

## **Coleman County Telephone Cooperative, Inc. TERMS AND CONDITIONS BROADBAND INTERNET SERVICES**

When you, the Customer, purchase Coleman County Telephone Service or Coleman County Telephone Service or Service Bundles (individually referred to as "Service," or collectively as "Service Bundles"), you agree to these Terms and Conditions of Service located at Coleman County Telephone's website: [www.cctelco.org/Coleman County Telephone.net](http://www.cctelco.org/Coleman County Telephone.net),\* and incorporated herein by reference. Other restrictions, terms and conditions for the individual services may also apply.

The Service and Service Bundles are available to residential and small/home business customers in selected areas. For purposes of these Terms and Conditions of Service, small/home business is defined as single line. If you purchase a Service Bundle, you must select Coleman County Telephone as your provider of each of the individual services offered in the bundle. Purchase of a Service Bundle requires you to commit to either a twelve (12)-month or twenty-four (24)-month term for the services.

Service Bundles include domestic, direct-dialed calls only. If any individual service in the Service Bundle is dropped, savings no longer apply. Customers with a credit limit, non-basic block or toll block on their existing services are not eligible to purchase a Coleman County Telephone Service Bundle. All other Coleman County Telephone accounts must be current at enrollment for a Service Bundle and the Customer must maintain a good payment history to keep the Service Bundle. You will incur penalty charges in the event of disconnection for non-payment. Service Bundles require the Customer to have the same billing name and address for all of the services offered within each Service Bundle.

\* Terms and Conditions of Service are also available in paper form upon written request to: Coleman County Telephone Cooperative –

### Service Contracts/Entire Agreement.

Your signed and executed Service Contract for the Service Bundles, these Terms and Conditions of Service, any additional Terms, Policies, or Tariffs for the individual services and the rates for services as provided to you upon request, constitute the entire agreement between you as the Customer, and Coleman County Telephone and its affiliates, including Coleman County Telephone, Coleman County Telephone Long Distance, and Coleman County Telephone (collectively referred to herein as "Coleman County Telephone") ("Agreement") for the purchase of the Service Bundles from Coleman County Telephone. This Agreement is binding upon you, the Customer, and governs your use of Coleman County Telephone's services, superseding any prior agreements between you County Telephone and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding upon Coleman County Telephone unless and until posted.

### Other Terms and Policies Incorporated Herein By Reference

These Terms and Conditions of Service include, and incorporate herein by reference, all additional Terms, Policies and Tariffs for each of the individual services offered by Coleman County Telephone.

### Fees and Charges

You agree to pay all charges and fees associated with the use of the services offered by Coleman County Telephone, which charges may include, without limitation, monthly service fees, charges for the use of Coleman County Telephone's equipment, installation charges, charges for service calls and other charges. Coleman County Telephone shall have the right to change the amount of fees and charges from time to time at its discretion and upon reasonable advance notice. Monthly service, equipment and other fees shall be payable monthly in advance. Installation and other charges will be billed according to our then current billing policies. Your Coleman County Telephone invoice may also contain charges for other services provided by us or our subsidiaries or affiliates. If we receive partial payment of any such invoices, we will apply such payment in the amounts and proportions to the outstanding charges as we determine. Our acceptance of any partial payment by you does not mean that we waive our rights to collect the full balance owed to us.

#### Taxes

You are responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the service. Such amounts are in addition to payment for the service. If you are exempt from payment of such taxes, you shall provide Coleman County Telephone with an original certificate that satisfies the applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date Coleman County Telephone receives such certificate.

#### Termination/Discontinuance of Service

Coleman County Telephone reserves the right to suspend or discontinue providing its services generally, or to terminate your service, at any time in its sole discretion. If Coleman County Telephone discontinues providing its services generally, or terminates your service in its discretion without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges. If your service is terminated for any stated reason, including without limitation violation of your Agreement, including these Terms and Conditions, or because of any improper use of the service (such as, but not limited to, your attempts to disrupt or misuse the service or your acts or omissions that violate any acceptable use policy of Coleman County Telephone or of a third party provider to which Coleman County Telephone is subject), you will be responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, disconnect fees, and equipment charges as set forth herein these Terms and Conditions, all of which immediately become due and payable. Other fees may also apply.

