

Oran Mutual Telephone Company – NON-ILEC

Application and Agreement Review



APPLICANT INFORMATION	CO-APPLICANT INFORMATION (optional)
Name:	Name:
Email:	Email:
Phone Number:	Phone Number:

Service Address: _____ City: State: Zip: _____

Billing Address*: _____ City: State: Zip: _____

*If different from above

Unlimited Internet (Select One)		
	50M/50M	\$45.95
	100M/100M	\$65.95
	250M/250M*	\$119.95*
	500M/500M*	\$139.95*
	1G/1G*	\$199.95*
*Includes FREE Managed WiFi		

Unlimited Long Distance & Fax (optional)		
	Residential IP Telephone	\$24.00
	Residential IP Unlimited Trad. Fax	\$29.00
	Residential IP Fax – Email Only	\$7.99
	Business IP Telephone	\$29.00
	Business IP Unlimited Trad. Fax	\$29.00
	Business IP Fax – Email Only	\$7.99

Managed WiFi Router Rental	\$8.95	Add-on WiFi Extender Rental	\$4.00
Managed WiFi is highly recommended , but is not required. Managed WiFi is a premium service whereby OMTC will provide you a high-speed router & actively manage the WiFi network in your home or business, so that you enjoy optimal performance. As part of its service, we'll also assist with set-up and connection of devices.		The WiFi Extender is recommended when you have hard to reach areas including large homes, garages, basements and more. By adding an extender, it increases the router's range and provides those areas with a stronger signal. Up to 2 extenders can be used with your router and they are only available with the Managed WiFi .	

SecureIT Plus (Antivirus)	\$6.95	Each Additional Computer	\$5.95
SecureIT Plus is a fully automated and guaranteed computer protection service providing removal of viruses, spyware and adware, firewall protection and hard drive maintenance and optimization. It is a single service that is made up of a suite of technologies that are fully managed and supported to protect your computer while providing monthly e-mail reporting and free technical support.			

Would you like to sign up for paperless billing? *Statements come from donotreply@ebillnotify.com	Y	N
Would you like to sign up for automatic payments? *If yes, submit ACH form	Y	N
Do you consent to OMTC's emails & texts? *Msg and Data Rates May Apply	Y	N
If phone is selected, do you want to be listed in the phonebook?	Y	N

Total Due with Application: \$100 (\$50 install & \$50 deposit) Payment Type: CASH CHECK ACH

By providing your signature: (1) you represent and warrant that you are at least 18 years of age; that the information provided in this application (front & back) is accurate; and if the applicant is a business, you are authorized by the applicant to sign this application; (2) applicant agrees to purchase the services requested in this application; (3) applicant authorizes OMTC to share account information with all people listed on this application; (4) applicant has reviewed and agrees to the terms and conditions of OMTC's Standard Agreement, Internet Service Agreement, Terms of Service Agreement, and the Acceptable Use/Network Management Policy.

Applicant's Signature _____ **Date** _____

Co-Applicant Signature _____ **Date** _____

ESTABLISHING A PASSWORD/SECURITY QUESTION (SECTION 1)

Under the FCC rules governing the use and disclosure of Customer Proprietary Network Information (CPNI), there are certain circumstances under which Oran Mutual Telephone Company may be permitted to respond to your inquiries regarding call detail information or certain account information only by the customer providing a pre-established password and/or back-up question, the company calling the telephone number listed on the account, or the company sending such information to the mailing address or electronic address of record. This form will establish a password and/or back-up question only for purposes of service and account inquiries, including inquiries relating to CPNI. Designated Password/back-up question:

What is your mother's maiden name? _____

ADDING AUTHORIZED USERS TO ACCOUNT (SECTION 2)

Under the FCC rules governing the use and disclosure of Customer Proprietary Network Information (CPNI), Oran Mutual Telephone Company will only be allowed to discuss CPNI at our retail location(s) with those listed as an authorized user on the account and carrying a photo ID. The only exceptions may be for certain routine customer service issues if you have all pertinent information with you, such as the bill or call detail information you wish to discuss. Remember, CPNI includes call detail information and certain account information including the amount of your bill. For telephone inquiries, other rules dictate how we authenticate a customer. In order to make your experience with Oran Mutual Telephone Company the best possible, we want to give you the option of adding authorized users to your account. Adding an authorized user does not mean that their name(s) will show up on the bill, but only that these persons will be allowed to discuss CPNI with our company representatives. Please take this opportunity to complete the section below.

