



Oki Communications, LLC
109 N. Public Square
Browning, MT 59417
338-3222

Oki User Agreement

1. Terms and Conditions for Internet Access Services.

A. This agreement represents the complete agreement and understanding between Oki Communications, LLC (Oki) and Customer and supersedes any other written or oral agreement. Upon notice published on-line via Oki, Oki may change these terms and conditions, and/or change the prices charged for these services, and/or discontinue or change the services offered.

B. We will not enable Customer's Internet access account until customer signs this form and acknowledges acceptance of these terms. If Customer is under 18 years of age this form must be signed, dated and returned by customers' parent or legal guardian before the account will be activated.

2. Account and agreement term.

A. This agreement shall remain in effect until Customer terminates his/her account or Oki terminates Customer's account. Oki may occasionally require new registration and account information by Customer to continue this service. In addition, Customer shall notify Oki in writing or by email of any changes in the account information, such as address or phone number.

B. Oki reserves the right to change the terms and conditions by notifying Customer in writing or by email at least 30 days in advance of the effective date of the change. Use by Customer after the effective date constitutes acceptance of the new terms and conditions. If Customer does not agree to the new terms and conditions, Customer may cancel this agreement at any time by giving Oki proper written notice in accordance with the terms and conditions stated herein (see 3.G.).

C. Oki reserves the right to suspend an account at any time for any reason. If an account is suspended for reasons other than non-payment Customer will be notified of the reason(s) by certified mail. Customer then has ten business days to respond in writing. If Customer does not respond within ten business days, Customer's account will be terminated.

D. Oki also reserves the right to terminate an account at any time for any reason. Customer will receive a refund for any prepaid but unused time.

3. Billing/Terms/Termination.

A. Oki will bill Customer monthly subscription and connection fees as set forth in Oki's current rate schedule. Oki may modify this schedule upon 30 days notice in writing or by email to Customer.

B. The Oki accounting period is one month and begins on the first day of the month. Customer must notify Oki at least 15 working days before the next payment is due if Customer wishes to change the method of payment. Customer must complete an official Oki change order document if Customer wishes to change type of account.

C. Service payments will be submitted in advance of receiving services. Services started after the first of the month (partial month) will be included in the next month's invoice on a prorated basis.

D. Pursuant to the Montana Code Title 27 Chapter 1-717, a **person who writes a check that is returned from the bank for insufficient funds, or stops payment on a check is liable for a service charge of \$30, or (if a civil action takes place) \$30 plus the greater of: \$100 or three times the amount of the check, limited to a maximum of \$500.**

E. Delinquent accounts are those that remain unpaid at the beginning of the next accounting cycle.

F. Accounts that are delinquent by 14 days will be charged a \$5.00 late fee. Accounts that are delinquent by 44 days will be put on "accounting hold" and may not be used and



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will automatically have their files archived. In order to remove accounts from accounting hold status, there is a service reconnection charge of \$15.

G. Termination requests for Oki accounts must be received in writing **by official Oki change order document** (can be found online at www.okicomm.com or picked up in office) and sent via email attachment (support@okicommunications.com), fax (406-338-5393), or postal service (PO Box 1049, Browning, MT 59417) or delivered to Oki's main office at 109 N. Public Square, Browning. Accounts will be terminated within 5 working days after the receipt of such requests. Customer will receive a refund for any prepaid access time not yet used.

H. Customer is responsible for all fees up to the date of termination of the service, except where Oki is unable to provide services under this agreement through its own negligence.

I. Fees will continue until customer returns equipment, or an Oki serviceman is granted permission to recover all equipment owned by Oki Communications. If equipment is unrecoverable, \$300 will be added to customer's final bill minus any equipment deposit.

4. Provision of services.

A. Oki will provide services on its host computing systems to individual Customers in exchange for payment of fees and compliance with the terms and conditions of this document. Oki services are defined as the use by Customer of computing, telecommunications, software, and information services provided by Oki. These services also include the provision of access to computing, telecommunications, software, and information services provided by others via the worldwide computer network known as the Internet.

B. Bandwidth Usage:

In order to provide equitable bandwidth availability for all subscribers, there will be a usage limit (as described in chosen package) through the circuit in any calendar month. This will not affect normal usage of the Internet. Any Customer going over their chosen package bandwidth limit will pay a surcharge fee of \$1.35 per GB of data.

