

**1. Terms and Conditions.** Except where expressly identified as applicable to a specific Service, these Terms and Conditions of Service govern and apply to any and all communications services ("Service") and ancillary equipment ("Equipment") you order and receive from South Slope Cooperative Telephone Company d/b/a South Slope Cooperative Communications (together with any subsidiaries or affiliates providing any Service or Equipment, "we," "us," or the "Company"). These Terms and Conditions of Service are incorporated into your Service Agreement. By ordering and accepting Service, you agree to adhere to these Terms and Conditions of Service, including any modifications to such terms and conditions as we may communicate to you from time to time. If you fail to comply with these Terms and Conditions of Service, your Service may be suspended or disconnected. Local telephone service is a regulated service and is governed by our Services Catalog posted on our website: [www.southslope.com](http://www.southslope.com). To the extent there is any conflict between these Terms and Conditions of Service and our Services Catalog, the Services Catalog will control.

**2. Changes to Terms.** We reserve the right to change these Terms and Conditions of Service upon thirty (30) days written notice to you. The notice may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication. You may, upon receipt of notice of such change, cancel your Service Agreement; provided that, if you elect to cancel your Service Agreement, an installation recovery fee ("IRF") and/or an equipment recovery fee ("ERF"), (as specified herein) may apply. If you elect not to cancel your Service Agreement and continue to use Service after receiving notice of such changes, your continued use of Service will constitute acceptance of the changed terms and conditions.

**3. Additional Terms.** Our Services are diverse, so sometimes additional terms and conditions will apply. For example, Service will or may be subject to (a) your Service Application/Agreement; (b) the Company's lawfully filed Services Catalog (as applicable); (c) the Company's Acceptable Use Policy (available at [www.southslope.com/internet-policies](http://www.southslope.com/internet-policies)); and (d) your selected Service Package(s) (items (a)-(d) collectively, the "Additional Terms"), each of which you should read carefully before ordering or activating any Service. By accepting Service, you agree to adhere to all Additional Terms applicable to your Service, including any modifications to such terms and conditions as we may communicate to you from time to time. In the event of any conflicts of terms between these Terms and Conditions and any Additional Terms, such conflicts will be resolved as set forth in Section 19. If you fail to comply with any applicable Additional Terms, your Service may be suspended or disconnected, and you will be responsible for any fees associated with disconnection.

**4. Service Packages.** For purposes of your Service Agreement, your "Service Package" includes the rates, pricing and features associated with your selected Service. Current rates for available Service Packages are listed online at our website or are available upon request by contacting us. Many factors affect the availability, cost and quality of Service and may influence the decision to raise prices and the amount of any increase for any specific Service Package. Accordingly, we reserve the right to change our prices and Service Packages at any time, including pricing for Service Packages bundled with other services we offer. We will notify you one month in advance or as otherwise required under applicable laws or regulations of any increase in pricing that is within our control and its effective date.

**4A. Service Packages for Television Programming.** The Company has limited influence or control over the availability, cost and quality of television programming. These and other factors may influence the decision to delete programming from a Service Package or to raise prices and the amount of any increase. Accordingly, we reserve the right to change, rearrange, add or delete our Television Service Packages, the programming selections in those Television Service Packages and our prices, including prices for Television Service. For any change within our reasonable control, we will provide reasonable prior notice of such change in conformity with applicable law and regulations. You understand and agree that, without liability to us, the content, programs, and/or formats of any television programming may be discontinued, modified, or changed by the owners of such services at any time without prior notice to you. The Company cannot control the lawful "blacking out" of certain special events or programs, and the Company has no responsibility for such matters.

