

Customer Agreement Policy

Stratford Mutual Telephone Company and Complete Communication Services welcomes you to its internet network. By accepting software and/or connecting to the network, you are agreeing to the following terms and conditions. SMTC agrees to provide services to you, subject to the following customer agreement (“Agreement”). This is a legal agreement between you and SMTC for the use of service and related features (The “Service”). If you do not agree to the terms and conditions in this agreement, do not register for the service. By using the service, you signify your agreement with the terms and conditions of this agreement. If you do not agree to all of the terms and conditions of this agreement, please return any client software, hardware, and associated materials to SMTC.

1. The Service:

The service may consist of high-speed internet protocol (“IP”) connectivity, voice over IP (“VOIP”) telephone services, and digital internet protocol (“IP”) video services, and access or connectivity to the same, as well as any resources available through SMTC’s partner providers that may be made available to customers. On public access numbers, SMTC may, at its discretion, employ various methods, such as ‘inactivity timeouts’ and session time limits to ensure public access lines are not converted to dedicated (24x7) connections. You agree not to employ any techniques, processes, or software designed to circumvent these methods. Unless explicitly stated otherwise, any new features that enhance the current service shall be subject to the terms and conditions of this Agreement. Some of the additional services may be provided without charge to users of SMTC’s service, but separate charges may be applicable to some of these other services. These charges may appear on your bill from SMTC, or they may be billed to you separately by the providers of such services. You acknowledge and agree that SMTC is not responsible and shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use or reliance of any content, goods or services available on or through their respective providers.

2. Term and Termination

This Agreement for the use of the Service will be in effect from the date your application is accepted by your local provider. The Agreement and your use of service may be terminated by you by either written or verbal notice to SMTC (via email, fax, telephone, U.S. Mail, or in person). This Agreement and your use of Service may be terminated by SMTC at any time with or without notice to you for any reason, including, without limitation, for lack of use, non-payment of fees, or if SMTC believes you have violated or acted inconsistently with the letter or spirit of this Agreement. Pursuant to the Digital

Millenium Copyright Act of 1998, SMTC will terminate service to repeat copyright infringement offenders. SMTC may also in its sole discretion and at any time discontinue providing the service, or any part thereof, with or without notice to you. The provisions of paragraphs 3-8 and all obligations of and restrictions on you and any user of your account with respect to the Service shall survive any termination of this Agreement.

3. Service Rates; Payment of Fees; Penalties

- A) The rates and charges for the Service shall be as set forth by your local provider. Rates and charges, and other terms and conditions of the Service, are subject to change by SMTC from time to time by notice to you provided on the Service or otherwise
- B) Bills will be sent every month. Service Dates and Due Dates will be clearly outlined on the Bill.
- C) In the event of non-payment, you will be subject to service disconnect. Service reconnect will only be available once the account has been brought into good standing and all reconnect and late fees have been paid.

4. User Responsibilities

- A) You agree that you will safeguard usernames and passwords and will not transfer or disclose either your username or password to any other person.
- B) You agree not to transmit or publish on or over the Service any information, software, or other content that violates or infringes upon the right of others
- C) You agree to comply with all applicable laws, rules, and regulations in connection with the Service
- D) You agree that services are for your use only and that retransmission, aggregation, or resale rights must be expressly obtained from SMTC
- E) You acknowledge and agree that you are aware that certain content, services, or locations of the Service or of other parties that may be accessible through the Service may contain material that is unsuitable for children (persons under 18 years of age) and that SMTC does not screen or censor such content with regard to copyright, obscenity, safety, integrity or reliability. You agree to supervise usage of the Service by any minors whom you permit to use the Service

5. Policies of Use

SMTC Service shall only be for lawful purposes. Use of the Service must comply with the most current version of the SMTC policies adopted from time to time, including (without limitation) the ACCEPTABLE USE POLICY, and the PRIVACY POLICY. SMTC reserves the right to amend the Policies from time to time, effective upon posting of the revised Policies on the SMTC Network or other notice to you. SMTC reserves the right to suspend the Service or access to the Network upon notice of a violation of the Policies.

6. Limitation of Warranties and Liability; Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT USE OF SERVICE IS AT YOUR SOLE RISK. NEITHER SMTC NOR ANY OF ITS UNDERLYING SUBSIDIARIES OR PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES SMTC NOR ANY OF ITS UNDERLYING SUBSIDIARIES OR PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS DISTRIBUTED ON AN "AS-IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS CUSTOMER AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. NEITHER SMTC NOR ANY OF ITS UNDERLYING SUBSIDIARIES OR PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES SUFFERED BY YOU OR ANY OTHER PARTY AS A RESULT OF OPERATION OR MALFUNCTION OF THE SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD SMTC RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE.