#### Disconnect Fees

In addition, labor charges and/or service order charges may be incurred if any on premises or central office work is performed to restore any of the services offered by Coleman County Telephone where such services are disconnected for non-payment, as defined below:

A. The customer will incur labor and/or service charges if Coleman County Telephone performs on premise or central office work to restore any of the services offered by Coleman County Telephone due to customer moving or changing their location. Coleman County Telephone customer relocation fee is \$19.40 and or fees if applicable.

B. The customer will incur labor and/or service charges if Coleman County Telephone performs on premise or central office work to restore any of the Service Bundles due to disconnection as a result of non-payment. Such fees will be determined at time of offering Service Bundles.

C. The customer will incur labor and/or services charges if a Coleman County Telephone technician is required to come out on a trouble call and the customer does not have the inside wire maintenance plan and if the trouble is not found in Coleman County Telephone equipment. A service charge of \$35.00 will apply for this visit.

#### Service Bundle Terms/Early Termination for Term Commitment Services

Coleman County Telephone offers the Service Bundles on a term commitment basis for a term specified in your individual Service Contract ("Term Commitment"). Service Bundles are offered on a twelve (12) month or twenty-four (24) month basis.

#### Twelve (12) Month Service Bundle Term

Customers that purchase a twelve month Term Commitment will be required to pay the full first month's bundle charge and an installation fee in advance of service activation. In addition, such customers will receive a partial waiver of the modem retail purchase price, and will be responsible for paying \$50 towards the purchase of the modem. Partial waiver of the modem price with the twelve month Term Commitment, however, is void upon early termination and customer must pay the balance of the full retail value of the modem.

#### Twenty (24) Month Service Bundle Term

Customers purchasing the twenty-four month Term Commitment will be required to pay half of the first month's bundle charge and an installation fee in advance of activation. Customers purchasing the twenty-four month Term Commitment will receive a full waiver of the modem purchase requirement. Full waiver of the modem price with the twenty-four month Term Commitment, however, is void upon early termination and customer must pay the balance of the full retail value of the modem.

#### Early Termination of the Service Bundle Term

In the event that you terminate your Service Bundle prior to expiration of the term, you may be subject to an early termination fee in the amount of \$250.00 ("Early Termination Fee"). In addition to any applicable Early Termination Fees, you will be required to pay applicable equipment charges. Other charges may also apply. Customers may migrate between Service Bundles without early termination penalties or additional charges, however, your Term Commitment will be renewed. Once your Term Commitment has expired, Coleman County Telephone may give you the option to enter into a new agreement for a new Term Commitment subject to the terms and conditions of the Term Commitment and Service Bundles in effect at that time. Term Commitment subscribers who move to a new location may sign up for a new Term Commitment at the new location of the service, where available. Your existing Term Commitment cannot be carried over to a new service location.

If you terminate a Service Bundle prior to the end of a calendar month, you will be responsible for the full month's charges, as well as any other applicable fees, including without limitation unbilled charges, disconnect fees, equipment charges and Early Termination Fees, all of which immediately become due and payable. Expiration of the term or termination of the service does not excuse the Customer from paying all unpaid, accrued charges due in relation to the Agreement. Failure to pay the full bundle price in any calendar month is grounds for automatic termination of the bundle, and applicable Early Termination Fees, equipment charges, and other fees and penalties may apply.

#### Prohibited Uses

You agree to use the services only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Coleman County Telephone's sole judgment the transmission, receipt or possession of such communication or material (i) would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or(ii) encourages conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law. Coleman County Telephone reserves the right to terminate your service immediately and without advance notice if the company, in its sole discretion, believes that you have violated the above restrictions, leaving you responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately become due and payable and may at Coleman County Telephone's discretion be immediately charged to your credit card. You are liable for any and all use of the service by yourself and by any person making use of the service provided to you, and agree to indemnify and hold harmless Coleman County Telephone against any and all liability for any such use.

If Coleman County Telephone, in its sole discretion believes that you have violated the above restrictions, Coleman County Telephone may forward the objectionable material, as well as your communications with Coleman County Telephone and your personally identifiable information to the appropriate authorities for investigation and prosecution and you hereby consent to such forwarding.

