

## **PC TELCOM TERMS AND CONDITIONS**

These Terms and Conditions contain the regulations and provisions governing the use of the telecommunications and cable services ("Services") described herein and provided by the companies that make up PC Telcom. PC Telcom consists of three separate Colorado-based companies: Phillips County Telephone Company, Phillips County Communications, LLC and PC Telcorp, Inc.

Phillips County Telephone Company provides local telephone service to customers within an area (the "Certificated Area") certified by the Colorado Public Utilities Commission.

Phillips County Communications, LLC provides the following services to customers within the Certificated Area:

- Long Distance and International Telephone Services
- Internet Services
- Internet Equipment
- Emergency Response Services
- Calling Features
- Telecommunications Wiring Services

PC Telcorp, Inc. may provide the following services to customers both inside and outside the Certificated Area:

- Cable Television
- Cable Television Equipment
- Cellular Services
- Transparent WAN Services
- Cable Wiring Services
- Internet Services
- Internet Equipment
- Telecommunications Wiring Services
- Computer Services
- VOIP Services
- Smart Home Services

In these Terms and Conditions, any of these companies or all of them together are, as applicable, referred to as the "Company" or "PC Telcom".

The Customer's use or application for service for any of the Services provided by a PC Telcom company shall constitute an acceptance of and agreement to these Terms and Conditions and as they may be amended from time to time. Customer may also be required to sign a separate application or service agreement which includes, states or otherwise attaches or references these Terms and Conditions.

The Company may modify these Terms and Conditions upon advance written notice to the Customer. The most current version of these Terms and Conditions can be found on the Company's web site at <http://www.pctelcom.coop> or at the Company's business office at 240 S. Interocean, Holyoke, Colorado between the hours of 8 A.M. and 5 P.M. Any changes to the Terms and Conditions become effective on the Effective Date set forth in the written notice. By continuing to accept or use the Company's Services after the Effective Date, the Customer agrees to the Terms and Conditions as modified. If the Customer disagrees with any of the changes (including changes in prices or other charges), the Customer may discontinue the Service to which the changes apply by giving notice to the Company in the manner provided in these Terms and Conditions.

In addition to the Services described in these Terms and Conditions, the Company may offer additional Services or additional features of Services not specifically described in these Terms and Conditions. Those additional Services or features will be subject to these Terms and Conditions and to additional terms and conditions specifically applicable to those Services or features, as described in a Service Agreement, customer order form, or Company Tariff.

These Terms and Conditions are subject to any tariffs and governmental regulations applicable to the Services provided by or through the Company.

**TABLE OF CONTENTS**

**SECTION I - GENERAL TERMS AND CONDITIONS..... 4**

1. *Definitions* ..... 4

2. *Undertaking of the Company*..... 4

3. *Application for Service; Credit* ..... 4

4. *Use/Misuse of Service*..... 4

5. *Minimum Term*..... 4

6. *Billing and Payment* ..... 5

7. *Taxes, Fees and Other Charges* ..... 6

8. *Terminal and Company Equipment* ..... 6

9. *Interconnection* ..... 7

10. *Inspection, Testing and Adjustment* ..... 7

11. *Credit Allowances for Interruption of Service* ..... 7

12. *Cancellation by the Customer* ..... 7

13. *Discontinuance of Service* ..... 8

14. *Restoration of Service* ..... 8

15. *Use of Recording Devices* ..... 8

16. *Special Customer Arrangements*..... 8

17. *Liability of the Company* ..... 9

18. *Disclaimer of Warranties* ..... 10

19. *Company as Agent* ..... 10

20. *Other Terms and Conditions* ..... 10

21. *Dispute Resolution* ..... 10

22. *Complete Agreement*..... 10

23. *Notices*..... 10

**SECTION II - LOCAL TELEPHONE SERVICE ..... 11**

1. *Local Telephone Service* ..... 11

**SECTION III - LONG DISTANCE AND INTERNATIONAL SERVICES ..... 11**

1. *Designation of Carrier*..... 11

2. *Changes in Customer Designation*..... 11

3. *No Responsibility for Long Distance Carrier; Limitation of Liability*..... 12

4. *Billing for Long Distance Service* ..... 12

5. *Unlisted/Non-published Customers* ..... 12

6. *Customer Responsibility* ..... 12

7. *Long Distance Carrier Conditions*..... 12

8. *International Calling*..... 12

**SECTION IV – CALLING FEATURES ..... 12**

**SECTION V - INTERNET SERVICES..... 13**

1. *Company’s Responsibilities* ..... 13

2. *Customer’s Use and Responsibilities* ..... 13

3. *Cancellation* ..... 14

4. *Internet Services*..... 14

5. *Customer Service* ..... 14

6. *Company’s Online Privacy Policy* ..... 15

7. *Requirements Regarding Eligibility and E-mail I.D.*..... 15

8. *Charges and Billing* ..... 15

9. *Web Service* ..... 15

10. *Customer’s Risk; No Warranty and Limitation of Liability*..... 16

11. *Customer Obligation for Protection* ..... 16

12. *Company’s Rights and the Rights of Others* ..... 17

13. *Allowable Use and Internet Etiquette* ..... 17

14. *Unauthorized Use of Account*..... 18

15. *General Statements Regarding the Internet*..... 18

16. *Limitations on Resource Usage*..... 19

17. *Ownership and License* ..... 19

18. *Copies of Software* ..... 19

19. *Software Export* ..... 19

<b>SECTION VI - CELLULAR SERVICES .....</b>	<b>20</b>
1. Cellular Service Provider.....	20
2. Terms of, Changes in, and Termination of Cellular Service.....	20
3. No Responsibility for Cellular Service Provider; <b>Limitation of Liability</b> .....	20
4. Billing for Cellular Service.....	20
5. Cellular Equipment.....	20
6. Repair and Maintenance.....	21
<b>SECTION VII - CABLE TELEVISION SERVICES.....</b>	<b>21</b>
1. Services Provided.....	21
2. Cable Equipment.....	21
3. Repair of Equipment.....	21
4. Disruption of Service.....	21
5. Reproduction of Programs.....	21
6. PC Telecom's Rights.....	21
7. Access to Customer Premises.....	22
8. Prohibited Uses.....	22
9. <b>Limitation of Liability</b> .....	22
10. Programming.....	22
<b>SECTION VIII – TRANSPARENT WAN SERVICE (TWS).....</b>	<b>22</b>
<b>SECTION IX – TELECOMMUNICATIONS EQUIPMENT SERVICES .....</b>	<b>22</b>
<b>SECTION X – COMPUTER SERVICES .....</b>	<b>23</b>
<b>SECTION XI – VOIP SERVICES .....</b>	<b>23</b>
1. Services Agreement.....	23
2. Equipment.....	23
3. No Responsibility for VOIP Service Provider; <b>Limitation of Liability</b> .....	23
4. Billing/Payment for VOIP Services.....	23
<b>SECTION XII – SMART HOME SERVICES .....</b>	<b>23</b>
1. Services Agreement.....	24
2. Equipment.....	24
3. <b>Limitation of Liability</b> .....	24
4. Billing/Payment for Smart Home Services.....	24
<b>SECTION XIII - EMERGENCY RESPONSE SERVICES .....</b>	<b>24</b>
1. Services Provided.....	25
2. Applicable Regulations.....	25
3. Limitation to Service Area.....	25
4. Limitations on Service Provided.....	25
5. Limitations Based on Customer Responsibility.....	25
6. <b>Limitation of Liability</b> .....	25
7. Unlisted/Non-published Customers.....	25
8. Lease and Equipment.....	26
9. Transfer of Warranty.....	26
<b>SECTION XIV - INSIDE WIRING SERVICE .....</b>	<b>26</b>
1. Services Provided.....	26
2. Access.....	26
3. Billing for Telecom Wiring Service.....	26
4. <b>Limitation of Liability</b> .....	27
5. Transfer of Warranty.....	27
<b>SECTION XV - RATES .....</b>	<b>27</b>

## SECTION I - GENERAL TERMS AND CONDITIONS

### 1. Definitions.

There are many words and terms which have been particularly defined by the Company and others in the telecommunications industry which are used in these Terms and Conditions. These words are generally noted by an initial capital letter. For those terms not defined in these Terms and Conditions, the definitions used by the Company can be found at its website at <http://www.pctelcom.coop> or a copy can be obtained at the Company's business office during normal business hours.

### 2. Undertaking of the Company.

The Company arranges for Customers to obtain, or assists the Customer in obtaining, installation, operation, and maintenance of the Services described in these Terms and Conditions. Not all Services described in these Terms and Conditions may be provided directly by the Company. Some Services may be contracted to other service providers as determined by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network or to various Services; or the Company may facilitate the access of the Customer to certain Services.