Authorized Users to Add to Account:

Legal Name (print): _____

Legal Name (print): _____

IMPORTANT: Section 1: By signing below, the customer is providing the company with express, written approval to use the above password/back-up question before providing any information regarding service and account inquiries made by the account owner or designated account users. This approval includes responses to inquiries related to the customer's services generally and specifically to inquiries concerning call detail information and account information, including Customer Proprietary Network Information.

IMPORTANT: Section 2: By signing below, the customer is expressly requesting that the company share a certain account and call detail information, including Customer Proprietary Network Information, with authorized account users and is authorizing the company to share such information with authorized users as necessary to address service and account inquiries initiated by the account owner or any authorized user.

Account Owner Name (print): _____

Applicant's Signature _____ **Date** _____

Terms of Service

This is a legal contract. Subscribers agree to be bound by these terms whether signed or unsigned. Any subscriber who does not agree with these terms should immediately stop using the account and contact Oran Mutual Telephone Company.

*Subscribers agree to obey any applicable local, state and/or federal laws pertaining to their internet access and use of these services. The subscriber agrees not to use these services to conduct any activity, which may violate these laws. Use of these services include, but is not limited to: Web, FTP, Usenet, Internet Reply Chat (IRC), Gopher, Email, Telnet, and any other medium through which Oran Mutual Telephone Company server(s) transmission of content or material.

*Subscribers may be held legally liable for content and material located on their sites, including, but not limited to: copyrighted, trademarked, patented, or other material used without the permission of the intellectual property, including uploading or downloading commercial software.

* Oran Mutual Telephone Company reserves the right to limit and/or prohibit any content material it deems inappropriate as part of this agreement.

* Oran Mutual Telephone Company reserves the right to monitor any and all communication and activity, which occurs through or on its service to ensure adherence to those terms.

*Please report any violations of these terms to Oran Mutual Telephone Company in the event that Oran Mutual Telephone Company receives a complaint, Oran Mutual Telephone Company will investigate the complaints and in its sole discretion, may suspend or terminate the account(s) involved and may remove the material from its servers. Subscribers will be notified, by Email, within three (3) days of these proceedings. Subscribers who believe their activities may have been misclassified may petition Oran Mutual Telephone Company for the renewal of their account.

* Oran Mutual Telephone Company reserves the right to release subscriber information to comply with an investigation into any activity which violates these terms, and may report such activity to the appropriate authorities.

Full terms of service are available on our website www.orantelco.com under INTERNET "AUP" acceptable use policy.

ACCEPTABLE USE POLICY FOR HIGH-SPEED INTERNET SERVICE (AUP)

This Acceptable Use Policy (AUP) governs high speed Internet service provided to you by Oran Mutual Telephone Company (together with any subsidiaries of affiliates providing your service, hereafter Oran Mutual Telephone Company "" "we" "us" or "Company") and includes the following terms and provisions as the same may be amended or modified from time to time as provided herein. The terms and provision of this AUP are without limitation of any rights to suspend or terminate service that Company otherwise possesses under your Agreement or application law. The complete AUP may be obtained at our business office or on our website: www.orantelco.com.

By signing the Service Agreement and/or activating or using service, you agree to comply with all of the applicable terms, conditions, and provisions contained in the Service Application, Service Agreement, and any applicable Service Tariffs. This AUP, the terms and conditions of service, and your selected service plan or service package. If you do not accept these terms and conditions of service, please notify us prior to installation and we will cancel your service.

The undersigned makes application for the above services and equipment, and for such additional service or equipment as may be ordered later, and agrees to pay established rates for all such services and equipment. In making this application, the undersigned agrees to the rules and regulations of Oran Mutual Telephone Company, as set forth in the Standard Service Agreement and to any general changes in the rules and regulations, tariffs or rates for the service furnished under this application. This application becomes a contract when accepted in writing by Oran Mutual Telephone Company A signature is REQUIRED to process your order.

Signature _____ **Date** _____

ACH Authorization Form

Oran Mutual Telephone Company

CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize Oran Mutual Telephone Company (THE COMPANY) to initiate entries to my (our) checking/savings accounts at the financial institution listed below (THE FINANCIAL INSTITUTION), and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until THE COMPANY is notified by me (us) in writing to cancel it in such time as to afford THE COMPANY and THE FINANCIAL INSTITUTION a reasonable opportunity to act on it.

