

Verde Valley Internet, LLC

TERMS OF SERVICE:

The following sets forth the terms and conditions by which Verde Valley Internet LLC (“Provider”) and its affiliated companies provide Internet access services (the “Service” or “Services”) to each subscribing customer (the “Customer”):

The Customer agrees that the following terms and restrictions apply to the Services:

- The Customer understands that, in order for the Customer to use the Service, the Customer must obtain proper equipment and installation supplied by Provider.
- The Customer understands that, at the Customer’s expense, Customer must provide a wireless router to have Wi-Fi capability within the home or business, and that it is the customers responsibility to select the correct size wireless router based on Customer’s needs and usage.
- The Services are provided in accordance with applicable tariffs. In the event of any conflict between the terms of the tariffs and this Agreement, the tariffs shall control.
- The customer will maintain Equipment furnished by Provider and take reasonable precautions to prevent damage.
- Installation will require an on-site visit from a certified Provider or Provider contractor.
- The Customer is responsible for the following charges (to the extent applicable): all city, state, and federal taxes and other required charges on the Service provided, and any third-party fees that may apply to said Service; the cost for installation of any additional equipment or service that Provider may install on the Customer’s computer or premises; the cost of any other service for which there is a service charge; and the replacement cost of all Provider parts or equipment that may be damaged, lost, or stolen while in the Customer’s possession.
- Speed and uninterrupted use are not guaranteed and may vary based on a variety of factors. Actual data transfer or “throughput” may be lower than sync-rate due to Internet congestion or misconfiguration, server or router speed limitations, protocol overheads or other factors which cannot be controlled by Provider. While connected to the service using Wi-Fi, your experience will vary based on your proximity to the Wi-Fi source and strength of the signal.
- Provider reserves the right to cancel a Customer’s service at any time to protect the overall health of the network.
- Excessive Use Policy (EUP): VVI uses 1.0 terabyte (TB) monthly data usage limit. This limit applies to all uploaded and downloaded data for all residential customers. This is necessary in order to provide optimal Internet experience for every customer we serve. No excessive use of bandwidth. Provider will weigh variables such as network health, congestion, and the availability of Customer usage data as factors when enforcing this policy. Customers who have exceeded their monthly data usage limit as determined at the Provider’s sole discretion, are subject to EUP enforcement. Provider may charge an overage fee of \$1.00 per GB over the 1.0 terabyte monthly data usage limit, or Provider may request customer create a 2nd acct, at the customer’s expense to reduce the overage per account.

- **Refund Policy:** You may cancel your services at any time. If you cancel your service in the first 30 days, a full refund of service and installation will be credited back, and we will initiate a refund to your credit card (or original method of payment). You will receive the credit within 30 days, depending on your card issuer's policies. If you cancel services after 30 days from date of installation, your installation fee is nonrefundable, and your service will terminate on your next billing cycle. No refunds will be offered for prepaid services when canceled anywhere in middle of billing cycle. Contact us at info@vvinernet.com or by calling 928-567-9100 if you have any questions regarding refunds or Refund Policy.
- **Vacation Status:** Customer may place their account on "Vacation Status" and will continue to be responsible for the monthly reoccurring modem lease fee plus any applicable taxes/fees associated with this lease while account is on Vacation Status. Maximum Vacation Status shall not exceed a total of 6 months in a running 12-month calendar.
- **Billing Cycle:** All services, and charges are paid for a month in advance. Auto Bill Pay "ABP" is required and will be charged to the debit or credit card presented at Point of Sale (POS). Payment for the services, and/or any upfront fees and taxes are due in full without deduction or offset, 1-day post activation of service. Monthly reoccurring Auto Bill Pay will then commence on approximately that same billing day of every month going forward. This date will be understood to be the Customer's "Due Date". Customer's invoice and/or statement will be emailed to the address on file.
- **Late Fee:** Customer agrees to pay a late charge of \$7.00 per month if the account balance remains unpaid for 10 days from due date. Customer also agrees to pay Provider costs for collections, including reasonable attorneys' fees. Customer agrees that Provider may suspend and/or terminate service if any amounts due Provider are not paid within 20 days of due date. If customer wishes to reinstate service after service has been suspended, a \$25.00 reinstatement fee will apply.
- **Service Calls:** Service calls for anything other than defective parts or equipment will be charged at the rate of \$75/hour, with a \$50 minimum charge.
- The specific rates and charges for the Service are those from time to time established by Provider. Provider reserves the right to change the rates it charges for any service with written notice sent by mail or electronically via the Customer's service or other means.