### 3. Application for Service; Credit.

3.1 Any member of the general public (including natural persons or legally organized entities such as corporations, partnerships, limited liability companies or governmental bodies) is entitled to obtain Services under these Terms and Conditions, provided that the Company reserves the right to deny access to Services: (a) to any Customer that, in the Company's reasonable opinion, presents an undue risk of non-payment, (b) in circumstances in which the Company has reason to believe that the use of the Service(s) would violate the provisions of these Terms and Conditions or applicable laws or regulations, or (c) if insufficient facilities are available to provide the Services.

3.2 The Company may require a Customer to sign an Application for Service and/or a Service Agreement and to establish credit worthiness as a condition precedent to the initial establishment and continued use of a Service through an investigation of the Customer's credit history. By delivering an Application for Service or a Service Agreement to the Company, the Customer consents to and authorizes the Company to investigate the Customer's credit history. The Company may report the Customer's credit and payment performance to credit reporting agencies. The Service Agreement for an individual Service may contain terms and conditions that are in addition to these Terms and Conditions.

### 4. Use/Misuse of Service.

4.1 The Services offered by or through the Company may be used for any lawful purpose for which the Services are technically suited. All charges and other amounts due under applicable Service Agreements or other arrangements, whether authorized or not, will be the Customer's responsibility. If more than one party is named in a Service Agreement as a Customer, liability shall be joint and several. Published prices are subject to change without prior notice, except for notices required for regulated services. The Customer shall be liable for all obligations under these Terms and Conditions and any applicable Service Agreements notwithstanding any sharing, reselling or rebilling of the Services and regardless of the Company's knowledge of the same. The Company shall have no liability to any person or entity other than the Customer. The Customer shall not use nor permit others to use any Service in a manner that could harm the facilities of the Company or others or that is inconsistent with these Terms and Conditions or any applicable law or regulation.

4.2 A Service may be immediately discontinued by the Company in the event of any misuse or fraudulent use of the Service, or any use which the Company determines, in its reasonable judgment negatively affects its system or other Customers' use of the Company's Services or system or is in violation of law. The Customer shall be responsible for any expenses incurred as a result of misuse or fraudulent use of a Service.

### 5. Minimum Term.

The minimum term for which a Service is provided and for which rates and charges are applicable is one (1) month unless otherwise stated in these Terms and Conditions, an applicable Service Agreement or is mutually agreed otherwise between the parties. When a Service is disconnected prior to the expiration of the minimum term, charges are applicable, whether the Service is used or not.

## 6. Billing and Payment.

6.1 Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in these Terms and Conditions or in any Service Agreements. Some charges at the date of invoice will be the next month's fees and others will include usage charges incurred during the prior month.

6.2 Rates for the Services provided by the Company are published on the Company's Website or may be obtained from the Company at its principal business office in Holyoke, Colorado. Rates are subject to change at any time without notice other than required notices in connection with regulated services.

6.3 The Customer is responsible for payment of all charges for Services furnished to the Customer or any other user, regardless of whether the use is by an Authorized User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Services, equipment provided to the Customer or Customer provided equipment by third parties, the Customer's employees, or the public. This includes payment for Calls or other Services that originate at the Customer's number(s), are accepted at the Customer's numbers (e.g., collect calls), Third Number Billing, Travel Card Calls, or the use of a Company assigned special billing number, or incurred at the specific request of the Customer.

6.4 The following shall apply to financial arrangements for Services provided by the Company to Customers:

6.4.1 Customer shall pay to Company all applicable charges relating to Customer's account(s) in accordance with published rates or applicable Service Agreements in effect at the time of use. Charges for a period included in the first month's bill will be prorated according to the days of service left in the Company's billing period.

6.4.2 Payments are due on the fifteenth (15th) day of the month. Time is of the essence for payment of charges due Company. Customers may be assessed a monthly late fee on past due amounts of \$2.00 per service per month on any payment not paid by the due date. The Company will charge up to the allowable amount for all returned checks and for bank drafts declined by Customer's Bank and Customer's account will be subject to immediate suspension. If a Customer presents an undue risk of nonpayment at any time, the Company may require that the Customer make a deposit or make advance payments as set forth in these Terms and Conditions.

6.4.3 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit may vary with the Customer's credit history and projected usage. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

6.4.4 For Customers from whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if deemed necessary and appropriate in the Company's discretion.

6.4.5 If a customer applies for membership in Phillips County Telephone Company, or obtains or utilizes credit privileges or acquires goods or services from Phillips County Telephone Company, Phillips County Communications, LLC., or PC Telcorp, Inc. (including Radio Shack), Customer shall be deemed to have granted to the company providing the credit privileges or the goods and services a security interest in and to all equity accounts or other investments of Customer of any kind or nature, if any, whether now owned or hereafter acquired, in Phillips County Telephone Company to secure payment of all outstanding charges due from Customer for the goods or services. For purposes of this paragraph 6.4.5, equity accounts and other investments

include without limitation, any certificate of indebtedness, note, share or capital credits under which Customer may at some time be entitled to receive payments from one or more of the entities constituting PC Telcorp, Inc. The Customer does not have the right to demand offset of any equity account or other investment against any amounts due from Customer to one of the companies. Such an offset may be made only at the discretion of the Board of Directors of Phillips County Telephone Company, subject to all Federal and State laws, and the Board may terminate all further credit privileges of the Customer until all outstanding charges are paid in full. If approved by the Board of Directors of Phillips County Telephone Company, capital credits from the customer's capital credit account shall be transferred to the appropriate PC Telcom affiliate for offset of the amount owed under the credit account. Customers who are Members and who purchase goods or services from, or have outstanding credit balances due to Phillips County Telephone Company, Phillips County Communications, LLC., or PC Telcorp, Inc., including RadioShack, Specifically authorize PC Telcorp, Inc., and Phillips County Communications LLC., at their sole option, to request an application of the Customer's equity accounts and other investments in Phillips County Telephone company to amounts due from the Customer.

6.5 Deposits and advance payments may be required for certain Services and not for others or with respect to one type of equipment obtained from the Company but not for another.

6.6 Deposits, advance payments and other payment conditions required by third parties providing equipment or services to Customers as part of or in connection with the Services provided by the Company shall be determined in accordance with the requirements of the third parties.

6.7 For payments of amounts due the Company, the Customer may elect payment by cash, bank draft, check, money order, credit or debit card. Bank drafts will be presented for payment the 10<sup>th</sup> of the month or the next business day if the 10<sup>th</sup> falls on a Saturday or Sunday. For payments made by check, cash, money order, debit or credit card, the Customer's payment is due on the fifteenth (15<sup>th</sup>) calendar day of the month following the date of the invoice.

6.8 Disputes with respect to charges must be presented to the Company in writing within ninety (90) days from the date of the invoice or the invoice will be deemed to be correct and binding on the Customer.

6.9 In the event suit is brought or an attorney is retained by the Company to enforce these Terms and Conditions or collect or attempt to collect any charges owed to the Company, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

6.10 Accounts cancelled due to non-payment will be reported to a credit reporting agency

## 7. Taxes, Fees and Other Charges.

The Customer agrees to pay applicable federal, state and local government taxes, fees and surcharges and any other applicable fees and charges. The Customer also agrees to pay charges that result directly or indirectly from government regulations or mandates. Such taxes, fees, charges, and surcharges are in addition to the rates for the Services provided by or through the Company and will be itemized separately on Customer invoices.

## 8. Terminal and Company Equipment.

8.1 The Company's telecommunications facilities and Services may be used with, or terminated in, terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Internet Service may be used in connection with, or terminated in, Customer electronic devices. All terminal equipment or communications systems and Customer electronic devices shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's Services. The Customer agrees to operate any Customer Provided Equipment or any other equipment in accordance with these Terms and Conditions and all applicable FCC Rules.

8.2 Except when title and ownership is specifically transferred to Customer, all telecommunications facilities, equipment and materials used by Company in providing Services to Customer ("Company Equipment") shall remain the sole property of Company (or in the case of equipment and materials provided by a third party

provider, the third party provider). When Company Equipment is in the possession or under the control of Customer, Customer shall be fully responsible and liable to Company for any loss of or damage to any of the equipment or materials unless caused by a defect in the equipment or materials. If Company Equipment is located on Customer's Premises, Customer shall provide Company with reasonable access to Company Equipment for maintenance and repair. Company shall have the right, without any liability whatsoever, to enter the Customer's premises to remove the Company's equipment and materials whenever (a) the Customer is in default with respect to any of the Customer's obligations in connection with any Services provided by the Company to the Customer, (b) an agreement for the Services utilizing the equipment and materials has been terminated by the Company or the Customer, or (c) the Company replaces the equipment and materials with different equipment and materials.

## 9. Interconnection

9.1 Services furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems and equipment, as applicable, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems or equipment.