**5. Rates; Invoicing.** Nonrecurring and recurring charges for Service are as set forth in your selected Service Package and/or the rate schedules maintained by the Company, current versions of which are available upon request. Recurring Service charges are billed monthly in advance. Installation charges, service calls, usage based fees (PPV, Long Distance, etc.) and other non-recurring charges or items that cannot be billed in advance will be billed in arrears on the following month's invoice. All Service charges, along with applicable local, state and federal taxes, regulatory assessments, fees and charges, cost recovery charges and other applicable charges and fees will be itemized on your invoice. You must pay all charges for your Service, including all applicable taxes, fees and surcharges, by the due date on the invoice. If you have signed up for electronic billing, we will not mail you a paper invoice. Invoice information will remain available in your account information or by calling us at our customer service number. Failure to pay invoices when due may result in late payment fees of up to 1.5% per month (18% per year) on the unpaid balance and/or other penalties, including suspension or disconnection of Service. If we don't receive your payment before the next billing cycle, you agree to pay any costs and expenses associated with our collections efforts, including attorneys' fees. We may charge you an insufficient funds or returned check fee, up to the maximum rate allowed by law, if your check, bank draft, electronic funds transfer, or other order for payment is dishonored or returned for insufficient funds or any other reason. Our acceptance of late or partial payment and late payment charges will not constitute waiver of any of our rights to collect the full amount due.

**6. Service Term.** Depending on the Service Package you select, you may receive Service for an agreed minimum term (your "Contract Term"). Any Contract Term shall apply to Service at the location specified in your Residential Service Application Agreement. In the absence of any Contract Term or after any Contract Term has expired, you will receive Service on a month-to-month basis until Service is canceled by you or disconnected by us in accordance your Service Agreement. If you select a Contract Term, you understand that you have received a special rate and/or we have incurred costs in exchange for your commitment to the full Contract Term. If your Service is downgraded, canceled or disconnected prior to the end of your Contract Term, you will be charged an IRF and/or an ERF as specified herein. If your pricing is based on a bundled package of Service, downgrading, canceling or disconnecting any Service within the bundle will, in addition to an IRF and/or an ERF, result in increased pricing for the remaining Services. IRFs and/or an ERFs are cumulative and in addition to any other charges or fees you may owe us and any fees or charges that we may charge upon cancellation or disconnection of Service.

**6A. Television Service.** The Standard Contract Term for Television Service is 12 months. If your Television Service is downgraded, canceled,

or disconnected for any reason (including without limitation moving outside the Company's serving area) prior to the end of your Contract Term, you will be charged an IRF of \$40 per month for each remaining month on your contract; in addition to an ERF up to the full replacement cost of the Equipment.

**6B. High Speed Internet Service.** The standard Contract Term for High Speed Internet Service is 12 months. If your High Speed Internet Service is downgraded, canceled or disconnected for any reason (including without limitation) moving outside the Company's serving area prior to the end of your Contract Term, you will be charged an IRF of \$20 per month for each remaining month on your contract; in addition to an ERF up to the full replacement cost of the Equipment.

**6C. Managed Wi-Fi Service.** South Slope offers a standard 12 month service contract for Managed Wi-Fi Service. If your Managed Wi-Fi Service is canceled or disconnected for any reason (including without limitation) moving outside the Company's serving area prior to the end of your Contract Term, you will be charged an IRF of \$5 per month for each remaining month on your contract; in addition to an ERF up to the full replacement cost of the Equipment.

**6D. Choice Protection Plan.** South Slope offers a standard 12 month service contract for Choice Protection Plan Service. If your Choice Protection Plan Service is canceled or disconnected for any reason (including without limitation) moving outside the Company's serving area prior to the end of your Contract Term, you will be charged a cancellation fee of \$5 per month for each remaining month on your contract.

**7. Use of Service.** By activating and using Service, you agree to use Service in accordance with these Terms and Conditions and the Additional Terms. Service may not be resold or otherwise used in any unlawful or unauthorized manner. The law prohibits: (a) theft or unauthorized reception of Service; (b) assisting theft or unauthorized reception of Service (including the manufacturing or sale of equipment intended for such unauthorized use); and (c) willful damage, alteration or destruction of equipment or facilities installed in or located on your premises or otherwise provided to you by the Company. You may be subject to both civil and criminal penalties for such conduct.

**7A. Television Service.** We provide Television Service only for your private non-commercial use, enjoyment, and home viewing. With the exception of designated commercial packages, television programming may not be viewed in areas open to the public or in commercial establishments. You may not rebroadcast, transmit, or perform the programming, charge admission for its viewing, or transmit or distribute running accounts of it. You may not use any of our trademarks. The Company or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission (FCC), and other applicable laws and/or regulations.

