other fault of WCC.

**Dispute Resolution and Mandatory Arbitration:** We agree to settle all disputes between us by binding arbitration. Before taking any action, however, you agree to notify us (and we agree to notify you) in writing of the nature of the dispute at least 45 days before initiating binding arbitration. We will attempt to resolve our dispute informally. Any dispute between us that cannot be resolved after 45 days will be finally resolved by a single neutral arbitrator in accordance with the Revised Uniform Arbitration Act of the State of Alaska. You understand that there is no judge or jury in an arbitration, and you will have no right to either. Each party must be individually named in an arbitration. Our Agreement does not permit arbitrations on behalf of a class. If for any reason this prohibition on class arbitrations is held invalid or unenforceable, our agreement to arbitrate will no longer apply to class actions and they must be brought in court. In that event all parties, including you, agree to waive any right to a jury trial. Costs of arbitrations shall be paid in accordance with the arbitrator's final decision.

**\*\*\*About this Agreement:** A waiver of any party of this Agreement in one or more instances isn't a waiver of any part or any other instance. You can't assign this Agreement or any of your rights or duties under it. We may assign all or part of this Agreement or your debts to us without notice, and you agree to make all subsequent payments as instructed. We agree that we may provide notice to you by one or more of the following methods: mail addressed to your most recent billing address, including bill messages or inserts, email fax, voice or text messages and phone calls to your contact numbers listed on your account, and by posting information on our website or in newspapers in appropriate situations. You agree to provide notice to us by writing to the WCC address on your most recent bill. If any part of this Agreement is held invalid, that part may be severed from this Agreement and the remainder shall remain in effect so far as possible. This Agreement and the documents referenced in it, form the entire Agreement between us in regard to your Wireless Service. You can't rely on any other documents or oral or written statements of our sales or service representatives or agents, and you have no other rights with respect to service or this Agreement, except as specifically provided in this Agreement or as required by law. This Agreement and any disputed covered by it are governed by the laws of the State of Alaska, without regard to its conflicts of law rules.

**\*\*\*Your Customer Proprietary Network Information "CPNI":** Under federal law, you have the right and we have the duty, to protect the confidentiality of certain personal information that we obtain solely by virtue of providing your telecommunications services. This information, called CPNI, includes information that relates to the quality, technical configuration, type, destination, locations, and amount of your use of our service and related information in your bills. It does not include your name, address or telephone number. We may use your CPNI to provide or market our wireless products and services to you, to protect WCC's rights or property, to provide information to emergency personnel, and to protect you or others from fraudulent, abusive, or unlawful use of our services. We also may use your CPNI to comply with any law or legal process (such as in court order or subpoena). **In addition, with your explicit "opt in" consent, we may use your CPNI to market additional service to you, either on our own or with their parties. Your "opt in"**

**consent remains in effect unless withdrawn or revoked by you, with you can do at any time by contacting us at 1-888-328-4222.  
Your choice to grant or withdraw your consent will not affect the status of any services you currently have with WCC.**

**CUSTOMER INITIAL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **WINDY CITY BROADBAND**

### **Terms and Conditions**

This is an agreement between Adak Eagle Enterprises LLC. (AEE) Windy City and you ("User") to provide BROADBAND Internet Access ("the Service"). The terms of this agreement apply to broadband Internet access. By establishing an account or using the service or equipment, you agree to be bound by this Agreement and to use the service in compliance with AEE's terms and conditions. This agreement, and the service furnished hereunder cannot be sold, assigned, or sublet. AEE has accounts designed for commercial businesses and User agrees to apply for a business account if User intends to conduct business through Windy City's Internet service.

**Terms of the Agreement:** The initial term of this agreement for Residential and Business accounts is on a month-to-month basis, Dedicated Business Packages are subject to a 3 year contract with monthly billing and will renew automatically without notice. If a Dedicated Business Package agreement is terminated before the contract period is expired, AEE will immediately bill 50% of the remaining balance to fulfill the 3 year agreement. Your activation date is three days after your account is provisioned OR on the first day you connect to your service, whichever is earlier. The agreement will continue on a month-to-month basis. All charges are billed monthly. AEE reserves the right to change rates at any time. Failure to pay when due will result in suspension or discontinuance of service and possibly loss of stored data in the server. A service fee to reactivate will be required. Customers may not resell Internet services including Internet access, bandwidth, web space, E-mail, or any other feature without the express written permission of AEE.