9.2 Connection to or interconnection with the services or facilities of other common carriers or third party providers shall be under the applicable terms and conditions of these Terms and Conditions and the other common carrier's or third party provider's tariffs and/or terms and conditions. In case of a conflict between the Company's Terms and Conditions and the tariffs or terms and conditions of a common carrier or a third party provider, the tariffs or terms and conditions of the common carrier or third party provider shall prevail unless they clearly provide the Company's Terms and Conditions are to prevail. If Customer is not provided a copy of applicable policies, terms or conditions of a common carrier or a third party provider in connection with services provided by a common carrier or third party provider, Customer may contact Company's principal business office during ordinary business hours for a copy or to be advised where a copy may be obtained.

## 10. Inspection, Testing and Adjustment.

Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether these Terms and Conditions are being complied with in the installation, operation or maintenance of the Customer provided equipment or the Company's facilities or equipment. Company may interrupt Services for routine tests, inspections and maintenance without liability for credit allowances for interruption of the Services. Company may interrupt Services at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these Terms and Conditions or provisions of an applicable Service Agreement by Customer.

## 11. Credit Allowances for Interruption of Service.

11.1 Credit allowances for interruptions of Services which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in these Terms and Conditions. Credit allowances for interruptions of services provided by a third party must be addressed with the third party.

11.2 It shall be the obligation of the Customer to notify the Company immediately of any interruption in Services for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

11.3. In the event it is determined by the Company, in its discretion, that a credit is appropriate, the Customer shall be credited at the rate of 1/30th of the monthly charge for the Services affected for each day that the interruption continues. For purposes of credit computation, every month shall be considered to have 30 days and shall be calculated using the following credit formula:  $Credit = A/30 \times B$  where A is the outage time in days and B is the total monthly charge for the affected service.

## 12. Cancellation by the Customer.

The Customer may have Services provided by the Company discontinued upon written or verbal notice to the Company. The Company shall hold the Customer responsible for all applicable charges and the payment of all bills for Service furnished until the cancellation date specified by the Customer, until the date that the written cancellation notice is received or through the applicable billing cycle, whichever is later. Services provided by a third party may be cancelled in accordance with the requirements of the third party.

13. Discontinuance of Service

13.1 Upon nonpayment of any sum that is more than 30 days overdue to the Company, or any violation of any provisions governing the furnishing of Services subject to these Terms and Conditions or under an applicable Service Agreement, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of the Services. The Customer shall be deemed to have canceled the Services as of the date of disconnection and shall be liable for any cancellation charges set forth in these Terms and Conditions or in the rates published by the Company.

13.2 Services may be discontinued by the Company, without notice to the Customer and without credit allowances, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes such as Calling Card codes, when the Company deems it necessary to take such action to prevent unlawful use of the Services. The Company will restore Services as soon as they can be provided without undue risk.

13.3 Without incurring any liability, the Company may discontinue the furnishing of Services to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services.

13.4 Discontinuance of Services by the Company does not relieve the Customer of any obligations to pay the Company for charges due and owing for Services furnished up to the time of discontinuance.

13.5 The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of Services in the same manner as provided for nonpayment of overdue charges.

13.6 The remedies set forth in these Terms and Conditions shall not be exclusive and the Company shall at all times be entitled to all rights available to it under an applicable Service Agreement and under either law or equity.

14. Restoration of Service.

If Services have been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, the Services shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

15. Use of Recording Devices.

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with all applicable laws.

16. Special Customer Arrangements.

For special equipment and arrangements furnished due to the Customer's request in connection with the provision of Services, charges equivalent to the actual cost of furnishing the requested equipment or arrangements may apply. Actual cost includes, but is not limited to, an estimate of the cost of maintenance; cost of operation; depreciation based on the estimated useful life of the facilities with an appropriate allowance for estimated net salvage; administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies. Actual cost installed as mentioned above includes, but is not limited to, cost of equipment and



materials specifically provided or used plus the estimated cost of installing, including engineering, labor supervision, transportation, rights of way and other items which are chargeable to the capital accounts.

17. Liability of the Company.

**THE FOLLOWING PROVISIONS STATE LIMITATIONS OF THE COMPANY'S LIABILITY.**

17.1 The Company will strive to provide continuous Services to the Customer; however, the Company may temporarily interrupt or reduce Services if the Company determines that such interruption or reduction is necessary or desirable in case of system emergencies, or in order to install equipment, make repairs to, make replacements within, make investigations and inspections of, or perform other maintenance work on, the Company's facilities or system or Company Equipment. *Except as stated in subsection 17.2, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in these Terms and Conditions.* These Terms and Conditions do not limit the liability of the Company for willful misconduct.

17.2 *The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, or changing the Services or facilities or equipment shall not exceed an amount equal to the charges applicable under these Terms and Conditions, an applicable Service Agreement or in rates published by the Company (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs. However, any mistakes, omissions, interruptions, delays, errors, or defects in transmission or Services which are caused by, or contributed to, by the negligence or willful act of the Customer, or which arise from the use of Customer Provided Equipment or equipment provided by any third party, shall not result in the imposition of any liability whatsoever upon the Company.*

17.3 *The Company shall not be liable for any act, omission or negligence of any Local Exchange Carrier, Other Common Carrier, or other provider whose facilities are used concurrently in furnishing any portion of the Services received by the Customer, or for the unavailability of, or any delays in, the furnishing of any services or facilities which are provided by any Local Exchange Carrier.*

17.4 *The Company shall not be liable for any claim, loss, expense, or damage due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.*

17.5 *The Company shall not be liable for any act or omission of any other entity furnishing to the Customer services, facilities or equipment used with the Services furnished by the Company; nor shall the Company be liable for any damages or losses due in whole, or in part, to the fault or negligence of the Customer or due in whole or in part to the failure of Customer Provided Equipment or Customer provided facilities.*

17.6 *The Customer shall indemnify, defend and hold harmless the Company including the costs of reasonable attorney's fees against:*

17.6.1 *Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;*

17.6.2 *Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and*

17.6.3 *All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.*

17.7 Under no circumstances whatsoever, shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special, consequential, or exemplary damages.

18. Disclaimer of Warranties.

**The Company makes no warranties, express or implied, with respect to Services or equipment, including any implied warranty of merchantability or fitness for a particular purpose. The Customer acknowledges that all equipment utilized by the Customer has been determined solely by the Customer to be suitable for its purpose and the Company has made no representation or warranty with respect to the suitability or durability of the equipment. This Agreement does not deprive the Customer of any rights the Customer may have against any manufacturer of the equipment. The Customer's sole recourse shall be against the manufacturer if equipment fails to operate to the Customer's satisfaction, or if any other damage is claimed.**

19. Company as Agent.

Where any of the Services are furnished by a third party provider through the Company's Services or their availability to the Customer is facilitated by the Company, the Company shall be construed and deemed to be only an agent for the third party provider and the Customer's relationship shall be, unless otherwise clearly stated, a direct relationship with the third party provider.

20. Other Terms and Conditions.

20.1 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

20.2 If an entity other than the Company (e.g., another carrier or a supplier), imposes charges on the Company in connection with a service, that entity's charges may at the Company's option, be passed through to the Customer.

20.3 All members of the Company shall be subject to applicable provisions of the Company's Articles of Incorporation and Bylaws which shall be deemed to be part of any contract between the Company and a member who is a Customer.

21. Dispute Resolution.

In the event that a legal dispute arises between the Company and the Customer, the parties shall submit the dispute to binding arbitration as provided in accordance with the rules and procedures of the American Arbitration Association unless a specific Service Agreement regarding specific Services involved in the dispute provides otherwise .

22. Complete Agreement.

The Customer agrees that an applicable Service Agreement or other agreement, if any, these Terms and Conditions (including materials referenced in them), the Company's Articles of Incorporation and Bylaws, where applicable, and the Company's published rates make up the complete and exclusive agreement between the Customer and the Company with respect to particular Services covered by them and that they, taken together, supercedes any proposal or prior agreement, oral or written. The Customer acknowledges that no Company employee or agent is authorized to make any representation or warranty with respect to any agreement between the Customer and the Company except as is provided in those materials. If the Company waives or fails to uphold or enforce any provision of any of those materials, it shall not be construed as a waiver of any other provision or as a waiver of a violation by the Customer of the same provision on a different occasion.

23. Notices.

Except as otherwise specifically provided in these Terms and Conditions, any notices to be given to the Customer in connection with any agreement between the Customer and the Company shall be sufficient if given (i) personally, (ii) by United States mail to Customer at the billing address on file with the Company, or by e-mail

to Customer at a Customer e-mail address on file with the Company. Notice to the Company shall be given to it in the same manner at its principal business office or at its e-mail address on the Company's website.

## **SECTION II - LOCAL TELEPHONE SERVICE**

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for local telephone service.

1. Local Telephone Service.

Local telephone service shall be provided to the Customer upon the Company's approval of the Customer's application for Service. The General Terms and Conditions described in Section I above shall apply to local telephone service.