Total amount due will be deducted from your account on or around the 20th of the month.

(Signature)

(Date)

(Name - PLEASE PRINT)

(Address - PLEASE PRINT)

(Attach a voided check or Deposit Slip)

(Name of Financial Institution)

(Address of Financial Institution - Branch, City, State, & Zip)

Financial Institution Routing Number: _____

Checking/Savings Account Number: _____

STANDARD AGREEMENT FOR LOCAL EXCHANGE (TELEPHONE) SERVICE

KEEP FOR YOUR RECORDS

1. **SERVICE AGREEMENT.** This standard agreement (this "Agreement") governs your service relationship with Oran Mutual Telephone Company (together with any subsidiaries or affiliates providing your service or related facilities, "we," "us," or the "Company") for regulated local exchange services and facilities ("Service"). Previously, the Company provided Service pursuant to a Local Services Tariff filed with and approved by the Iowa Utilities Board. As a result of recent changes to applicable law and regulations, the Company no longer files or maintains a Local Services Tariff. Instead, we now provide Service pursuant to this Agreement, including the additional Terms of Service incorporated herein by reference.
2. **ACCEPTANCE.** Your acceptance of this Agreement occurs upon any of the following: (a) you provide a written or electronic signature expressly accepting this Agreement; (b) you orally or electronically order and/or activate Service; or (c) you use Service, following notification that this Agreement will apply to your ongoing use of such Service.
3. **ADDITIONAL TERMS OF SERVICE.** We provide Service pursuant to a certificate of public convenience and necessity issued by the Iowa Utilities Board. We provide Service subject to our "Services Catalog", including: (a) this Agreement (b) our Rules and Regulations for Local Exchange Service, which are incorporated herein by reference; (c) our applicable Service Guides and Rate Schedules, which are incorporated herein by reference and (d) applicable rules and regulations of the Iowa Utilities Board. Current versions of our Rules and Regulations, Service Guides and Rate Schedules are available in electronic form on our website at www.orantelco.com. Current versions of these documents are also available at our business office(s) and will be provided or made available to you upon request. Our Rules and Regulations, Service Guides and Rate Schedules contain the specific prices and charges, service descriptions and other terms and conditions not set forth herein which apply to Service. This Agreement incorporates by reference the prices, charges terms and conditions included in our other Services Catalog.
4. **RIGHTS AND RESPONSIBILITIES.** This Agreement is our standard service agreement. Under this Agreement, we agree to provide and bill for Service, and you agree to use and pay for Service, as provided herein and in our other applicable Terms of Service. Our rights and responsibilities, and your rights and responsibilities, are as set forth in this Agreement and our other applicable Terms of Service.
5. **TERM.** This Agreement shall commence on the date of your acceptance and shall continue month-to-month (or, in some cases for an established minimum term) as provided in our applicable Terms of Service. Either party may terminate this Agreement or any Service in accordance with our applicable Terms of Service. Termination of this Agreement or any Service shall not waive or release your obligation to pay for Service provided prior to such termination as well as any other applicable fees and charges, as provided in our Terms of Service.
6. **RATES; PAYMENT.** Nonrecurring and recurring charges for Service are as set forth in our applicable Terms of Service. Except as otherwise noted, Service pricing is exclusive of applicable local, state and federal taxes and regulatory fees, assessments and surcharges. All Service charges, along with applicable local, state and federal taxes and regulatory fees, assessments and surcharges, will be itemized on your invoice. Failure to pay invoices when due may result in late payment penalties or suspension or disconnection of Service as provided in our applicable Terms of Service.
7. **CHANGES TO TERMS.** We reserve the right to change our Terms of Service (including rates or any other terms and conditions of Service) upon 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 or other form of notice permitted or required by applicable laws and regulations. If you elect not to cancel your Service and continue to use Service after the communicated effective date of any such changes, your continued use of Service will constitute acceptance of the modified Terms of Service.
8. **CHANGES TO SERVICE.** We may, from time to time, modify the Service to reflect improvements and other changes and modifications to our network. In addition, we reserve the right to discontinue or limit Service as required to comply with or satisfy our obligations under applicable laws or regulations, including when changes to or interpretations of such laws and regulations have a material, adverse effect on the business, technical or economic feasibility of providing Service, as determined by us in our reasonable judgment.
9. **ACCESS TO SERVICE PREMISES.** We may enter into, upon and over your Service premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and remove our facilities and equipment used to provide Service. 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 facilities and 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 facilities and equipment as contemplated herein.
10. **CREDIT CHECK; DEPOSITS.** In connection with your request or application for any Service, we may conduct an investigation into your creditworthiness, including obtaining one or more reports or ratings from one or more independent credit reporting or credit scoring agencies. We may require a deposit for you to establish or maintain Service. 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, our Terms of Service and any applicable laws or regulations. If Service is canceled or disconnected for any reason, we may, subject to our Terms of Service and applicable law and regulations, apply your deposit toward payment of outstanding charges.
11. **SERVICE ACCOUNTS.** 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 and applicable laws and regulations. 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 are responsible for keeping all account and 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.
12. **FEDERAL LIFELINE PROGRAM.** The Company is an eligible telecommunications carrier (ETC) within all or portions of its service area, meaning that it provides certain services supported by the federal Universal Service Fund, including the federal "Lifeline" program for qualifying low-income consumers. Single line, local residential service is a Lifeline-eligible service. Lifeline is a government benefit program which provides a monthly credit toward a qualified low-income subscriber's telephone bill. Only eligible low-income consumers may enroll in the Lifeline program. Consumers who meet eligibility criteria must also complete documentation necessary for enrollment. Lifeline assistance is non-transferable, and eligible subscribers may receive assistance from only one wireline or wireless telecommunications provider per household. If you believe you may qualify for the Lifeline program, please visit our website at www.orantelco.com or contact us to discuss program details, eligibility requirements or