**7B. High Speed Internet Service.** We provide High Speed Internet Service subject to your compliance with our Acceptable Use Policy for High Speed Internet Service as amended from time to time (available at [www.southslope.com/internet-policies](http://www.southslope.com/internet-policies)) and our network management policies set forth therein. We reserve the right to terminate or suspend your Service immediately or to otherwise disconnect, remove, block, filter or restrict your use of Service if we determine that your use violates the Acceptable Use Policy. We reserve the right to manage our network and network resources as set forth in our Network Management Policy. Subject to applicable legal and regulatory requirements, we reserve the right to modify the Acceptable Use Policy and Network Management Policy from time to time. We will provide you with commercially reasonable notice of any such changes, including notice of immediately effective changes if reasonably required under specific circumstances. Without limiting the preceding, notice of such changes may be provided on your monthly bill, as a bill insert, by email, on our website, or by other written communication. If you continue to use Service after receiving notice of such changes, your continued use of Service will be subject to the Acceptable Use Policy and/or Network Management Policy, as amended.

**8. Termination of Service.** You may cancel Service at any time by notifying the Company and directly surrendering any Equipment provided by the Company in accordance with these Terms and Conditions of Service. If Service is disconnected or canceled prior to the end of any applicable Contract Term, you will be charged an IRF and/or an ERF as specified in Section 2 and/or 6. Information regarding an intended moving or disconnection date must be communicated to the Company business office during normal business hours. If you cancel Service, an additional installation charge and/or a minimum service term will be required to restore Service.

**9. Suspension or Disconnection of Service.** The Company reserves the right to suspend or discontinue Service generally, or to disconnect your Service, at any time in its sole and absolute discretion. If the Company discontinues Service generally, or disconnects your Service without cause, you will only be responsible for charges (if any) accrued and unpaid through the date of disconnection, including a pro-rated portion of the final month's charges. If your Service is disconnected on account of your breach of any provision of the Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges plus the applicable IRF and/or an ERF (if any), all of which will immediately become due and payable. If your Service is disconnected, an additional installation charge and/or a minimum service term will be required to restore Service.

**10. Credit Check; Deposits.** In connection with your request or application for any Service or Equipment, we may conduct an investigation into your credit-worthiness, including obtaining one or more reports or ratings from one or more independent credit reporting or credit scoring agencies. By applying for Service or requesting Equipment, you authorize the Company to investigate or verify your credit history and to share credit information with credit reporting agencies. We may require a deposit for you to establish Service or obtain Equipment. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history and any applicable laws or regulations. If Service is canceled or disconnected for any reason, we may, subject to applicable law and regulations, apply your deposit toward payment of outstanding charges.

**11. Service Accounts.** Service is contracted and will be provided only at the location specified on the Residential Service Application Agreement. Service accounts are assigned to customers only, and the customer in whose name the account is established will be treated as the account owner for all purposes. Account owners may designate one or more "authorized users" who will have access to account information and may make certain account changes in accordance with our policies. As the owner of the account, you are responsible for designating (or changing the designation) of any authorized users. You will hold the Company harmless from any claims arising from account instructions given or inquiries made by you or any authorized user. You may not assign or transfer your rights or obligations under your Service Agreement without our express written consent. Unless consent is granted, all accounts must be closed and reopened under the name of a new customer for issuance of a new member number. You are responsible for keeping all billing data with

the Company up to date and accurate. Furnishing false data to the Company is grounds for immediate disconnection of service and may subject you to civil or criminal liability. The Company operates on a Cooperative basis. When subscribing to membership-eligible Service(s), an account owner will be allocated capital equity in accordance with the Company's organizational documents.

