

SBT Service Agreement

Please read this Internet Service Agreement carefully before using our Internet services.

1. INTRODUCTION

SBT Internet provides its Internet services to users who pay a monthly service fee to subscribe to the Services (“Members”) as well as to those who access some of our Services but do not have accounts (“Visitors”). By establishing an account or using the Services, you agree to be bound by this Agreement and to use the Services in compliance with this Agreement, and our Acceptable Use Policy. (See Acceptable Use Policy.)

If you do not agree to the terms and conditions of this Agreement, and the Acceptable Use Policy including any future revisions; you may not use the Services and if you are a current Member, you must terminate your use of the Services under Section 10. SBT Internet reserves the right to refuse service to anyone.

2. SERVICE & INSTALLATION

SBT Internet, will make reasonable efforts to provide the members with continuous, uninterrupted, expedient and error-free Service. Nonetheless, temporary interruptions of the Service may occur as normal events in the provision of the Service or when routine maintenance to the Service, modifications or discontinue the Service at any time without giving notice. SBT Internet, have no control over the networks, facilities or services of third parties, and that delays and disruptions involving them are completely beyond our control.

SBT Internet, do not warrant that the services will be uninterrupted, error-free, or free of viruses of other harmful components.

Although this service is offered Basin Wide, access and speed of service is dependent on environmental, topographical, and distance conditions. Additional setup fees may be required. Customers shall be responsible for preparing and maintaining the site for the Services, including, but not limited to, providing power and necessary environmental requirements, wiring, communication lines, and configuration of Customer System networks and protocols. Customer's failure to prepare and maintain the site shall suspend SBT Internet's obligation to perform under this Agreement. Customer's use of service may cause you to incur other charges, related to or not related to Internet service. You are solely responsible for determining if such use will incur other charges. Current equipment and service prices for SBT Internet, are included on the Master Sign Up sheet or posted on "sbtnet.com" Website. These rates may also be obtained by calling SBT Internet at 435-767-7118. SBT Internet reserves the right to change prices and institute new fees at any time upon 30 days prior notice, unless otherwise stated.

3. PAYMENT OBLIGATIONS OF A MEMBER

(a) Members must (i) provide SBT Internet with an accurate and complete email address for billing purposes, and (ii) report to SBT Internet all changes to this information within thirty (30) days of the change. Members are responsible for any charges to their account.

(b) Charges are billed (in advance) to the Member's email address, each month for the basic service that they will be using in that coming month. Additional usage or services are due by the first day of the following month, in which the charges were incurred. Late fees will be assessed after the 15th of each month. (See Rate on Master Sign Up sheet).

(c) Members having questions regarding charges to an account should contact SBT Internet at 435-767-7118. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than thirty (30) days old.

(d) If paying by check, or automatic billing, SBT Internet is not responsible for any charges or expenses (e.g. for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by SBT Internet.

(e) Delinquent accounts may be suspended or canceled at SBT Internet's sole discretion; however, charges will continue to accrue until the account is canceled by the Member. SBT Internet may bill an additional charge to reinstate a suspended account. SBT Internet requires a thirty (30) day cancellation notice in writing to cancel a Member's service, see section 10 for more details.

4. MEMBER'S ACCOUNT, AND SECURITY

Members must be at least 18 years old and a legal resident of the United States.

Upon registration, Members receive an account designation by MAC or IP address. You and members of your household or business, that have purchased a household or business account, are the only authorized users of your SBT Internet account and must comply with this Agreement. You must keep your equipment and MAC or IP address confidential so that no one else may access the Services through your account. You must notify SBT Internet immediately upon discovering any unauthorized use of your account.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding the Member's allotted email space may, at SBT Internet's discretion, be transferred to a compressed temporary file for storage,

or SBT Internet may delete the file from the server if not accessed within thirty (30) days. Any email account not accessed within sixty (60) days may be deleted at SBT Internet's discretion. Any free Website exceeding the amount of space allotted to such Member may be suspended until the Member reduces the disk space usage to the amount of space allotted or less or purchases additional megabytes. Any free Website exceeding the traffic limits for such Member will be billed for excess traffic. You may establish a commercial or high-volume account by calling 435-767-7118.

User-names, passwords and email addresses are SBT Internet's property and may alter or replace them at any time, except third party email accounts such as Yahoo, Gmail, or Hotmail.

5. MONITORING THE SERVICES

SBT Internet may filter objectionable sites, but implies no warranties for filtering, and is not obligated to monitor content of the Services, unless required to do so by law enforcement agencies. SBT Internet, may immediately remove your material or information from their servers, in whole or in part, in their sole and absolute discretion, if said material is determined to infringe another's property rights or to violate our Acceptable Use Policy.

6. DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY

Except for certain products and services specifically identified as being offered by SBT Internet. SBT Internet does not control any materials, information, products, or services on the Internet. The Internet contains unedited materials, some of which are sexually explicit or may be offensive to you. SBT Internet has no control over and accepts no responsibility for such materials. You assume full responsibility and risk for use of the services and the Internet and are solely responsible for evaluating the accuracy, completeness, and

usefulness of all services, products, and other information, and the quality and merchantability of all merchandise provided through the service or the Internet.

The services are provided on an “as is” and “as available” basis. SBT Internet, does not warrant that the services will be uninterrupted, error-free, or free of viruses or other harmful components. SBT Internet, makes no express warranties and waives all implied warranties including, but not limited to, warranties of title, non-infringement, merchantability, and fitness for a particular purpose regarding any merchandise, information or service provided through SBT Internet, or the Internet generally. No advice or information given by SBT Internet, or its representatives shall create a Warranty. SBT Internet, and its employees are not liable for any costs or damages arising directly or indirectly from your use of the services or the Internet including any indirect, incidental, exemplary, multiple, special, punitive, consequential damages, or occurrences beyond your reasonable control, including, without limitation, fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion or acts of civil or military authorities or public enemies, any law, order, regulation or requirement of any government or legal body or representative thereof, labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts, inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of common carriers. The Providers liability for damages in regards to extraordinary and unreasonable interruptions of Service, or for mistakes, omissions, delays, errors and defects in the Service, shall in no event exceed the pro rata charges to the user for the period during which the Service was affected. Your sole and exclusive remedy, for all other liabilities, is to discontinue using the Services and, if you are a Member, to terminate your account. Cancellation without thirty (30) days written notice may result in additional charges.

7. SOFTWARE LICENSE

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

8. SBT Internet, Website USAGE

SBT Internet's Website on the World Wide Web with its home pages in the domain "sbt.net," or any other site operated by SBT Internet, is a complimentary information service offered by SBT Internet at no charge to users.

We may provide links on the Website to other Websites which are not under our control. In general, any Website which has an address (or URL) which does not contain "sbt.net" is such a Website. These links are provided for convenience only and are not intended as an endorsement by SBT Inc., of the organization or individual operating the Website or a warranty of any type regarding the Website or the information on the Website.

You may provide a hypertext link to our Website on another Website, provided that: (a) the link must be clearly marked "SBT Internet", (b) the link must "point" to the URL "<https://sbt.net>" and not to any other pages within the Website, (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with our name and trademark(s), (d) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by SBT Internet, (e) the link, when activated by a user, must display this Website full-screen and not within a "frame" on the linked Website, and (f) SBT Internet, in its sole

discretion, revoke consent to link to our Website at any time. All other hypertext links to the Website must be approved in writing by SBT Internet

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

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

9. TERM OF AGREEMENT

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

Services and, if you are a Member, to terminate your account. Early termination fees may apply.

10. TERMINATION

You may terminate your account at any time and for any reason by providing notice of intent to terminate, by registered or certified mail to: SBT Internet, 875 West 1200 South, Vernal, Utah 84078. Cancellation without thirty (30) day written notice may result in a \$75 fee.

At the time of cancellation or delinquency of a Member's account, SBT Internet will charge a Member's account for the replacement cost of any equipment that is damaged, or otherwise not recoverable, that is owned by SBT Internet. Said equipment may be located either inside or outside the Member's home, including but not limited to: internet routers, CPE radios, and power adapters. SBT Internet will charge a 40% fee against a Member's entire account balance for any delinquent accounts sent to a collection agency due to non payment.

To terminate Web Hosting and/or Business Services, you must call 435-767-7118. Based on your billing cycle, charges accrued prior to your termination may apply. Charges to your account will stop accruing, when you receive a final billing and cancellation confirmation. Email cancellation requests at your own risk, the only guaranteed method of cancellations is registered mail. If your account included space on SBT Internet, servers, anything stored on this space will be deleted upon termination.

Without prior notice, SBT Internet, may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if SBT Internet, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due. SBT Internet, may provide termination notice to you by: email addressed to your email account or by US Mail or courier service to the address you provided for the Services. All

notices to you shall be deemed effective on the first (1st) calendar day following the date of electronic mailing or on the fourth (4th) calendar day following the date of first-class mailing or deposit with a commercial courier service.

Sections 3, 4, 6, and 10 of this Agreement shall survive termination of this Agreement.

11. JURISDICTION

This Agreement shall be governed by and construed under Utah's law.

12. MISCELLANEOUS

This Agreement, and the Acceptable Use Policy, constitute the entire agreement between you and SBT Internet with respect to your use of the Services.

SBT Internet, reserves the right to revise, amend, or modify this Agreement, the Acceptable Use Policy and The Master Sign Up at any time and in any manner. Notice of any revision, amendment, or modification will be posted at www.sbtnet.com.

Ver. 12/17/19