to request a Lifeline application. Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. To report Lifeline fraud, you may contact the Federal Communications Commission Lifeline Fraud Tip Line: 1-855-4LL-TIPS (or 1-855-455-8477) or Lifeline@fcc.gov.

13. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN OUR TERMS OF SERVICE, WE MAKE NO WARRANTIES WITH RESPECT TO ANY SERVICE OR FACILITIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES CONCERNING THE SPECIFIC FUNCTION OF ANY SERVICE OR FACILITIES, 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.

14. LIMITATION ON REMEDIES. In addition to any other limitation on remedies or limitations of liability set forth in our Terms of Service or in applicable law or regulations, 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: (a) an act or omission of an underlying carrier, service provider, vendor or other third party; (b) equipment, network or facility failure, including failure caused by the loss of power; (c) equipment, network or facility upgrade or modification; (d) 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; (e) equipment or facility shortage; (f) equipment or facility relocation; (g) any act or omission by you or any person using your Service; (h) theft, fraud or abuse of Service; or (i) any other cause that is beyond the Company's reasonable control. THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US FOR THE AFFECTED SERVICE OR FACILITIES, 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.

15. INDEMNIFICATION. You agree to indemnify the Company and our affiliates, officers, agents and employees from any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees arising from or related to your abuse or misuse of Service, or any other violation of this Agreement or our other Terms of Service.

16. ADDITIONAL SERVICES. Our telecommunications and communications services are diverse, and not all services we provide are regulated services. This Agreement and the other Terms of Service identified herein apply only to local exchange services regulated by the Iowa Utilities Board. The Company may also offer or provide other products and services, including unregulated telecommunications or communications services. Unless otherwise specified, such products and services are not covered by this Agreement or our other Terms of Service referenced herein, but may be subject to other service contracts or terms and conditions of service provided or made available to customers in connection with those products and services.

17. GOVERNING LAW. This Agreement, and our contractual and service relationship with you, shall be deemed to have been made in and 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.

18. INCORPORATION AND INTEGRATION. Our Terms of Service are incorporated into this Agreement. This Agreement, along with our other Terms of Service, constitute the entire agreement between the parties concerning our contractual service relationship, there being no prior written or oral promises or representations not incorporated herein or therein.

19. NO IMPLIED WAIVER. Our failure to exercise or enforce any provision of or rights under this Agreement or our other Terms of Service shall not constitute a waiver of any such provision or right.