## **SECTION III - LONG DISTANCE AND INTERNATIONAL SERVICES**

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for long distance and international calling services. By entering into a specific Service Agreement or another agreement for long distance or international services or by using long distance or international services provided by or offered through the Company, the Customer agrees to be bound by these additional terms and conditions.

1. Designation of Carrier.

The Customer shall have the right to designate the carrier, including the Company, through which long distance telephone communications are to be carried subject to availability and subject to applicable governmental regulations. Available carriers will include those which provide long distance service in the geographic area in which the Company supplies Services and which are accessible by the Company pursuant to applicable arrangements between the Company and the carrier. Different Interlata and Intralata carriers may be designated by the Customer.

2. Changes in Customer Designation.

The Company shall change the Customer's designated long distance carrier upon written notification from the Customer. The Company will endeavor to make or accept no changes to the Customer's designated long distance services carrier without written notification from the Customer. The Company is aware of practices in the

telecommunications industry, such as those characterized as “slamming,” where a Customer’s long distance carrier may be changed without the Customer’s actual knowledge or consent. The Company will seek to guard against these practices. The Company cannot, however, guarantee that changes may not occur without the Customer’s authorization if the Company reasonably believes it has received proper authorization.

3. No Responsibility for Long Distance Carrier; Limitation of Liability.

The Company shall have no responsibility or liability for any acts or omissions of any kind of a long distance carrier, other than the Company, which provides or seeks to provide services to a Customer. The Company’s sole responsibility with respect to long distance services provided by another carrier shall be to provide Access Coordination to the long distance carrier’s services and equipment and, where applicable, to provide billing services to the long distance carrier. **All limitations of liabilities and disclaimers of the Company contained in the General Terms and Conditions shall be applicable with respect to the Company’s providing or facilitating the provision of long distance Services to the Customer.**

4. Billing for Long Distance Service.

Where the Company has made arrangements for charges for long distance services provided by another carrier to be included in the Company’s billings, long distance charges will be included in the Company’s billing statements as a service provided by the Company to the other carrier except if the Company is directed otherwise by the other carrier or the Customer. The Company shall in no way be responsible or liable for any errors in charges of other carriers which are included in the Company’s billings except for errors made directly by the Company.

5. Unlisted/Non-published Customers.

For unlisted and non-published Customers, the Customer’s BNA (billing name and address) will be disclosed to other TSPs (Telecommunications Service Providers) for billing and collection purposes, and for additional non-marketing purposes, including verification of service orders, identification of Customers who have moved, fraud prevention and equal access compliance purposes, unless the Customer affirmatively requests that the Customer’s BNA not be disclosed. If the Customer requests that the BNA not be disclosed, the Customer will not be able to place third number, local telephone company calling card calls or receive collect calls on the Customer’s telephone.

6. Customer Responsibility.

If a Customer is connecting new service, disconnecting service, changing the designated long distance carrier from any long distance company or the Company, the Customer will be required to contact the long distance carrier directly. The Company will not assume responsibility for failure of the Customer to contact the long distance carrier.

7. Long Distance Carrier Conditions.

All long distance services shall be subject to the terms and conditions for the services which are required by the long distance carrier.

8. International Calling.

International services provided by or through the Company will be subject to the General Terms and Conditions stated above, the additional terms and conditions for long distance services, and the rates contained in the Company’s rate schedules.

## SECTION IV - CALLING FEATURES

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for voice mail services and other calling features.

1. It is possible that in the use of voice mail or other calling features such as call waiting, messages may be lost or may not be retrievable. The Company shall have no responsibility or liability with respect to any messages which are lost or cannot be retrieved in the voice mail system.

2. From time to time, the voice mail system may not be in operation because of equipment failures or maintenance work being conducted on the system.

**3. All limitations of liabilities and disclaimers of the Company contained in the General Terms and Conditions shall be applicable with respect to the Company's voice mail services.**

4. The Company may offer one or more voice mail plans for selection by the Customer. Plans may be modified or terminated at any time by the Company. Information regarding plans which are available and rates for them can be obtained at the Company's website or the business office during normal business hours.

## SECTION V - INTERNET SERVICES

LICENSE In connection with Internet Services, Company grants Customer a non-exclusive, non-transferable, limited license to access the Internet through Company's network together with a non-exclusive license to use Company's Software (as defined below) and accompanying documentation on the terms and conditions set forth in the General Terms and Conditions, the following terms and conditions and any other agreements between Company and Customer relating to Internet Service.

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for Internet Services. By an Internet Services agreement, using the Internet access offered by or through the Company or opening the package containing software necessary to access and use the Internet Service ("Software"), the Customer is agreeing to be bound by these Terms and Conditions.

### 1. Company's Responsibilities.

The Company agrees to:

1.1 provide Members with Internet Services as described in the Internet services agreement and these Terms and Conditions;

1.2 take steps to protect Customers' privacy; and

1.3 inform the Customer of the legal conditions that apply to Customer use of Internet Service.

### 2. Customer's Use and Responsibilities.

2.1 Customer may: use the Software only with the Internet Services offered by Company in conjunction with the distribution of the Software and Documentation of Company's Internet service with which the Software is bundled; use the Software on any single computer; use the Software on a second computer so long as the first and second computers are not used simultaneously; or copy the Software for archival purposes, provided any copy contains all the original Software proprietary notices.

2.2 Customer agrees to:

2.2.1 meet Company's requirements regarding eligibility, payment, and Customer e-mail I.D.;

2.2.2 preserve Company's rights and the rights of others; and

2.2.3 follow Company's guidelines and observe appropriate etiquette when using Internet Service.

2.3 Customer is responsible for all use of Customer's account(s) and confidentiality of password(s). Company will suspend or change access upon notification that Customer's password has been stolen, lost or otherwise possibly compromised. Company is not responsible for Customer's personal files residing online on Company's owned and controlled computers or those of Third Party Providers. Customer will be responsible for independent backup of Customer's data stored online.

2.4 If the subscriber is less than 18 years of age, the application must be signed and the terms for use of Company's Internet Service agreed to by a parent or legal guardian, who is responsible for all charges related to the use of the subscriber's account(s).

3. Cancellation.

If Company cancels Customer's account or terminates Customer's Internet agreement for any reason, Customer agrees not to re-register for Internet service without the Company's written permission. Customer agrees that Customer's re-registration for Internet service following the suspension or cancellation of Customer's account by Company without receiving written permission from Company will result in a charge to Customer's account of up to \$500 as well as termination of Customer's account.

4. Internet Services.

The Company is providing two types of services: (1) Dial-up access for residential and business Customers, or (2) High Speed Internet via Digital Subscriber Line (DSL), Wireless, or Cable Modem Service.

4.1 Dial-up access services provide Internet access to one user on one computer for a single dial-up session. Dial-up service may include various plans with differing rates.

4.2 Internet accounts may not be used for automated, unsupervised use of the Internet or simultaneous connections by multiple people without prior arrangements being made specifically with the Company. Accounts may not be kept connected with a keep-alive of any sort, such as setting an e-mail program to check mail periodically unattended. Company may disconnect dial-up connections after extended periods of inactivity or unauthorized use. In order to assist Company in balancing user loads, Company reserves the right to manage maximum session length and terminate sessions that exceed the maximum length even if Customer is actively using the connection. In the event a Customer's session has been terminated, Customer may immediately dial back in to reconnect.

4.3 Company reserves the right to modify charges and service types at any time.

4.4 From time to time, the Company may develop and offer other types of services and additional variations of the single dial-up service. In that case, the Customer will be notified of options which could be applicable to the Customer.

4.5 DSL will be provided according to current rates and service offerings.

4.6 Dedicated accounts will be provided to Customers on an individual case basis to be determined between the Company and the Customer.

5. Customer Service.

5.1 Questions regarding Internet Services including improper use of a Customer's account or desires to update registration information should be directed to the Company's customer service department (Customer Service) by:

5.1.1 Calling (970) 854-2201 Toll Free: 866-854-2111

5.1.2 Sending the Company a message by facsimile at (970) 854-2668

5.1.3 Sending the Company an e-mail at [sales@pctelcom.coop](mailto:sales@pctelcom.coop)

5.1.4 Using the links which may be made available on the Company Internet Home Page

5.1.5 Technical Support (970) 854-7500 Toll Free:1-866-398-1660

5.2 In addition, the Customer may cancel Internet Service by calling (970) 854-2201 or following any other instructions that may be posted on the Customer Internet Home Page.

6. Company's Online Privacy Policy.

6.1 As a customer of Internet Service, Customers give the Company information that the Company uses to conduct its daily business. With the Company's Online Privacy Policy, the Company wants to assure its Customers that the Company keeps Customer-identifiable information as confidential as possible.

6.2 In addition to information which identifies Customers of Internet Service ("Customer Identifying Information"), the Company recognizes that concerns over privacy, especially with the growth of online services, has been increasing. The Company will take reasonable steps to protect the privacy of Customer Identifying Information and to cause Third Parties Contributors to Services to do the same. The Company will not sell, trade or otherwise disclose to third parties any Customer Identifying Information unless legally required to do so. The Company will not access information provided by a Customer in the course of using Internet Service except as provided in these Terms and Conditions or by an applicable Service Agreement.