In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable statute or rule of law, then such provisions shall be deemed inoperative to the extent that they are invalid, illegal or unenforceable, and the remainder of this Agreement shall continue in full force and effect. Any invalid, illegal or unenforceable provisions shall be reformed and modified so that they express the original intent of the parties hereto as closely as reasonably practicable without being invalid, illegal or unenforceable. By providing your phone number(s), you authorize us to contact you at such number(s) regarding your account using any means of communication, including, but not limited to, calls (including prerecorded calls) and/or SMS text messages to your mobile device using an automated or predictive dialing device, even if you will be charged by your mobile service provider(s), or by the email address(es) provided by Customer upon account creation.

Customer must notify Provider in writing or email no later than thirty (30) days after receiving your Card or bank account statement if you dispute any Provider charges on that statement or such dispute will be deemed waived. Provider will resolve all billing disputes in its sole discretion.

Provider will use reasonable efforts to provide Services in accordance with prevailing industry standards. PROVIDER MAKES NO OTHER WARRANTIES CONCERNING THE SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT WILL PROVIDER BE LIABLE TO THE CUSTOMER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF GOODWILL OR LOSS OF PROFITS ARISING IN ANY MANNER FROM THIS AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE OF PROVIDER'S OBLIGATIONS HEREUNDER. CUSTOMER'S SOLE REMEDY RELATED TO ANY DEFECT OR FAILURE OF THE SERVICES IS LIMITED TO A REFUND OF THE PRO RATED PORTION OF THE MONTHLY CHARGES FOR THE AFFECTED SERVICES UP TO AN AGGREGATE MAXIMUM OF ONE MONTH'S CHARGES.

The Customer agrees that the installation, inspection, maintenance, repair, and/or removal of any equipment could result in service outages or potential damage to the Customer's computer, computer network and/or the contents thereof. Accordingly, the Customer agrees that they are solely responsible for providing any needed back-up for/of their information and data and that in no event will Provider or any of their employees, agents, contractors, or business associates be liable for any consequential or inconsequential loss of the Customer's data, income or property.

Unless expressly identified as being sold to Customer, title to all hardware and/or software provided by Provider in connection with this Agreement (the "Equipment") shall remain with Provider. Provider's repair and maintenance obligations as to its Equipment are limited solely to ordinary wear and tear and shall not include maintenance and repair necessary as a result of any other cause, including without limitation, vandalism or intentional or negligent acts or omissions by the Customer or third parties. Maintenance and repairs related to such are the Customer's sole responsibility and liability. The Customer shall provide appropriate space, power and environment for, and take reasonable care of, the Equipment. The Customer will be solely responsible and liable for the maintenance and repair of all equipment and Services provide by the Customer. Unless expressly agreed to in writing, the Customer will be provided at point of install a "Standard" install, which will include the mounting of the outdoor antenna, (this antenna and/or modem can be purchased or leased) and running the cable (up to 100') to 1 (one) router OR computer inside the home or business. Customer is solely responsible and liable for the connection of any other of the Customer's computers and/or devices to the Equipment. If more than a "Standard" install is requested by the Customer, certain additional assistance may be requested by Customer at an *additional charge* to the Customer, and/or a referral made to a qualified Contractor may be made. At the Customer's sole discretion and expense, they may contract with referred Contractor. Provider will in no way be responsible for any work done by, or any fees owed to the referred Contractor. Upon expiration, cancellation or termination of this Agreement, the Customer shall return to Provider all Equipment within 10 business days

following termination. Provider will charge the Customer the undepreciated list price of the unreturned Equipment in addition to all applicable late return fees.