20. SEVERABILITY. If any part or provision of this Agreement or our other Terms of Service is held, in whole or in part, to be invalid, illegal, or unenforceable by any law or regulation of any governmental or regulatory authority, or by the final determination of any court of competent jurisdiction, that part or provision will be construed consistent with applicable law or regulation as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of this Agreement or our other Terms of Service.

21. ASSIGNMENT; BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, you may not assign or transfer your rights or obligations under this 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 account number.

INTERNET SERVICES AGREEMENT

KEEP FOR YOUR RECORDS

1. Services. Oran Mutual Telephone Company will provide to Customer the Internet Services and Managed WiFi Services identified in the Application or otherwise requested by Customer (the "**Services**"). By agreeing to the terms of this Agreement, Customer agrees to accept and timely pay for the Services.

2. Terms and Conditions of Services. Oran Mutual Telephone Company's provision and Customer's receipt and use of Services shall be subject at all times to compliance with this Agreement which includes Oran Mutual Telephone Company's "**Acceptable Use Policy**" or "**AUP**" and the complete terms and conditions of Internet Service (the "**Internet Service Terms**"). The AUP and the Internet Service Terms, which are incorporated herein by reference and which may be amended from time to time by Oran Mutual Telephone Company in its sole discretion, shall be posted on Oran Mutual Telephone Company's web site at <https://orantelco.com> (the "**Web Site**"). A copy of the AUP and the Internet Service Terms is available at no charge upon request. In the case of a conflict between the provisions in this document and the AUP or the Internet Service Terms, the AUP and/or the Internet Service Terms shall control.

3. Use of Services. Services are furnished to Customer for use only at the Service Address identified in the Application (the "**Premises**"). Customer may not resell, sublease or rent the Services to others. Neither Customer nor any user (whether or not use was authorized) of the Services ("**User**") may use the Services for any unlawful or improper purpose or in such a way that interferes with Oran Mutual Telephone Company's or any of its affiliate's networks, business operations or other customers. Customer is responsible for any content that is posted or transmitted on or through the Services via Customer's account. Customer acknowledges and agrees that Oran Mutual Telephone Company has no control over and is not responsible for any content or programming transmitted to Customer through the Services. Customer agrees to use the Services in a manner consistent with all applicable local, state, national and international laws and regulations ("**Applicable Law**").

4. Equipment; System. Customer is solely responsible for providing all equipment, devices and software necessary to use the Internet Services. Oran Mutual Telephone Company shall provide a wireless router for use of Managed WiFi Services. Oran Mutual Telephone Company is not responsible for, and makes no representations, warranties or assurances that any Customer provided equipment, devices or software will be compatible with the Services or any equipment, devices or software provided by Oran Mutual Telephone Company. Under no circumstances shall Oran Mutual Telephone Company be liable to Customer or any third party for damage to equipment, devices and software used by Customer or any User. Any in Premises equipment provided by Oran Mutual Telephone Company ("**Equipment**") and the system of wires, cables, fiber and additional Premises equipment owned by Oran Mutual Telephone Company (the "**System**") used to provide the Services, shall remain Oran Mutual Telephone Company's sole property. Title to the Equipment and the System shall remain with Oran Mutual Telephone Company at all times and Customer shall have no rights or interest therein. Under no circumstances may Customer move or relocate the Equipment or System for use at another location. Customer shall keep the Equipment and System in good condition. If Customer fails to return in good condition any Equipment within ten (10) days of the date of termination of this Agreement by either scheduling an appointment for Oran Mutual Telephone Company to retrieve the Equipment (which shall be billed at Oran Mutual Telephone Company's current hourly rates) or by Customer returning the Equipment to Oran Mutual Telephone Company's office, Customer will be responsible for the Equipment replacement charges. The replacement charges for unreturned or damaged Equipment are the then-current replacement costs of the same or like equipment. Customer must notify Oran Mutual Telephone Company promptly of any Equipment or System failure or malfunction. Oran Mutual Telephone Company shall repair or replace Equipment and the System, except that Customer shall be responsible for all costs incurred by Oran Mutual Telephone Company to repair or replace the Equipment and/or System if such repair or replacement is caused by Customer's or any User's negligent or willful conduct. Customer agrees that no other person or entity besides Oran Mutual Telephone Company shall repair or replace the Equipment or System without the express written consent of Oran Mutual Telephone Company.