7. Your Remedies

Your sole and exclusive remedy for any failure or non-performance of the Service (including any associated software or other materials supplied in connection with the Service) shall be for SMTC to use commercially reasonable efforts to repair the Service

8. Limitation of Liability

In the event that a court should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this Agreement fail of their essential purpose, you expressly agree that under no circumstances shall SMTC's total liability to you or any party claiming by, through, or under you for any cause whatsoever, and regardless the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by you for use of the Service under this Agreement during the twelve-month period preceding the date such claim first arose.

9. Indemnification By You

You shall indemnify and hold harmless SMTC and any of its underlying subsidiaries or providers, information providers, licensors, employees, or agents from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys fees, arising from or relating to your use of the Service, or any act, error, omission of you or any user of your account in connection therewith, including, but not limited to, matters relating to incorrect, incomplete, or misleading information; libel; invasion of privacy; infringement of copyright, trade name, service mark, or other intellectual property; any defective product or any injury or damage to a person or property caused by any products sold or otherwise distributed through or in connection with the Service; or violation of any applicable law.

10. Use of Materials, Marks, and Information

- A) You retain copyright, trademark, patent, or other intellectual property rights in the material or the products, services, processes, or technology created by you and posted or uploaded to the Service. SMTC reserves the right to use and/or copy such material in the day-to-day operation of its business.
- B) You may use, copy, and distribute the materials found on the Service for internal, non-commercial services only. All copies that you make of the material must bear any copyright, trademark, or other proprietary notice which pertain to the material being copied. Except as authorized in this paragraph, you are not being granted a license under any copyright, trademark, patent or other intellectual property right in the material or the products, services, processes or technology described therein. All such rights are retained by SMTC, its affiliates and/or any third party owner of such rights.
- C) Stratford Mutual Telephone Company and Complete Communication Services names and logos and all related product and service names, design marks and slogans are the property of SMTC and its affiliates. You are not authorized to use any SMTC name or mark in any advertising, publicity or in any other commercial manner without prior written consent of SMTC.
- D) Any feedback, data, answers, questions, comments, suggestions, ideas or the like, which you send to SMTC will be treated as being non-confidential and nonproprietary. SMTC assumes no obligation to protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. SMTC will also be free to use any ideas, concepts, know-how, or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing, and marketing products and services incorporating such information. SMTC may also use your status as a

subscriber to the Service for the purpose of marketing to you other SMTC products and services.

11. ENDORSEMENTS

All product and service marks contained on or associated with the Service that are not SMTC marks are the trademarks of their respective owners. Reference to any names, marks, products, or services of third parties or hypertext links to third party sites or information do not necessarily constitute or imply SMTC's endorsement, sponsorship or recommendation of the third party, information, product or service.

12. GENERAL

- A) SMTC shall not be responsible for any delay in delivery or performance of any of its duties hereunder due to acts of God, acts or omissions of any telephone network or any other occurrence commonly known as Force Majeure
- B) Your right to use the Service is not transferrable and is subject to limits established by SMTC, and by your credit card company if billing through a credit card.
- C) No action, regardless of form, arising out of the Service or this Agreement may be brought by you or any party claiming by, through or under you more than one year after the cause of action has arisen.
- D) This Agreement and the Service shall be governed by the laws of the State of Iowa. By using the Service, you agree that any disputes between you and SMTC shall be brought exclusively in the State of Iowa or the United States District Court for the District of Iowa.
- E) This Agreement and any modifications published by SMTC over the Service constitute the entire and only agreement between you and SMTC with respect to the Service and supersede all other communications and Agreements with regard to the subject matter hereof. By posting updated versions of this Agreement on the Service or otherwise providing notice to you, SMTC may modify the terms of this Agreement or prices for the Service, and may discontinue or revise any or all aspects of the Service in its sole discretion and without prior notice. All such changes shall become effective upon posting of the revised Agreement on the Service. The updated on-line version of this Agreement shall supersede and prior paper or disk-based copies of this Agreement that may have been included in an acknowledgement package.
- F) You are responsible for and must provide all equipment and services necessary to access the Service.
- G) SMTC will cooperate with law enforcement officials in the pursuit of information or access to data when presented with appropriate authorization from a court having jurisdiction over the subject matter. You release and hold SMTC harmless for any

disclosure of information, including personally identifiable information, email, confidential information or contact information, to such law enforcement officials.

H) SMTC will cooperate with requests for information accompanying subpoenas or similar court orders for disclosure of information in civil cases. At least five (5) business days before disclosing such information, SMTC will attempt to contact the affected subscribers at the last known mailing address. You release and hold SMTC harmless for any disclosure of information, including personally identifiable information, email, confidential information or contact information, in response to such subpoenas or court orders.

13. Billing Office Locations

Additional information relevant to your specific account, including additional billing and payment information, shall be available by calling or visiting one our offices.

Main Office

1001 Tennyson Ave
Stratford, IA 50249
515-838-2390

Story City Office

628 W. Broad St, Suite 2
Story City, IA 50248
515-733-8000