7. Requirements Regarding Eligibility and E-mail I.D.

7.1 Eligibility. Customers may obtain Internet Service by furnishing to the Company an application and registration form. Internet Service Customers must be at least eighteen (18) years old, although a parent or guardian who is, and agrees to be, responsible for all charges and take full responsibility for the account of a person under the age of eighteen (18) may establish an account for use by a person under the age of eighteen (18). The Customer must apply and register using the Customer's own name.

7.2 E-mail I.D. During the application and registration process, the Customer will be asked to enter the name or number the Customer wants as his or her e-mail I.D. If the e-mail I.D. chosen is already in use, or if the Company cannot accept it for any other reason, the Customer will be asked to enter another, change it, or the Company will assign an e-mail I.D. to the Customer.

8. Charges and Billing.

8.1 The Customer must pay all charges related to the account and provide all equipment, including computer hardware and software, necessary to connect to and use Internet Service. All charges for dial-up access will be according to rates and prices which are applicable at the time the Customer uses Internet Service or in the case of dedicated accounts at the rates and prices agreed to by the Company and the Customer with respect to the account.

8.2 Charges at the date of invoice will include the current month's access fee, the next month's other recurring charges, and additional usage charges incurred during the prior month, if any. Charges will also include any other amounts which are payable by the Customer in connection with Customer's use of Internet Service. The Customer's first bill will be prorated according to the days of service left in Customer billing period with the Company. Charges will begin from the date the Customer's registration for Internet Service is effective subject to any promotional discounts which the Company may from time to time offer.

8.3 Customer also agrees to pay an assessment of \$250.00 for flagrant disregard of the Company's Allowable Use Policy or allowable use policies of a third party provider through which the Company utilizes to provide Internet Services to the Customer as those policies may be modified from time to time. It is at the Company's or third party provider's sole discretion what constitutes flagrant disregard of allowable use by a Customer.

8.4 The Customer is solely responsible for any local or long distance phone charges accrued in connecting to Internet Service. The Company is not responsible for any phone charges including those unintentionally incurred by a Customer for any reason.

8.5 If it is necessary to contact the Company from outside the Company's toll free area, the call will not be free.

8.6 If the Company changes the Customer's pricing plan, the Company will notify the Customer at least thirty (30) days in advance and allow the Customer to retain the old plan for at least one more billing cycle.

9. Web Service.

9.1 Company provides personal web space to dial-up customers. Company includes web service in its enhanced packages and hosts commercial web pages for a fee. In all cases, the web pages reside on Company's computer equipment or the equipment of Third Party Providers, giving Company some ethical responsibility for the content of such pages. Company will handle potentially inappropriate web pages on a case-by-case basis. Examples of inappropriate information include downloadable virus code and obscene materials.

9.2 Personal web space provided under any residential service may not be used for commercial purposes, including an attempt to sell a product or service. Only web space provided under non-residential services accounts may be used for commercial activity.

9.3 Domain name service is available as an optional service. Customer is responsible for domain name registration with InterNIC or another domain name registry and for any fees charged by the registry. Company charges a setup fee for adding Customer's registered name on Company's domain name server or a Third Party Provider's server. See Schedule A Pricing Sheet.

9.4 Company grants customer a non-exclusive, non-transferable, limited license to store documents on a Company Internet World Wide Web server, and to use the server at burst bandwidth speeds up to Company's full capacity. Company will bill for usage in accordance with rate and prices published online at the time of use.

#### 10. Customer's Risk; No Warranty and Limitation of Liability.

10.1 THE CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE OF INTERNET SERVICE AND OF CUSTOMER'S ACCOUNT. THE COMPANY IS NOT RESPONSIBLE FOR (1) CUSTOMER'S PERSONAL FILES RESIDING ON LINE ON COMPANY OWNED AND CONTROLLED COMPUTERS OR COMPUTERS OR EQUIPMENT OF COMMON CARRIERS OR THIRD PARTY PROVIDERS, (2) CUSTOMER'S INABILITY OR FAILURE TO PERFORM RESEARCH OR RELATED WORK OR TO WORK PROPERLY OR COMPLETELY, OR (3) FAILURE OF ANY COMMUNICATIONS SYSTEMS OR DEVICES. **COMPANY, COMMON CARRIERS AND THIRD PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR COST (INCLUDING LOST PROFITS OR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES) CUSTOMER OR ANYONE ELSE USING CUSTOMER'S ACCOUNT MIGHT INCUR DUE TO USE OR INABILITY TO USE PC TELCOM'S INTERNET SERVICE OR FOR ANY OTHER REASON.** IF CUSTOMER LIVES IN A STATE WHOSE LAWS PREVENT CUSTOMER FROM TAKING FULL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE OF THE PC TELCOM INTERNET SERVICE, COMPANY'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY LAW. IN NO EVENT SHALL COMPANY'S LIABILITY OR THE LIABILITY OF THIRD PARTY CONTRIBUTORS TO SERVICE EXCEED (a) ACTUAL DAMAGES FOR INJURY TO PROPERTY OR PERSON CAUSED BY COMPANY'S NEGLIGENCE, OR (b) FOR ALL OTHER CLAIMS, ACTIONS OR DAMAGES PERMITTED UNDER THESE TERMS AND CONDITIONS OR ANY APPLICABLE SERVICE AGREEMENT, COMPANY'S SERVICE CHARGES DURING THE AFFECTED PERIOD.

10.2 CUSTOMER IS RESPONSIBLE FOR ALL USE OF THE CUSTOMER'S ACCOUNT AND CONFIDENTIALITY OF PASSWORD(S). COMPANY WILL SUSPEND OR CHANGE ACCESS UPON NOTIFICATION THAT CUSTOMER'S PASSWORD HAS BEEN STOLEN, LOST OR OTHERWISE POSSIBLY COMPROMISED.

10.3 CUSTOMER WILL BE RESPONSIBLE FOR ALL ACCESS TO AND USE OF INTERNET SERVICE BY CUSTOMER'S FAMILY MEMBERS, THE CUSTOMER'S PERSONNEL OR OTHERS WHO ACCESS THE SERVICE THROUGH CUSTOMER OR CUSTOMER'S EQUIPMENT, WHETHER OR NOT CUSTOMER HAD KNOWLEDGE OF OR AUTHORIZED THE ACCESS OR USE.

#### 11. Customer Obligation for Protection.

There is a wide variety and quantity of information available through the Internet using the PC Telcom Internet Service. Neither Company nor Third Party Contributors to Service have control over most of what is accessible through the Service. Customer is *solely* responsible for protecting Customer from harmful or inaccurate information.



## 12. Company's Rights and the Rights of Others.

The Internet Service enables Customer to contribute to and gain from a wealth of materials available on the Internet. Some of these are owned by Company and others are owned by third parties. It is important that everyone's rights be preserved. For this reason, Customer must:

12.1 print and download material from the Internet Service for Customer's *own non-commercial purposes* only unless permission has been granted by the provider of the material for other uses;

12.2 *limit the number of copies* Customer makes of Internet Service-related materials;

12.3 *not alter* any aspect of the Internet Service;

12.4 *comply with the terms and conditions* of third parties who provide Customer with materials, including Software; and

12.5 not deliberately or accidentally *export the Software* to countries to which the U.S. prohibits export.

## 13. Allowable Use and Internet Etiquette.

For the Internet Service to be useful to all Customers, it is important that certain guidelines be followed for the use of the Internet Service. It is not the intention of Company to control or monitor Customer's online communication, but Company does reserve the right to edit or remove material of which Company becomes aware and which it determines may be harmful, offensive, illegal or otherwise in violation of Company's policies. Violations of Company's policies may also be a basis for suspending or terminating Customer's account with the Internet Service. The statements and guidelines which follow are applicable to all aspects of the Internet Service, including e-mail, news groups, chat rooms, and web pages. Company may change the statements and guidelines at any time. The Customer will be informed of the changes in a manner provided in these Terms and Conditions or an applicable Internet Service Agreement.

13.1 The Internet Service may only be used for lawful purposes and not for illegal or abusive activities. Transmission of any material in violation of any federal or state statute or regulation is prohibited. This includes, but is not limited to, copyrighted material, material legally judged to be threatening or obscene, or material protected by trade secret.

13.2 Customer may not modify the Software in any way, or change or delete any copyrights, trademarks, service marks and logos on the Internet Service. In addition, Customer may not decompile, reverse assemble, reverse compile or reverse engineer the Software.