5. Default. Customer shall be in "**Default**" of this Agreement if: (i) Customer or a User has tampered with or abused Equipment or the System; (ii) Customer or a User has violated Oran Mutual Telephone Company's AUP; (iii) Customer fails to make payment of any charges when due and fails to make such payment within five (5) business days after Oran Mutual Telephone Company provides Customer with notice that payment has not been made; or (iv) Customer breaches any of the other terms and conditions of this Agreement and said breach is not cured within five (5) business days after Oran Mutual Telephone Company provides Customer with notice of such breach.

6. Remedies. Unless prohibited by Applicable Law, Oran Mutual Telephone Company may, at its option and without notice or demand, exercise all or any one or more of the following remedies in the event of a Default: (i) suspend Services, in which case standard charges for the Services and Equipment shall continue to accrue until the account is canceled by Customer; and (ii) terminate this Agreement. A reactivation fee of \$15.00 per Service applies if any Service has been suspended or terminated.

7. Term. This Agreement shall commence on the installation date of the Equipment (the "**Effective Date**"). This Agreement shall have a term of month-to-month.

8. Termination. Customer may terminate this Agreement at any time upon notice to Oran Mutual Telephone Company, which termination shall be effective on the next business day after receipt of such notice; and (ii) Oran Mutual Telephone Company may terminate this Agreement upon thirty (30) days' notice to Customer. Notwithstanding anything to the contrary herein: (i) Oran Mutual Telephone Company may terminate this Agreement and/or Services immediately upon notice to Customer if Customer is in Default; and (ii) Oran Mutual Telephone Company may terminate this Agreement and/or Services at any time, without notice to Customer to the extent permitted in Oran Mutual Telephone Company's AUP. Termination of this Agreement and/or Services for any reason does not release Customer from the obligation to pay all charges due under this Agreement.

9. Fees. The monthly fees for Services are as set forth in the Application. Notwithstanding, Oran Mutual Telephone Company reserves the right, in its sole discretion, to increase the monthly fees for Services upon not less than thirty (30) days' notice to Customer. Customer's use of a Service after the effective date of any rate increase shall constitute Customer's acceptance and agreement to such rate increase.

10. Payment. Prior to the Effective Date any installation fees and the monthly fees for Services for the first month are due. Oran Mutual Telephone Company shall bill Customer monthly in advance for the recurring monthly fees associated with the Services. Customer is responsible for payment of all charges on the bill issued by Oran Mutual Telephone Company including, without limitation, taxes, regulatory charges, and regulatory cost recovery charges, all of which are subject to change without notice. Customer agrees to make payments by the due date on the monthly bill. Payments are late if not received by Oran Mutual Telephone Company by the due date. UNLESS CUSTOMER GIVES NOTICE TO ORAN MUTUAL TELEPHONE COMPANY OF A GOOD FAITH BILLING DISPUTE WITHIN SIXTY (60) DAYS AFTER PAYMENT OF A DISPUTED AMOUNT IS DUE, CUSTOMER WAIVES ANY RIGHT TO CHALLENGE THE DISPUTED AMOUNT. Oran Mutual Telephone Company may charge Customer the actual costs incurred

with respect to any authorized demand by Oran Mutual Telephone Company for payment of a bill from Customer's designated financial institution which is rejected by the financial institution (e.g., NSF charge) plus a reasonable administrative processing fee not to exceed the actual costs. Oran Mutual Telephone Company reserves the right to require Customer to pay a deposit for the establishment or continuation of Services.

11. Changes to this Agreement. From time-to-time Oran Mutual Telephone Company may change the terms and conditions of this Agreement. Oran Mutual Telephone Company will provide notice of material changes via the Web Site, Customer's email address, bill insert, letter, or other writing. Customer is responsible to check for such notices on **AT LEAST** a monthly basis. Any change to this Agreement shall become effective thirty (30) days after notice from Oran Mutual Telephone Company. Customer's use of any of the Services after the effective date of any change shall constitute Customer's acceptance and agreement to such change. If Customer does not agree to be bound by any change, Customer may terminate Services as provided in Section 8, above.