Upon Provider's acceptance of Customer's registration for certain Services, Provider will provide Customer with username, password and user identification number to portal. Customer and members of Customer's household are the only authorized users of the account and must comply with this Agreement. Customer must keep all passwords and identifications confidential so that no one else may access the Services through Customer's account. Customer must notify Provider immediately upon discovering any unauthorized use of the account.

Using an account classified by name or pricing tier as "residential" for high volume or "commercial" use (e.g., revenue generation, advertising, etc.) is prohibited. Usernames and passwords are Provider's property and Provider may alter or replace them at any time.

Customer hereby grants Provider and Provider's agents, affiliates, employees, contractors, and representatives permission to enter Customer's premises in order to install, maintain, inspect, repair, or remove Provider Equipment and/or connect the Service. The Customer understands that a person authorized to represent the Customer's interests, 18 years of age or older, must be present during an installation appointment at a mutually convenient time for Provider and the Customer.

The Customer acknowledges that the Internet is an ever-changing network not controlled by any single government or entity, but reliant upon the interconnectivity and operability of various networks. ACCORDINGLY, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY INTERNET ACCESS AS WELL AS ALL SERVICES RELATED TO SUCH ACCESS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE BASIS".

No advice or information given by Provider, its affiliates or its contractors or their respective employees shall create a warranty. Neither Provider nor its affiliates warrants that service will be uninterrupted or error free or that any information, software or other material accessible through the Internet is free of viruses, spyware, worms, trojan horses, or other harmful components. The Customer also understands that the Internet contains unedited materials, some of which are explicit and/or offensive. Provider has no control over and accepts no responsibility whatsoever for any such materials. The Customer agrees Customer accesses such materials at Customer's own risk.

Any anti-virus and SPAM protection offered in connection with Provider's Services are offered for Customer's incoming email services and are provided through third party vendors and subject to their warranties and limitations. NO GUARANTEES ARE MADE OR PROVIDED THAT THE SERVICES WILL BE VIRUS OR SPAM FREE OR THAT CUSTOMER EQUIPMENT WILL BE PROTECTED FROM NETWORK INTRUSIONS, VIRUSES, SPAM, SPYWARE, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING ADEQUATE SECURITY, FIREWALLS, INTRUSION DETECTION, ANTI-VIRUS, SPYWARE AND OTHER PROTECTION.

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of Yavapai County, Arizona, United States.

Verde Valley Internet LLC – Privacy Policy

This privacy policy discloses the privacy practices for “www.vvinternet.com”. This privacy policy applies solely to information collected by this website. It will notify you of the following:

- In order to provide you with information about our services, the Provider may collect personal information such as: First and Last name, physical address, email address, and phone number.
- If you purchase any of the Providers services, we collect billing and credit card information.
- The Provider secures your personal information from unauthorized access, use or disclosure. Verde Valley Internet uses SSL Protocol for this purpose.

Information Collection, Use, and Sharing

Provider is the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or the phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

Security

Provider takes precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser or looking for “https” at the beginning of the address of the web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

Updates

Our Privacy Policy may change from time to time and all updates will be posted on this page. If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at 928-567-9100 or via email at info@vvineternet.com

The Customer (which for purposes hereof includes any authorized user of Customer) agrees not to use or permit its users to use the Services provided by Provider in ways that violate laws, infringe the rights of others, interfere with the users of Provider' network or other networks, or otherwise violate any terms of the Provider' Acceptable Use Policies as set forth below (the "AUP").

Verde Valley Internet LLC - Acceptable Use Policy

Customer agrees that the Service may only be used for lawful purposes for the Customer's individual use. The Customer agrees to use responsible internet practices to ensure that unauthorized third parties do not gain access to the Customer's computer or computer network or the Service, including, without limitation, by using computer security and anti-virus protections.