**Broadband Internet Service Installation:** AEE will provide you with a user kit. Contents of the kit may change from time to time. If the relationship is terminated by either party (you or AEE) before the activation date, or if the line is found to be un-provisional, you must return the full kit with all its original packaging to AEE. Failure to do so will result in a one-time equipment fee. If you choose to cancel the account after the activation date, you will be charged for the installation and/or setup charges. You must also return the full kit with all of its original packaging to AEE. Failure to do so will result in a one-time equipment fee. The installation, use, inspection, maintenance, repair, and removal of the equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all of your existing computer files and data. AEE and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any hardware, software, files, data, or peripherals. You assume responsibility for impacts to or loss of any warranty associated with the opening of your computer for installation of an internal card (such as a Network Interface Card). You acknowledge that this is a fixed-location service for one personal computer only. Moving to another location will require the service to be re-provisioned at the new location. This may result in substantial interruption of the service and will result in fees associated with cancellation and setting up a new account. Early termination charges will apply even if the cancellation is for reasons of a move to another location. AEE does not represent or warrant that installation by you or a third party chosen by you will enable you to successfully access, operate or use the services, nor that such installation will not cause damage to your computer, data, software, files, or peripherals. In addition, AEE shall have no liability whatsoever for any damage, or for the failure to properly install, access, use, or operate that equipment or services because of your installation. The foregoing limitation of liability is in addition to and shall in no way be construed to limit any and all limitations of liability set forth elsewhere in this agreement. AEE will make its best effort to provide the service. Because of the complex nature of broadband services, availability, and the underlying infrastructure, it may not be possible to provide the service to everyone. In its sole discretion, AEE may cancel the installation process and refund any money that you have prepaid. AEE will notify you of its intent to cancel as soon as reasonably possible. AEE shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the service. Customers may NOT re-transmit this broadband Internet service or make the service available to anyone outside the premises (i.e. wi-fi or other methods of networking). PROXY Servers are NOT allowed under residential broadband modem accounts. Customers who attempt to connect more than one machine to a given broadband modem via proxy of any type (WinProxy, WinGate, etc.) without paying for additional IP's will have their services disconnected.

**ENFORCEMENT OF TERMS AND CONDITIONS :** Upon registration, you will receive a username, password, and account designation. You are solely responsible for use of the service. You must keep your password confidential so that no one else may access the services through your account. You must notify AEE immediately upon discovering any unauthorized use of your account. We will suspend your access or change your access to the Service immediately upon notification by you that your password has been lost, stolen or otherwise compromised. Unless you purchase a Static IP, you will be allocated a Dynamic IP address. AEE reserves the right to timeout inactive connections. Technical support may be limited to AEE broadband provided services, software and/or unmodified hardware. E-mail accounts exceeding 25MB (Res)/30MB (Bus) in size may be inactivated until you reduce the size of the mail being stored. Bandwidth usage exceeding the package allotment for your plan, as shown in the rate sheet for that plan, is considered to be more than normal usage.. AEE will charge an additional amount per MB over the allotted amount of downloading and uploading usage. AEE reserves the right to change limits at any time without prior notice.

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

**Broadband System & Network Security:** Users are prohibited from violating or attempting to violate the security of the AEE Network and services, including, without limitation, (a) accessing data not intended for such User or logging into a server or account for which such User is not authorized to access, (b) impersonation of AEE personnel, (c) hacking or attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (d) attempting to interfere with, disrupt or disable service to any User, host or network including, without limitation, via a means of overloading, flooding, mail bombing, denial of service attacks or crashing, (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting, (f) attempting to utilize another User's account name or persona without authorization from that User. Users are also prohibited from attempting any action designed to circumvent or alter any method of measuring of billing for broadband services. Violations of system or network security may result in civil or criminal liability. AEE will investigate occurrences which may involve such violations and may involve, and cooperate with law enforcement authorities in prosecuting Users who are involved in such violations.