#### Limitation of Liability

Coleman County Telephone shall not be liable for any delay or failure to provide the service, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- 1.) act or omission of an underlying carrier, service provider, vendor or other third party;
- 2.) equipment, network or facility failure;
- 3.) equipment, network or facility upgrade or modification;
- 4.) force majored events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
- 5.) equipment, network or facility shortage;
- 6.) equipment or facility relocation;
- 7.) service, equipment, network or facility failure caused by the loss of power to Customer;
- 8) outage of Customer's ISP or broadband service provider;
- 9) act or omission of Customer or any person using the Coleman County Telephone's service(s) provided to Customer; or
- 10) any other cause that is beyond Coleman County Telephone's control, including without limitation a failure of or defect in any device, the failure of an incoming or outgoing communication, the inability of communications to be connected or completed, or degradation of voice quality.

Coleman County Telephone's aggregate liability for (i) any failure or mistake; (ii) any claim with respect to Coleman County Telephone's performance or nonperformance hereunder or (iii) any Coleman County Telephone act or omission in connection with the subject matter hereof shall in no event exceed service charges with respect to the affected time period.

#### Disclaimer of Damages

IN NO EVENT SHALL Coleman County Telephone, ITS OFFICERS, DIRECTORS, EMPLOYEES,

AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR PROFITS. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT COLEMAN COUNTY TELEPHONE COOPERATIVE WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

#### Indemnification

Customer agrees to defend, indemnify, and hold harmless Coleman County Telephone, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service, relating to this Agreement, or the services being provided by Coleman County Telephone. This paragraph shall survive termination of this Agreement.

#### No Warranties on Service

Coleman County Telephone MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF ANY OF THE SERVICES FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT ANY OF THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COLEMAN COUNTY TELEPHONE DOES NOT WARRANT THAT ANY OF COLEMAN COUNTY TELEPHONE'S SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER COLEMAN COUNTY TELEPHONE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR ANY COLEMAN COUNTY TELEPHONE SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO COLEMAN COUNTY TELEPHONE'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF COLEMAN COUNTY TELEPHONE'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY

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COLEMAN COUNTY TELEPHONE OR COLEMAN COUNTY TELEPHONE'S AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

#### No Third Party Beneficiaries

No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

#### Content

You are liable for any and all liability that may arise out of the content transmitted by or to you or Users using the services. You shall assure that your or Users' use of the services and content will at all times comply with all applicable laws, regulations and written and electronic instructions for use. Coleman County Telephone reserves the right to terminate or suspend affected services, and/or remove your or Users' content from the services, if Coleman County Telephone determines that such use or content does not conform with the requirements set forth in this Agreement or interferes with Coleman County Telephone's ability to provide services to you or others or receives notice from anyone that your or Users' use or Content may violate any laws or regulations. Coleman County Telephone's actions or inaction under this paragraph shall not constitute review or approval of your or Users' use or content. You will indemnify and hold Coleman County Telephone harmless against any and all liability arising from the content transmitted by or to you or to Users using the services. For purposes of this paragraph, the term "User" means any person, whether authorized or unauthorized, using the service provided to you.

#### Governing Law / Resolution of Disputes - Mandatory Arbitration

Any dispute or claim between you, the Customer, and Coleman County Telephone arising out of or relating to the service provided in connection with these General Terms and Conditions shall be resolved by arbitration ("Mandatory Arbitration"), unless otherwise specified in Customer's individual Service Contract. To the extent that there is a conflict regarding this Mandatory Arbitration provision, the Customer's individual Service Contract supersedes the Terms and Policies of the individual services.

The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

#### Governing Law / Resolution of Disputes - Governing Law

The Agreement and the relationship between you and Coleman County Telephone shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with the Mandatory Arbitration provision herein, you and Coleman County Telephone agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Texas and waive any objection as to venue or inconvenient forum. The failure of Coleman County Telephone to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### Severability

If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability

will not invalidate or render unenforceable any other portion of this Agreement.

Privacy

Coleman County Telephone utilizes, in whole or in part, the public Internet and third party networks to transmit communications. Coleman County Telephone is not liable for any lack of privacy which may be experienced with regard to the service. Please refer to our Privacy Policy applicable to you at [www.cctelco.org](http://www.cctelco.org) for additional information.