The Customer further agrees not to:

- Resell the Services or otherwise permit the use of the Services by any unauthorized users unless authorized in writing by the Provider;
- Restrict or inhibit any other user from using and enjoying the Internet;
- Post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion;
- Post or transmit e-mails or other information or software which contains a virus, malicious code, spyware, adware, trojan horse, worm or any other harmful component;
- Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purpose (other than as expressly permitted by the provider of such information, software or other material);
- Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder;
- Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind (as determined in Provider's sole discretion), including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. export control laws and regulations;
- Transmit spam (i.e. mass unsolicited e-mail messages or sending of a large number of e-mail messages to a single or multiple addresses); or
- Gain or attempt to gain unauthorized access to or otherwise disrupt or deface web sites, networks, systems or accounts owned by Provider or any third parties, including without limitation, through the use of worms, trojan horses, denial of service attacks or other computer hacking techniques, disrupt the Service or network connectivity of Provider or any third parties, misuse Provider or third-party facilities or create fraudulent accounts.

Provider takes care to protect the safety and privacy of young people using our services and encourages Customer to participate in your child's experience in cyberspace. Provider does not

sell products or services to kids. Federal law requires website operators who collect personal information from children under the age of thirteen to first get parental consent. Under an abundance of caution, we do not knowingly collect personally identifiable information from children and teenagers under the age of 18 and Provider does not wish to collect any such information. Customer agrees not to permit your child to use our services without your consent and you agree not to permit your child to provide us with information about him or her. Parents, please note that if you grant consent for your child to use our services, your child will be able to communicate with other users of all ages. Before providing consent, please be aware that your child will be able to disclose personal information (e.g. name, address, e-mail, and phone numbers) on his or her own. We encourage you to talk with your children about communicating with strangers and disclosing personal information online.

Certain content, products and services available via our Service may include materials from third-parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. Provider is not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. Provider is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party

Provider has no obligation to monitor the Service or Customer's use of the Service. However, Customer agrees that the Provider has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Provider will not intentionally monitor or disclose any private electronic-mail message, except as stated above.

Provider reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of its AUP. Provider may further deny any person or entity access to all or part of its system, without notice, if such person or entity engages in any conduct or activities that Provider, in its sole discretion, believes violates any of its AUP.

Provider may deny Customer access to all or part of the Service without notice if Customer engages in any conduct or activities that Provider in its sole discretion believes violates any of the terms and conditions in this Agreement. If Provider denies access to the Service because of such a violation, Customer will have no right to access through Provider, the Internet or Customer's e-mail accounts.

Digital Millennium Copyright Act ("DMCA") Notice

In operating the Services, Provider may act as a "services provider" under the DMCA and offer services as an online provider of materials and links to third party websites. As a result, third party materials that are not owned or controlled by Provider may be transmitted, stored, accessed or otherwise made available using the Service. Customer acknowledges that the Customer will notify Provider if and to the extent any situation arises wherein Customer believes any material

available through the Service infringes a copyright. Customer will notify Provider using the notice procedure for claimed infringement under the DMCA as provided below. The Provider's designated agent (the proper party for notice) to whom Customer should address infringement notices under the DMCA is set forth at www.copyright.gov. Provider will respond expeditiously to remove or disable access to material Provider determines may be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringing party who provided the applicable content.

Provider also has no obligation to monitor the Services but may do so and disclose information regarding use of the Services for any reason if Provider, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests, operate the Services properly, or protect itself and its customers and users. Provider may immediately remove material or information from Provider's servers, in whole or in part, which Provider, in its sole and absolute discretion, determines to infringe another's property rights or to violate the AUP.