**12. Equipment.** Equipment will be listed on your original Installation Inventory form, which you should retain for your records. Equipment is provided to you for the term of Service and solely for your use in connection with lawfully receiving and using Service. We may from time to time sell you certain Equipment at a price and otherwise on such terms as are specified in a purchase order or equipment purchase agreement. Ownership of, and title to, any purchased Equipment shall transfer to you at the time of sale. You will bear all risk of loss, theft or damage to purchased Equipment. We may from time to time lease to you certain Equipment at a price and otherwise on such terms as specified in a service order or equipment lease. In connection with certain Service Packages, Equipment may be licensed to you at no additional charge. All leased or licensed Equipment remains the property of the Company and must be maintained and returned as provided herein. You may elect to independently acquire or supply equipment ("Customer Supplied Equipment" or "CSE") instead of buying, leasing or using Equipment provided directly by us. The Company shall not be responsible in any way for the compatibility or fitness for use of any CSE, including any end-user devices. We will install Equipment provided by us in accordance with our policies as in effect from time to time. You acknowledge that the Company is not the manufacturer of, nor a dealer in, any Equipment. If Equipment is damaged, lost or stolen while in your possession, or if you fail to return Equipment at the time of cancellation or disconnection of Service, you will be liable to the Company for an ERF in an amount up to the full cost of replacement of such Equipment. Do not return Equipment by mail or delivery service. ERFs are cumulative and in addition to any other charges or fees you may owe us and any fees or charges that we may charge upon cancellation or disconnection of Service. Unless paid at the time of disconnection, ERFs will be applied as a line item to your next bill and shall be due upon receipt. If equipment is returned in working condition within sixty (60) days from time of cancellation or disconnection of service, any invoiced ERF shall be refunded or credited back in connection with final close out of your service account.

**12A. Television Installation Standards.** Installation of Television Service includes the connection of one TV for each stream supported by a set top box (STB). For example, one TV to a single stream STB or three TV's to a three-stream STB. You may connect additional TV's to a STB, however, this could degrade the Service quality of any or all TV's connected to that STB. Degradation of service due to the connection of additional TV's, cables, connectors, splitters, Game Systems or other devices is your responsibility, and the Company shall have no liability or obligation concerning the same. All cables, connectors and splitters added by the customer must adhere to industry standards for quality, length, and installation methods. Troubleshooting and/or repair of any Service issue where customer installed or owned TV's, cables, connectors, splitters, Game Systems or other devices are found to be the cause of the problem will result in the standard labor rate plus the cost of materials.

**12B. High Speed Internet Installation Standards.** High Speed Internet Service requires certain minimum system requirements for your computers, devices and operating systems. You are solely responsible for providing a personal or laptop computer or other device, operating system and all ancillary customer supplied equipment necessary to access Service. We make no representations, warranties or assurances regarding the capability or suitability of any customer-supplied hardware, software or devices. We make no representations, warranties or assurances that customer-supplied hardware, software or devices will be compatible with Service or will not be impaired or damaged. Installation of High Speed Internet Service includes the connection of one properly working, customer-supplied Ethernet device (such as a computer, router, firewall or other similar device). If the device is a home router, the technician will verify connectivity through the router to a properly connected and configured customer computer. The technician cannot troubleshoot faulty or improperly configured computers; update drivers, firmware or otherwise repair or update customer-supplied software or devices. We encourage you to properly register any customer-supplied equipment in accordance with the manufacturer's recommendation to enable this support. We also encourage you to purchase and install a quality router/firewall in addition to maintaining up-to-date anti-virus, anti-spam, anti-malware and other computer security software on every computer in their network. The protection of customer-owned equipment and data from Internet threats is not the responsibility of South Slope. For additional information, please see our Acceptable Use Policy.

**12C. Managed Wi-Fi Installation.** Managed Wi-Fi installation includes set-up and provisioning of the device, professional Wi-Fi analysis to identify the ideal placement of the device, connection to the nearest qualified existing jack, assistance with installing a configuration App on a customer device, and connecting up to five Wi-Fi devices to the device (recommended devices include laptops, tablets or phones). Customer will be charged the standard labor rate to assist with connecting (not troubleshooting) additional devices. Excludes non-standard wiring, repair of customer owned equipment, new wiring and/or adding additional services or jacks, moving or extending services within the home.