13.3 E-mail is a person-to-person medium, not a broadcast medium, and should be treated as such. Commercial advertisements are unwelcome in most discussion groups, newsgroups, chat rooms and e-mail mailing lists. Unsolicited advertisements via e-mail, or via discussion groups whose charter or rules do not explicitly allow advertisements, is not allowable. Inappropriate posting may result in account suspension or cancellation. Customer shall comply with any newsgroups or mailing list's charter or rules as to whether advertising is allowed or not.

13.4 "Spamming," or sending a message to many different off-topic newsgroups, is not allowed. Sending a message, especially an advertisement, to more than five recipients, is by itself considered spamming unless the individuals have specifically requested to be added to a mailing list on that topic. The Company reserves the right to discard bulk relay e-mail because it is an unauthorized use of the Internet Service. Any e-mail addressed to the Customer in care of the Internet Service that is included may not be delivered to the Customer.

13.5 There is not to be sent: (i) a piece of unsolicited commercial e-mail to any person; or (ii) any other unsolicited e-mail to more than 5 people if the e-mail could reasonably be expected to provoke complaints from its recipients (either shall be "Unsolicited E-Mail"). The Customer may not engage in any of the foregoing activities by using the service of another provider, by channeling such activities through the Internet Service or an Internet Service account, re-mailer, or otherwise, as a mail drop for responses or in any way indicating to recipients that the Internet Service or a Internet Service account was involved in the transmission of the Unsolicited E-Mail. The

Company reserves the right not to deliver any outbound e-mail, or any posting which violates the above guidelines.

13.6 Customer should not use the Internet Service to interfere with others' use of the Internet Service or of the Internet in general. Customer should not submit materials that violate the rights of others. Specifically:

13.6.1 messages, data, images and programs that are libelous, defamatory, obscene, pornographic, threatening, abusive, or hateful;

13.6.2 materials that contain viruses, worms, or any other destructive elements; and

13.6.3 materials that interfere with or infringe the copyrights, trademarks, logos, service marks, or confidential information of others.

13.7 Customer may not use or attempt to use the Internet Service to violate Company's security or the security of systems accessible through Company.

13.8 Customer should secure Customer's computer from unauthorized use. Customer is responsible for the use of Customer's account for the Internet Service.

13.9 Customers may register for multiple Internet Service accounts. Only one user may be logged into the Service for any single account at any time. In the event that more than one user is logged into a Service account at any time, Company may terminate the account immediately and/or charge the account holder for the full cost of an additional account at the then applicable price for the additional account for each simultaneous user.

13.10 Customer may not resell or otherwise redistribute the Internet Service or profit in any other way by providing access to others.

13.12 Customer may not allow others outside of Customer's household or designated persons in Customer's business to use the Internet Service.

13.13 Unless Customer is participating in an area of the Internet Service that requires or encourages anonymity, Customer must use Customer's real name in online communications.

13.14 Customer must submit promotional materials only in areas of the Internet Service designated for that purpose.

13.15 Customer should not submit charity requests, petitions for signatures, or any chain mail related materials through the Internet Service.

#### 14. Unauthorized Use of Account.

14.1 Company will strongly react to any use or attempted use of an Internet Service account or computer without the owner's authorization. These types of attempts include "social engineering" (tricking other people into releasing their passwords), password cracking, security hole scanning, denial-of-service attacks (ping-flooding, sending packets with an illegal or improper packet size, UDP flooding, half-open connection flooding) and the like.

14.2 Incidents of harassment or abusive use of e-mail will be dealt with on a case-by-case basis with consultation being conducted with all parties involved.

14.3 Any unauthorized use of accounts or computers by a Customer, whether or not the attacked account or computer belongs to Company or Customer, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and legal action, according to the seriousness of the attack.

#### 15. General Statements Regarding the Internet.

15.1 Company recognizes that the legal status of the Internet has not yet been resolved totally or satisfactorily, either through legislation or court precedent. Company believes the First Amendment rights of free speech, freedom of the press and freedom of association apply to the Internet to the same degree as they do to print media and that any attempt to infringe upon those rights is not legitimate. There are, however, restrictions where Company or Third Party Providers are required to make determinations regarding the legality and propriety of material placed on the Internet Service or use of the Internet Service. In making those determinations, Company for its part will endeavor to be guided by appropriate legal principles.

15.2 Electronic mail passes through multiple mail servers on the Internet as it passes from source to destination. Privacy can never be guaranteed from every possible mail server. Users seeking total privacy should use some encryption scheme to render messages unreadable by eavesdroppers. Company places a high value on privacy and will only examine users' mail when absolutely required, for example when troubleshooting e-mail delivery problems, when presented with complaints regarding unauthorized or illegal e-mail, spamming and other improper use of e-mail services, or being presented with a search warrant for the information.

#### 16. Limitations on Resource Usage.

16.1 The Company reserves the right to impose limits on the total amount of disk space and other resources available for Customer use on Company operated computers or network facilities or Third Party Provider networks. Limits will be established from time to time for the accounts of users of e-mail service. E-mail accounts for all account users are subject to a limit of 25MB for residential and 50MB for business customers.

16.2 Disk space for storage of web pages will be established from time to time by Company or Third Party Providers of the Internet Service. Use of excess space will be charged on a monthly basis according to rates and prices published on-line or otherwise provided to Customers at the time of use. Company reserves the right to cause the removal of files that exceed the allowed limits.

#### 17. Ownership and License.

17.1 All aspects of the Internet Service (except portions owned by Third Party Providers who contribute to the Internet Service) are copyrighted as a collective work under U.S. copyright laws and are owned by the Company – including Company trademarks, service marks and logos.

17.2 Company also has, and Customer grants it, a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sublicense, to use in any way any ideas or materials Customer submits, to Company or the Internet Service.

17.3 Trademarks, service marks, and logos owned by third parties remain the property of those third parties.

#### 18. Copies of Software.

Unless Customer has the express written consent of the copyright owner, Customer is limited to making one machine readable copy, one backup copy, and one print copy of any Company-provided materials available from Company or copies permitted by a Third Party Provider under the Third Party Provider's terms and conditions.

#### 19. Software Export.

19.1 The words "export" and "re-export" mean transferring or releasing the Software to another country or to a national of another country. **The Software is a not-for-export product.** None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported:

19.1.1 into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Yugoslavia, Iran, Syria or any country to which the United States has embargoed goods; or

19.1.2 to anyone on the U.S. Treasury Department's list of Specially Designated nationals or the U.S. Commerce Department's Table of Denial Orders.

19.2 By downloading or using the Software, the Customer represents and warrants to the Company that the Customer is a U.S. citizen, U.S. resident alien, or Canadian citizen and the Customer is agreeing to the foregoing and is representing and warranting that Customer is not located in, under the control of, or a national or resident of any such country or on any such list.

19.3 If the Customer is not a U.S. citizen, U.S. resident alien, or Canadian citizen and has received the Software for the PC Telecom Internet Service, the Software must be returned to the Company.

19.4 The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer-Registered Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or at 252.211-7015, and in similar clauses in the NASA FAR Supplement. The manufacturer of the Software created for the Company's Internet Service is National Rural Telecommunications Cooperative (NRTC).

## SECTION VI - CELLULAR SERVICES

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions and terms and conditions of any Service Agreement with respect to Cellular Service shall be applicable to any and all agreements by and between the Company and the Customer for Cellular Services.

### 1. Cellular Service Provider.

The Company does not provide cellular telephone service ("Cellular Service") directly to the Customer through use of the Company's facilities. For the convenience of its Customers, the Company may contract with one or more third parties for the provision of Cellular Service to the Company's Customers. When a Customer obtains Cellular Service through the Company, the Customer understands and acknowledges that the Customer's benefits are received from, and the Customer's obligations are to the third party provider of the Cellular Service and the Company is solely facilitating the Customer's ability to obtain Cellular Service.

### 2. Terms of, Changes in, and Termination of Cellular Service.

Establishment of Cellular Service, changes in it and termination of it shall all be made in accordance with rules and procedures established by the third party Cellular Service provider. All Cellular Service shall be subject to the rules and procedures established by the Cellular Service provider.

### 3. No Responsibility for Cellular Service Provider; **Limitation of Liability.**

The Company shall have no responsibility or liability for any acts or omissions of any kind of a Cellular Service provider which provides or seeks to provide services to a Customer. **All limitations of liabilities and disclaimers of the Company contained in the General Terms and Conditions shall be applicable with respect to the Company's facilitating the availability of Cellular Service to the Customer.**

### 4. Billing for Cellular Service.

Where the Company has made arrangements for charges for Cellular Service provided by a Cellular Service provider to be included in the Company's billings, Cellular Service charges will be included in the Company's billing statements as a service provided by the Company to the Cellular Service provider and the Customer except if the Company is directed otherwise by the Cellular Service provider. The Company shall in no way be responsible or liable for any errors in charges of a Cellular Service provider which are included in the Company's billings except for errors made directly by the Company.