5. Security of Accounts.

A. Oki customers who use wireless-fidelity (wi-fi) technology or like technology in conjunction with their Oki service must password protect the signal being broadcast. Accounts are for individual users and Customer therefore agrees not to share the password or use of the account with others, including but not limited to other family members outside the immediate household or business associates. Customer acknowledges that Oki may terminate the account without notice if the Customer does not comply.

6. Electronic Mail: As a general policy, the operators of Oki prefer to keep electronic mail (email) private - however:

A. Pursuant to the Electronic Communication Privacy Act of 1986 (18 U.S.C. 2701 et seq.), notice is hereby given that there are no facilities provided by this system for sending or receiving private or confidential electronic communications. The operators of Oki can read all messages left on this system, including electronic mail (email) messages addressed to persons other than the system administrators.

B. "System administrators" and the term "Sysadmin" refers to those persons responsible for the operation and maintenance of Oki and their designated agents. The system administrators reserve the right to delete any message, regardless of whether such message has been received by its intended recipient(s).

C. Oki reserves the right, without limitation, to grant "Sysadmin" status to other persons. Such persons have access to all communications on Oki and may have all rights of a system administrator, including the ability to delete or change the status of files. Oki and their system administrators will cooperate fully with upstream providers and law



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enforcement agencies to pursue the prosecution and conviction of anyone attempting unlawful access or anyone using this service for unlawful activities.

7. Files on or available through Oki computers.

A. The operators of Oki take reasonable care with regard to the files that are available for download. However, Oki cannot be held responsible for the software on or available through this system. All software is downloaded by you "as is" and you assume the entire risk of any harm that might occur through your use of this software.

8. Offensive or Adult Materials.

A. Oki exercises no control over the content of materials accessed through Oki. Some materials may be offensive or adult in nature. Customers less than 18 years of age must have a parent or legal guardian sign this agreement, verifying that the parent or legal guardian understands that Customer will have access to such materials and accepts responsibility for monitoring and/or controlling such access.

9. Use of Material.

A. Customer agrees not to use Oki services to violate copyright or other intellectual property rights of any author or publisher. For example, Customer may not upload or download commercial software in violation of software license agreements.

10. Abuse of Oki Services.

A. Any use of Oki system resources that disrupts the normal use of the system for other Oki Customers is considered to be abuse of system resources and is grounds for administrative intervention. Some examples of system abuse include spawning multiple extraneous processes, consuming excessive amounts of memory or CPU time for long periods of time, and staying attached to modems while not really "active" on the line by use of "keep-alive" programs or otherwise.

B. Depending on the nature and the severity of the abuse, the user may receive an email warning, have their processes halted, or have their account suspended by Oki Technical Support. Customers who believe their activity has been misclassified may appeal to the Oki Technical Manager. If the misuse is unintentional, the suspension may be rescinded following discussion with Oki Technical Support. If the misuse is intentional, the Customer's account may be terminated at the discretion of the Oki Technical Manager, pursuant to the terms listed under section 2.C.

11. Abuse of Internet Services.

A. Customer agrees to use the services provided by Oki as permitted by applicable local, tribal, state, and federal laws. Customer agrees, therefore, not to use these services to conduct any business or activity or solicit the performance of any activity that is prohibited by law.

B. Customer agrees not to use any Oki services to obtain the passwords of Customers on Oki or other systems. Customer agrees not to use Oki services to make unauthorized attempts to access the systems and networks of others.

I. If Customer is discovered attempting to break into our system, Customer will have their account terminated immediately. (See 2.D.)

II. If Customer is discovered attempting to break into another system within the State of Montana, Customer will have their account terminated immediately (see 2.D.), the system administrator of the other system will be notified and Customer will be reported to the local authorities.

III. If Customer is discovered attempting to break into another system outside the jurisdiction of the State of Montana, Customer will have their account terminated immediately (see 2.D.), the system administrator of the other system will be notified and Customer will be reported to the Federal Bureau of Investigation.

C. Customer agrees to refrain from mass posting of the same message to many



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inappropriate Usenet newsgroups (spamming). Customer agrees to refrain from mass, unsolicited emailing. Customer agrees to post advertisements only where appropriate, for instance in biz, for sale, and other venues that specifically encourage or allow advertising. Customer agrees to respect the conventions of the newsgroups, lists and networks to which the Customer is posting, including rules more restrictive than, but not limited to the above.

D. Customer agrees to abide by Oki's interpretation of the above. If Customer needs help interpreting or applying these rules, Customer should ask Oki support staff (support@okicomunicaitons.com) for assistance.