**13. Access to Premises.** We may enter into, upon and over your premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and remove Equipment. To the extent the same is consistent with your ownership of the premises, you grant the Company a temporary and permanent easement to construct, install, maintain, and/or replace Service facilities and to install, connect, inspect, maintain, repair, alter, disconnect and remove all Equipment necessary to provide Service. In the event you are not the owner of the premises upon which installation is requested, you warrant to the Company that you have obtained the consent of the owner of the premises for the Company to install and maintain its Equipment as contemplated herein. If you lease your service premises, you agree that the Company may be allowed entry to the premises by (a) the landlord or property manager, (b) the owner of the premises, or (c) you or your designated representative, in order for the Company to disconnect and remove the Company's Equipment.

**14. Safekeeping of Equipment.** You are responsible for the safekeeping of all Equipment placed in or on your premises. The Company has no responsibility for replacing Equipment destroyed or damaged by your misuse, abuse or neglect. In the event that any Equipment provided by the Company is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in your possession, you may be liable to the Company for an ERF up to the full cost of repair or replacement of such Equipment.

**15. Service and Repairs.** The Company undertakes reasonable efforts to maintain its network and respond to service or trouble calls in a timely manner. The Company will use commercially reasonable efforts to repair damage to Company-provided Equipment or interruption of Service due to reasonable wear and tear or technical malfunction.

**16. Indemnification.** You agree to hold harmless and indemnify us and our affiliates, officers, agents and employees from any claim, suit or action arising from or related to your abuse or misuse of any Service or Equipment, or any other violation of your Service Agreement, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees arising from or in connection with the same.

**17. Disclaimer of Warranties.** Except as expressly set forth herein, we make no warranties with respect to any service or equipment, express or implied, including any warranties concerning the specific function of any service or equipment, or their reliability, availability, or ability to meet your specific needs. To the extent permitted by law, we expressly disclaim all implied warranties, including but not limited to implied warranties of satisfactory quality, non-infringement, merchantability and fitness for a particular purpose.

**18. Limitation on Remedies.** The Company shall not be liable for any delay or failure to provide Service at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following:

- an act or omission of an underlying carrier, service or content provider, vendor or other third party;
- Equipment, network or facility failure;
- Equipment, network or facility upgrade or modification;
- force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- Equipment, network or facility shortage;
- Equipment or facility relocation;
- Service, Equipment, network or facility failure caused by the loss of power;
- any act or omission by you or any person using your Service or Equipment; or
- any other cause that is beyond the Company's control, including, without limitation, a failure of or defect in any hardware, software or Equipment.

To the extent permitted by law, our total liability for any claim under your service agreement, including for any express or implied warranties, is limited to the amount you paid us for the services or equipment we provided, whether such claim or remedy is sought in contract or tort, including negligence, strict liability or otherwise. To the extent permitted by law, we shall not be liable to you for any consequential, incidental, indirect, punitive, special or trebled or enhanced damages, including, but not limited to lost profits, lost business, or other commercial or economic loss, whether such damages are claimed for breach of contract, negligence or otherwise and whether or not we have been advised of the possibility of such damages.

**18A. Information and Security.** Access to and use of any information or data obtained by you via use of High Speed Internet Service is at your own risk, and the Company is not responsible for the accuracy, reliability or security of such information. The Company makes no attempt to verify accurate receipt of any messages and we are not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, Service interruptions, etc. We are not responsible for providing any type of anti-virus, firewall or filtering software. Set-up, maintenance and use of such programs are solely your responsibility. We make no representations, warranties or assurances regarding the security of any system or network or the protection or privacy of email or other information transferred or communicated through the Internet or any other system or network. The Company shall not be liable for any breach of security arising from or in connection with your use of High Speed Internet Service. To the extent permitted by law, you agree to indemnify and hold harmless the Company and its affiliates, officers, agents and employees from any and all claims, suits or actions arising from or related to your use of the Internet.

**19. Conflicts of Terms.** Your Service Agreement and our contractual relationship with you shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law. Any conflict among or between the terms and making up your Service Agreement will be resolved in accordance with the following order of precedence (from highest to lowest priority):

- (a) where applicable to a Service, our lawfully filed Services Catalog;
- (b) your Service Application/Agreement, including the terms of your selected Service Package;
- (c) where applicable to a Service, our Acceptable Use Policy and Network Management Policy, as amended from time to time; and
- (d) these Terms and Conditions of Service, as amended from time to time.