### 5. Cellular Equipment.

The Customer shall be responsible for acquiring necessary cellular equipment in connection with any Cellular Service obtained by the Customer. The Company may, but shall not be required to, make any cellular equipment available to the Company's Customers. If the Company does make cellular equipment available to its Customers, it shall be made available under separate agreement with the Company.

6. Repair and Maintenance.

All repair and maintenance services with respect to Cellular Service shall be the responsibility of the third party Cellular Service provider and the Company shall have no responsibility with respect to those services.

## **SECTION VII - CABLE TELEVISION SERVICES**

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for cable television services.

1. Services Provided.

Upon completion of a Service Order for Cable Television Services, Customer will be provided video programming and video-related services, a cable box for either traditional or digital cable services, and related equipment.

2. Cable Equipment.

All equipment, including but not limited to, any cables, wires, amplifiers, any traditional cable box, digital cable box, access card, remotes, and keyboards distributed to and/or installed for use in the Customer's premises by, or on behalf of, PC Telcom ("Equipment") remains the property of PC Telcom. None of the Equipment shall become a fixture. Customer must return all Equipment upon substitution of use or termination of service. Failure to do so will result in a charge to be determined with reference to PC Telcom's then current penalty schedule, which amount shall be due immediately. Customer agrees to pay such charges whether such Equipment is lost (through theft or otherwise) or destroyed.

2. Repair of Equipment.

PC Telcom will repair and/or replace defective Equipment (excluding the replacement of batteries) as long as such damage was not caused by misuse or other improper operations or handling by Customer. PC Telcom is not responsible for the maintenance or repair of Customer-provided equipment, including, but not limited to, television sets, VCRs or other video equipment, remote controls, keyboards, stereos or other audio equipment, telephones or A/B switches. A service charge may be imposed if damage to PC Telcom Equipment is due to negligent use or abuse or if no fault is discovered in PC Telcom's system or Equipment. In addition, an equipment charge may be imposed for the repair or replacement of any lost, stolen or damaged Equipment. PC Telcom makes no warranties, with respect to equipment or service provided by PC Telcom or with respect to the Equipment's compatibility with any Customer-owned equipment.

4. Disruption of Service.

In no event, shall PC Telcom be liable for any failure or interruption of program transmissions or service resulting in part or entirely from circumstance beyond PC Telcom's reasonable control. Subject to applicable law, credit will be given for qualifying outages. In any event, if there is a known program or service interruption in excess of 24 consecutive hours (or in excess of such lesser time period pursuant to state law), PC Telcom, upon prompt notification of such failure or interruption from Customer, will either provide Customer with a pro-rata credit relating to such failure or interruption or, at its discretion, in lieu of the credit, provide alternative programming during any program interruption. PC Telcom shall not be liable for any incidental or consequential damages.

5. Reproduction of Programs.

Customer agrees that the programs and other services provided by PC Telcom will be utilized solely for Customer's personal, non-commercial use and will not be duplicated except in compliance with applicable law.

6. PC Telcom's Rights.

6.1 PC Telcom has no obligation to monitor content or services accessible by means of the cable system or the digital cable box. However, Customer acknowledges and agrees that PC Telcom has the right to monitor content electronically from time to time and to disclose any information as necessary to satisfy any law or regulation to operate its programming and data information services properly, or to protect itself or its Customers.

6.2 PC Telcom shall have the right to determine in its sole discretion what constitutes an "inappropriate" or "commercial use" of PC Telcom's systems, equipment and services.

7. Access to Customer Premises.

Customer agrees to provide PC Telcom's representatives with access at reasonable times to Customer's premises to install, inspect, maintain and/or repair the Equipment supplied by PC Telcom and, upon the termination of service, to remove the same from the premises. PC Telcom's failure to remove its property shall not be deemed an abandonment thereof.

8. Prohibited Uses.

The Customer shall not use PC Telcom's Equipment, including without limitation, the cable box or digital cable box, PC Telcom's services or the Services for illegal or inappropriate activities, including but not limited to:

8.1 Invading another person's privacy; unlawfully using, possessing, posting, transmitting or disseminating obscene, profane or pornographic material; posting, transmitting, distributing or disseminating content which is unlawful, threatening, abusive, harassing, libelous, slanderous, defamatory or otherwise offensive or objectionable;

8.2 Modifying, disrupting or tampering with PC Telcom's Equipment;

8.3 Restricting, inhibiting or otherwise interfering with the ability of any other person to use or enjoy any PC Telcom service; or

8.4 Reselling PC Telcom Service.

9. Limitation of Liability.

**All limitations of liabilities and disclaimers of the Company contained in the General Terms and Conditions shall be applicable with respect to the Company's providing or facilitating telecom wiring services to the Customer.**

10. Programming.

All programming, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, data offerings and other Services are subject to change in accordance with applicable law.

## **SECTION VIII - TRANSPARENT WAN SERVICE (TWS)**

PC Telcom shall provide transparent WAN (wide area network) services to those Customers desiring dedicated bandwidth connections between buildings or facilities. TWS shall be provided under a separate agreement between PC Telcom and the Customer with all pricing, terms and conditions detailed in the agreement.

## **SECTION IX- TELECOMMUNICATIONS EQUIPMENT SERVICES**

When the Company has made equipment available to the Customer for purchase or lease, to the extent it is appropriate and available, the Company will transfer and assign the applicable manufacturer's warranties to the Customer. However, in no way shall a transfer or assignment of the manufacturer's warranty extend, change, modify or in any other manner alter warranties provided by the Company, if any, or limitations on the Company's warranties as provided in the warranties, in these Terms and Conditions, or in any applicable Service Agreement with respect to the equipment; provided **all limitations of liabilities and disclaimers of the Company contained in the General Terms and Conditions shall be applicable with respect to the Company's provision or facilitating the availability of telecommunications equipment services to the Customer.**

## SECTION X – COMPUTER SERVICES

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for computer services.

## SECTION XI – VOIP SERVICES

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for Voice Over Internet Protocol ("VOIP Services"). By entering into a specific Service Agreement or another agreement for VOIP Services or by using VOIP Services provided by or offered through the Company, the Customer agrees to be bound by these additional terms and conditions.

### 1. Service Agreement.

Upon completion of a Service Order for and entering into a VOIP Customer Agreement for VOIP Services, Customer will be provided VOIP services as provided herein and in the VOIP Customer Agreement. VOIP Services convert voice communications into Internet protocol for two-way calling, and provide a range of other related features and functionalities.

### 2. Equipment.

To use the VoIP Services, Customer will need a multimedia terminal adaptor or enhanced multimedia terminal adaptor ("MTA/EMTA"). All equipment distributed to and/or installed for use in the Customer's premises by, or on behalf of the Company ("Equipment") remains the property of the Company. If Customer uses MTA/EMTA equipment that is not provided by the Company, it must be approved in writing by the Company or its vendor, and will be deemed Customer Equipment as defined in the VOIP Customer Agreement. All other terms and conditions for installation, repair and use of the MTA/EMTA are included in the VOIP Customer Agreement.

### 3. No Responsibility for VOIP Service Provider; Limitation of Liability.

The Company shall have no responsibility or liability for any acts or omissions of any kind of a VOIP Service provider which provides or seeks to provide services to a Customer. **All limitations of liabilities and disclaimers of the Company contained in the General Terms and Conditions shall be applicable with respect to the Company's facilitating the availability of VOIP Services to the Customer. NOTE that additional limitations of liability concerning the VOIP Services will be found in the VOIP Services Customer Agreement.**

### 4. Billing/Payment for VOIP Services.

4.1 Where the Company has made arrangements for charges for VOIP Services provided by another a third party vendor to be included in the Company's billings, VOIP Services charges will be included in the Company's billing statements as a service provided by the Company to the third party vendor except if the Company is directed otherwise by the third party vendor. The Company shall in no way be responsible or liable for any errors in charges of third party vendors which are included in the Company's billings except for errors made directly by the Company.

4.2 Payment for VOIP Services by Customer shall be made pursuant to the terms and conditions of the VOIP Services Customer Agreement which includes, but is not limited to, time of payment, late charges, termination of service in the event of non-payment, etc.

## SECTION XII - SMART HOME SERVICES

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the

Customer for Smart Home Services ("Smart Home Services"). By entering into a specific Service Agreement or another agreement for Smart Home Services or by using Smart Home Services provided by or offered through the Company, the Customer agrees to be bound by these additional terms and conditions.

1. Service Agreement.

Upon completion of an order for Smart Home Services, Customer shall enter into a Smart Home Services Agreement, and will be provided Smart Home Services as provided herein and in the Agreement. Smart Home Services are (computer systems that are automated and can distribute and integrate all Customer home electrical devices and equipment, including entertainment centers, thermostats, lighting and blinds, environmental sensors, TV and security systems.) Customer may purchase one or more Smart Home Services which may include: home security/web surveillance, electronic surveillance system, alarm system with alarm monitoring for monitoring problems or possible burglary attempts, audible alerts for neighbors, carbon monoxide monitoring, central dispatch monitoring and digital video monitoring.