12. Discovering and Reporting Abuse.

A. Violations of the Oki conditions of use are unethical and maybe in cases a criminal offense. You are expected to report to Oki any information you may have concerning instances in which the conditions of use have been or are being violated. When Oki becomes aware of possible violations, we will initiate an investigation. At the same time, in order to prevent further possible unauthorized activity, Oki may suspend access to services to the individual account in question. Confirmation of violations may result in termination of the individual account and/or criminal prosecution. The account suspension may be rescinded at the discretion of the Oki General Manager, following payment of a reconnection charge.

B. Oki reserves the right to monitor Customer's actions when this is necessary to determine whether or not Customer is violating the conditions of use. We do not intend to randomly sit and read your mail, browse through your files or watch what you do unless we have solid reason to do so. We take your privacy serious and will use this method only when requested from a law enforcement agency or our direct upstream provider.

13. Warranties.

A. Oki makes no warranties of any kind, whether expressed or implied, for its services or installation. Oki Specifically disclaims any implied warranties of merchantability or fitness for any particular purpose. Oki will not be responsible for any losses or damages resulting from delays, non-deliveries, mis-deliveries, service interruption, or Customer's errors or omissions. Oki will not under any circumstances be responsible for consequential damages.

14. Installation of Equipment

A. Home owner permission is granted for installation of Oki equipment. Drilling of holes to run cable and mount antenna securely to the outside of structure is permitted and Oki Communications and its technicians are not liable for any home owner perceived damages that occurred from necessary modifications to home required for install.

B. Renter will give installer a completed Renter Installation Approval form before install.

15. Jurisdiction.

A. The validity, construction and performance of this agreement is governed by the State of Montana or the Blackfeet Tribe, under whichever jurisdiction applies to defendant.

16. Severability.

A. If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this agreement will remain in full force and effect.

17. Effective date.

A. This agreement shall become effective when Customer's Internet access is enabled.



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Internet Packages

- _____ **Economic Explorer \$29.95 per month** (up to 384kb download & 128kb upload, 5 Gb data per month)
- _____ **Basic Browser \$36.95 per month** (up to 768kb download & 256kb upload, 17 Gb data per month)
- _____ **Swift Surfer \$41.95 per month** (up to 1Mb download & 384kb upload, 27 Gb data per month)
- _____ **Downloader Deluxe \$47.95 per month*** (up to 1.5Mb download & 512kb upload, 37 GB data per month)
- _____ **Gamer Premium \$58.95 per month*** (up to 2MB download & 756kb upload, 50 GB data per month)
- _____ **Small Office Supreme \$75.95 per month*** (up to 3MB download & 1Mb upload 75 GB data per month)
- _____ **Big Business \$199.95 per month***(up to 4Mb download & 1Mb upload, 150 GB data per month)
- _____ **Quantum Commercial \$599.95 per month*** (up to 5Mb downld & 1Mb upld, 500GB data per month)
- _____ **The Enterprise \$999.95 per month***(up to 6Mb download & 1Mb upload, 1200 GB data per month)

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There is a \$1.35 surcharge per GB for any data overage.
*- denotes may be used for Residential or Business usage. All other packages are for residential usage only.

Installation Fee

- _____ **1 Room \$50.00** (one wall, 1 computer)
- _____ **2 Room \$80.00** (2 computers)

I agree to one-year of service.
minus -\$50.00

Installation fee is a one-time charge. Oki Communications will waive \$50 of the installation fee if customer agrees to one consecutive year of service. A \$50 early termination penalty will apply if customer drops service during the first year.

Price of installation of a business will be negotiated.

Because of the high cost of Oki's equipment, we must ask for a fully refundable \$50 equipment deposit. All installed equipment is property of Oki Communications. \$300 (the cost of the equipment) minus your deposit will be added to your final bill if equipment is not returned after cancellation of service. Equipment is of no value to the customer without the Oki service.



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By signing, I accept the terms and conditions stated in this Oki Communications User Agreement.

Sign: _____ Dated: _____

Print Name: _____ Date of Birth / /

Social Security # / EIN : _____ Type of ID: _____

Address _____ Physical address
Mailing: _____ if different than mailing:

City/State/Zip _____

Phone- Home:() - Work:() - Cell:() -

Office use only:

CID # _____

Date Install Completed:

_____/_____/_____

Installer sign:

Customer Service Rep sign upon completion when entered in database:

Date Entered in Database:

_____/_____/_____