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

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

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

**Harmful content:** Users shall not use the AEE Network and services to transmit, distribute or store material that contains a virus, worm, Trojan horse, or other component harmful to the AEE Network and services, any other network or equipment or other Users. We make no representation or warranty that any software installed on your home computer or which may download from the Internet, any on-line service provider (other than us) does not contain any virus or other damaging or destructive attribute. If at any time your home equipment adversely affects AEE's network, AEE reserves the right to disconnect your connection until the problem is fixed.

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

**Suspension/Termination:** Any User which AEE determines to have violated any element of the terms and conditions may be subject to a suspension or termination of services, and if AEE deems it necessary, immediate suspension or termination of such User's service without notice. AEE may take such further action as AEE determines to be appropriate under the circumstances to eliminate or preclude repeat violations, and AEE shall not be liable for any damages of any nature suffered by any customer, User or any third party resulting in whole or in part from AEE's exercise of its rights under this paragraph.

**General Provisions:** User acknowledges the variety of subject matter and content found on the Internet or World Wide Web, and that it is User's responsibility to determine its suitability for members of User's household or business and that some content may not be suitable for viewing by children. User agrees to hold AEE harmless for liability resulting from the subject matter or content found on the Internet or World Wide Web. User agrees to pay all required regulation fees, and any local, state or federal taxes imposed or levied. AEE reserves the right to charge a service charge when User requests a modification of service to an existing account. User grants to AEE the right to enter upon or over the premises at the User's address at any time during regular business hours (after regular working hours with customer's consent) for the purpose of connecting the service, inspecting, adjusting, repairing, moving or removing rented equipment. If User at any time requests relocation of the service then a wire relocation fee based upon actual time and materials required to complete the relocation will apply. AEE is not responsible for the operation, maintenance, service or repair of User owned equipment or software including but not limited to PC workstations, printers, operating systems, application software, hubs, modems, routers, and local area or wide area networks used in conjunction with the services provided. AEE does not warrant files or data against loss or deletion even if kept on AEE servers. Best efforts will be maintained to maintain server files and backup capabilities. It is up to the User to ensure proper archiving and integrity of their data. Monthly service charges not paid within 45 days of date billed will be subject to disconnection without notice. There is a reconnection fee for services reconnected due to non-pay disconnection. AEE reserves the right to delete files on its servers from disconnected user accounts. Web page files, file storage, and emails may be deleted after disconnection and may not be available on reconnected accounts. In the event efforts are made by AEE to enforce any of the terms of this agreement, then AEE shall be entitled to recover AEE's attorney's fees from User, even if an action is not instituted or as the Court may adjudge reasonable as attorney's fees at trial, or on appeal of such suit, or action in addition to all other sums provided by law. User agrees not to duplicate, reproduce, or use AEE graphics for any purpose. In the event that AEE discovers that User is using said graphics, access will be immediately disconnected. All actions relating to this agreement shall be construed under the laws of the State of Alaska. User agrees that revisions to the terms and conditions are binding on the User and the User has the option to opt out of the revised terms and conditions by discontinuing service should the User choose to do so by giving the appropriate notice of the desire to discontinue service.

## Miscellaneous

These terms and conditions constitute the entire agreement between you and AEE with respect to your use of the service. AEE may revise, amend, or modify the terms and conditions at any time and in any manner. Notice of any revisions, amendment, or modifications will be posted on Adak Telephone Utility's website under the "Windy City" tab ([www.adaktu.net](http://www.adaktu.net)) and/or on your start up pages and/or by e-mail and/or in our various publications and mailings to you. By continuing to receive Internet service from AEE, you are indicating your acceptance of these terms and conditions.

If you are less than 18 years of age, the agreement must be accepted by a parent or legal guardian who is responsible for all charges and bears all liability related to the use of the service accounts. By accepting this agreement, the parent or legal guardian recognizes that AEE does not control content or subject matter of data or other information available on the Internet, and agrees to supervise any access to the Internet by minors.

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PRINTED NAME

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ACCOUNT HOLDER(S) SIGNATURE

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DATE