2. Equipment.

To use the Smart Home Services, Customer will need to purchase or lease equipment at the customer's premise to utilize the company's Smart Home Services. ("Equipment"). All Equipment distributed to and/or installed for use in the Customer's premises by, or on behalf of the Company remains the property of the Company. If Customer uses Equipment that is not provided by the Company, it must be approved in writing by the Company or its vendor, and will be deemed Customer Equipment as defined in the Customer Agreement. Customer may be required to personally test equipment periodically and shall immediately notify Company if any equipment does not work properly. All other terms and conditions for installation, repair and use of the Equipment are included in the Customer Agreement.

3. Limitation of Liability.

3.1 **Company does not represent or warrant that the Smart Home Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the services for which the equipment is installed or intended, or that the Services will be uninterrupted or error-free.** Customer assumes all risk of loss or damage to the premises or property being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of PC Telcom, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

3.2 In addition to the limitations of liability detailed in Section 1 of the General Terms and Conditions, **if Company should be found liable for loss or damage due to a failure on the part of PC Telcom or its contractors, such liability shall be limited solely to an amount equal to fifty percent (50%) of one year's service charges or the amount of \$1,000.00, whichever is less, and the aforesaid liability shall be exclusive. All limitations of liabilities and disclaimers of the Company contained in the General Terms and Conditions shall be applicable with respect to the Company's facilitating the availability of Smart Home Services to the Customer. NOTE that additional limitations of liability concerning the Smart Home Services will be found in the Smart Home Services Agreement.**

4. Billing/Payment for Smart Home Services.

4.1 The terms for billing and payment for Smart Home Services shall be the same as those provided in Section 1 of the General Terms and Conditions.

4.2 Default for non-payment by Customer shall be as provided in the Smart Home Services Agreement which includes, but is not limited to, late charges, termination of service in the event of non-payment, etc.

**SECTION XIII - EMERGENCY RESPONSE SERVICES**



In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for emergency response services.

1. Services Provided.

The Company will provide emergency response services as described in specific information included with the equipment utilized in the provision of the Services, in a specific emergency response Service Agreement, or in separate publications of the Company. The emergency response services provided will be limited to the Services described in those materials.

2. Applicable Regulations.

Emergency response services provided by the Company will be subject to all applicable governmental regulations related to them, including Rule 1(A) of the Rules Prescribing the Provision of Emergency Reporting Service for Emergency Telecommunications Services Providers and Telephone Utilities found in the Code of Colorado Regulations, 4 CCR 723-29.

3. Limitation to Service Area.

The Company does not undertake to provide transmission facilities or 911 or E911 (Enhanced 911) Services outside the primary geographic area served by the Company from its central exchange.

4. Limitations on Service Provided.

4.1 Emergency response services are provided as a convenience to the Company's Customers. The Company will not undertake the inspection or constant monitoring of equipment or facilities to discover errors or malfunctions in the service. Emergency response service will not be provided if the Customer's local service has been discontinued or suspended.

4.2 The Customer shall provide the local E911 provider with detailed information related to multi-location private branch exchanges ("PBX") and single customer PBX's operating within the Customer's premises or otherwise connection to the Company's telecommunication service to the Customer.

5. Limitations Based on Customer Responsibility.

The Company will have no responsibility or liability whatsoever with respect to the failure of any emergency response service which is caused by a Customer's failure to install or utilize the service properly or is caused by a defect in the equipment provided for emergency response service. Any Customer who is aware that emergency response service is not working properly shall promptly notify the Company.

6. Limitation of Liability.

**If notwithstanding any other limitation of liability, the Company is held liable for personal injury, death or property damage, the Company's liability for any personal injury to, or death of, any person, or for any loss or damage of or to any property owned by a Customer, a third party provider of equipment or facilities utilized in emergency response services arising from interruptions, defects, failures or malfunctions of emergency response services will be limited to an amount not to exceed an amount equivalent to the pro-rated charges for the Service while the Service was fully or partially inoperative. All limitations of liabilities and disclaimers of the Company contained in the General Terms and Conditions shall also be applicable with respect to the Company's provision or facilitating the availability of emergency response service to the Customer.**

7. Unlisted/Non-published Customers.

For an unlisted and non-published Customer, the Customer's BNA (billing name and address) will be disclosed to those persons who are required to receive the information by, and subject to, applicable governmental regulations or in order for emergency response services to be provided to that Customer. Any

persons receiving BNA will be required to comply with all applicable governmental regulations relating to the protection of confidential information and non-disclosure provisions with respect to the BNA.

8. Lease and Equipment.

During the term of an emergency response Service Agreement, the Customer shall lease from the Company, at the rates set forth in a pricing schedule, the Mainstreet Messenger Telephone and Response Pendant (or other emergency response equipment specified by the Company). Title to all equipment installed, leased or provided under the emergency response Services Agreement or a related lease of equipment, including without limitation the Mainstreet Messenger telephone and Response Pendant (or other emergency response equipment specified by the Company), shall remain with the Company. The Company may provide, substitute or add other equipment as the Company determines is necessary or appropriate, in its sole discretion, to meet service requirements. The equipment shall be returned to the Company upon the termination of the emergency response Services Agreement or any related lease of equipment. The Customer shall be fully responsible and liable to the Company for any loss of, or damage to, any emergency response equipment leased from the Company or installed in the Customer's premises unless caused by a defect in the equipment.

9. Transfer of Warranty.

To the extent it is appropriate and available, the Company shall transfer and assign to the Customer the applicable manufacturer's warranties for equipment provided in connection with the emergency response service. However, in no way shall the transfer or assignment of a manufacturer's warranty extend, change, modify or in any other manner alter the warranties provided by the Company, if any, or limitations on such warranties as provided in connection with the provision of the equipment.

#### **SECTION XIV - INSIDE WIRING SERVICE**

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for inside wiring services for both cable and telephone wiring ("Inside Wiring Services").

1. Services Provided.

The Company will provide, directly or through a third party, Inside Wiring Services for the purposes of installing, maintaining or repairing cable or telephone wiring or wiring systems as determined by the Company or other wiring services as described in specific inside wire maintenance terms and conditions provided to the Customer, or in separate publications of the Company. The Inside Wiring Services provided will be limited to the services described in those materials. Any inside wire maintenance services for either telephone or cable wiring will only include services from the PC Telcom demarcation point outside of the Customer's premises into and through the Customer's premises. Typically, the demarcation point is the first access point on PC Telcom's cable or telephone drop wire from an alley near the premises, but the demarcation could be located elsewhere and will be determined solely by PC Telcom.

1.1 The Company provides a monthly maintenance and repair plan whereby Customers may pay a small monthly service charge to receive general maintenance and repair of the Customer's internal cable and telephone wiring with minimal, or no additional charge, except a small monthly charge under PC Telcom's Inside Wire Maintenance Plan, subject to the limitations of these Terms and Conditions and any other limitations that may be included in a specific telecom wiring service agreement. For services that are provided outside of the maintenance plan, there will be hourly fees for technician service and a premise visit charge.

1.2 The Company also provides on a contract basis, full installation, maintenance and repair of telecom wiring systems with charges and fees to be determined according to the individual project.

1.3 The Company reserves the right to determine which types of wiring systems the Company will install, maintain or repair.

2. Access.

The Customer shall provide to the Company or its agent's access to the Customer's property as is reasonable, necessary and appropriate to provide the Services contemplated.

3. Billing for Telecom Wiring Service.

Where the Company has provided, directly or indirectly, telecom or cable wiring services, the applicable charges may be included in the Company's regular billing statement or by separate invoice, at the discretion of the Company. The Customer may also enter into an Inside Wire Maintenance Plan and will be charged a monthly fee for such service. The Company shall in no way be responsible or liable for any errors in charges from third party providers of telecom wiring services which may be included in the Company's billing except for errors made directly by the Company.

4. Limitation of Liability.

**All limitations of liabilities and disclaimers of the Company contained in the General Terms and Conditions shall be applicable with respect to the Company's providing or facilitating telecom or cable wiring services to the Customer. Additional limitations of liability may be found in the Company's Inside Wire Maintenance Terms and Conditions.**

5. Transfer of Warranty.

To the extent it is appropriate and available, the Company shall transfer and assign to the Customer the applicable manufacturer's warranties for equipment provided in connection with the telecom wiring service. However, in no way shall the transfer or assignment of a manufacturer's warranty extend, change, modify or in any other manner alter the warranties provided by the Company, if any, or limitations on such warranties as provided in connection with the provision of the equipment.

## SECTION XV - RATES

Rates for the various services provided by the Company can be found at its website at <http://www.pctelcom.coop> or a copy can be obtained at the Company's business office during normal business hours. Access and use of a service represents acceptance of the rates set forth in the Company's Rate Schedule. The Company will provide its customers with advance notification of changes in the Rate Schedule through either a bill insert or direct mail and on its website.