Wireless systems use radio channels to transmit voice and data communications over a network. Privacy cannot be guaranteed, and we are not liable to Customer or any other party for any lack of privacy resulting from using any wireless Services of the Provider. Customer acknowledges that the wireless Service is not inherently secure and that wireless communications can be intercepted by equipment and software designed for that purpose. Notwithstanding efforts to enhance security with respect to the Service, Provider cannot guarantee the effectiveness of these efforts and will not be liable to Customer or any other party for any lack of security that may result from use of the Service. Customer acknowledges that Customer is responsible for taking such precautions and providing such security measures best suited for Customer's situation and intended use of the Service. Provider strongly encourages customer-provided security solutions, such as virtual private networks, encryption and personal firewalls, but does not provide these to users and is not responsible for their effectiveness.

The Customer acknowledges and agrees that this Agreement, including the Provider's applicable tariff provisions, constitute the entire Agreement of the parties for the provision and use of the Services and the complete and exclusive statement of the terms agreed upon, all prior agreements and understandings being merged herein. Neither this Agreement nor any interest herein of Customer may be assigned, sublet, or in any manner transferred by Customer without the prior, written consent of Provider. Any attempted assignment or transfer in contravention of the preceding sentence shall be void. A waiver by Provider of any terms herein shall not be construed as a waiver of any subsequent breach of the terms of Service. This Agreement and the terms of Service shall be governed by the laws of the State of Arizona without regard to choice of law principles. No amendments or modifications to this Agreement shall be effective or binding against Provider unless expressly agreed to in writing by an authorized representative of Provider.

Provider reserves the right to modify the terms and conditions of the AUP and other provisions of this Agreement from time to time, without direct notice to Customer, and those changes will become effective upon posting to Provider's website at www.vvinternet.com. Customer agrees to periodically visit this website to review any such changes. The use of the Services by Customer after any changes to the AUP and/or this Agreement will constitute Customer's acceptance of any changes.

THE INFORMATION PROVIDED AT OR THROUGH THIS SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER PROVIDER NOR ITS AFFILIATES OR LICENSORS WARRANT THAT THIS SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR FREE FROM SERVICE DEGRADATION, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE AT OR THROUGH THIS WEBSITE ARE FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEB SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

This web site may be temporarily unavailable for scheduled or unscheduled maintenance, equipment modifications or upgrades, and for other reasons within and outside of the direct control of Provider. You are responsible for implementing sufficient procedures to satisfy your particular requirements for the accuracy of information obtained through the web site. Although Provider employs security measures, Provider cannot guarantee the security of this web site or information provided through this web site, or viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties will be detected or remediated by Provider.

Limitations on Verde Valley Internet Liability; Indemnification

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PROVIDER NOR ITS AFFILIATES OR LICENSORS WILL BE LIABLE OR OBLIGATED UNDER THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OR CORRUPTION OF DATA OR DELAYED OR INTERRUPTED USE OF THIS WEB SITE OR ACCESS TO THE INTERNET, FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, OR FOR ANY LACK OR BREACHES OF SECURITY OF THIS WEB SITE OR STORAGE OF YOUR DATA.

These limitations apply whether the claim is based on breach of contract, breach of warranty, negligence, product liability, or any other basis, and apply whether or not Provider was informed of the likelihood of any damages. If you are dissatisfied with this web site, or if you have any other dispute with Provider relating to this web site, then your sole and exclusive remedy is to discontinue using this web site. Some of the disclaimers and exclusions in this Agreement may not apply to you because some states do not allow the disclaimer of certain warranties or the exclusion of liability for consequential or incidental damages. In any such case, the liability of Provider shall be limited to the greatest extent permitted by law.

You will defend, indemnify, and hold harmless Provider against all claims, losses, damages, and liabilities arising from or in connection with the use or misuse of this web site. This section of the Visitor Agreement shall survive its termination for any reason.

By accepting service, Customer agrees to all terms and conditions referenced in the Terms of Service and Acceptable Use Policy as outlined above. Customer acknowledges that they accept these terms on behalf of all residents or patrons on the premises of home or business:

These Agreements and Policy's, in addition to your signed agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous written or oral agreements. This agreement may not be modified or altered except by the Provider.

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