12. WARRANTIES. SERVICES AND EQUIPMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES. ORAN MUTUAL TELEPHONE COMPANY EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. ORAN MUTUAL TELEPHONE COMPANY MAKES NO WARRANTIES OR GUARANTEES AS TO CONTINUOUS AVAILABILITY OF THE SERVICES, ANY SPECIFIC FEATURES OF THE SERVICES, TRANSMISSION SPEEDS OF THE INTERNET SERVICES (EVEN IF INITIAL TESTING INDICATED THAT THE CUSTOMER LINE QUALIFIED FOR A PARTICULAR SPEED OR SERVICE), OR THAT THE SERVICES WILL BE PRIVATE, UNINTERRUPTED OR ERROR FREE. ORAN MUTUAL TELEPHONE COMPANY IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL INCLUDING, WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, OR ACTS OF GOD.

13. INDEMNIFICATION. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS ORAN MUTUAL TELEPHONE COMPANY AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND UNDERLYING SERVICE, NETWORK, EQUIPMENT AND SOFTWARE PROVIDERS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE USE OF THE SERVICES AND EQUIPMENT, THE CONTENT SUBMITTED, POSTED OR UPLOADED TO OR THROUGH THE SERVICES, ANY VIOLATION OF THIS AGREEMENT (INCLUDING THE AUP AND THE INTERNET SERVICE TERMS), APPLICABLE LAW, OR ANY RIGHTS OF ANOTHER. THESE OBLIGATIONS WILL SURVIVE TERMINATION OF THIS AGREEMENT AND CUSTOMER'S USE OF THE SERVICES AND EQUIPMENT. ORAN MUTUAL TELEPHONE COMPANY RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION, IN WHICH EVENT CUSTOMER WILL COOPERATE WITH ORAN MUTUAL TELEPHONE COMPANY IN ASSERTING ANY AVAILABLE DEFENSES.

14. LIMITATION OF LIABILITY. ORAN MUTUAL TELEPHONE COMPANY AND ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND UNDERLYING SERVICE, NETWORK, EQUIPMENT AND SOFTWARE PROVIDERS, SHALL IN NO EVENT BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR ANY FAILURE OR DELAY IN PERFORMANCE TO THE EXTENT THAT SUCH FAILURE OR DELAY IS DUE TO ANY CAUSE(S) BEYOND THE CONTROL OF ORAN MUTUAL TELEPHONE COMPANY, ITS AFFILIATES, MEMBERS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND UNDERLYING SERVICE, NETWORK, EQUIPMENT AND SOFTWARE PROVIDERS, AND SHALL IN NO EVENT BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR WORK-STOPPAGE, LOSS OF DATA, LOSS OF GOODWILL, LOST PROFITS, LOST OPPORTUNITY, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES AND ANY AND ALL DAMAGES RELATED TO THE FAILURE OR MALFUNCTION OF THE STATEWIDE EMERGENCY SERVICES NUMBER (911), ARISING OUT OF, RELATING TO, OR CONNECTION WITH THIS AGREEMENT OR THE INSTALLATION, REPAIR, REPLACEMENT, INSPECTION, REMOVAL, USE OR FAILURE OF THE SERVICES OR EQUIPMENT, EVEN IF ORAN MUTUAL TELEPHONE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS LIMITED BY LAW, ORAN MUTUAL TELEPHONE COMPANY'S SOLE LIABILITY, IF ANY, FOR ANY CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE INSTALLATION, REPAIR, REPLACEMENT, INSPECTION, REMOVAL, USE OR FAILURE OF THE SERVICES OR EQUIPMENT, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE APPLICABLE TO THE PERIOD TO WHICH THE SERVICE WAS AFFECTED. THESE LIMITATIONS WILL APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

15. Collection Costs; Attorneys' Fees. To the extent permitted by Applicable Law, Customer agrees to reimburse Oran Mutual Telephone Company for its costs, including reasonable attorneys' fees, collection fees, litigation related costs and similar expenses incurred by Oran Mutual Telephone Company with respect to collection of payment.

16. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Iowa, without giving effect to conflict of law provisions. Any controversy, claim, or dispute between the parties arising out of or relating to this Agreement, the Services or Equipment may be tried solely in a state or federal court having jurisdiction in Fayette, Bremer, and Buchanan Counties in Iowa, and the parties irrevocably consent to the exclusive jurisdiction (including personal jurisdiction) and venue of such courts.

17. Notice. Whenever in this Agreement it is required or permitted that notice be given by Oran Mutual Telephone Company or Customer to the other party, notice shall be provided in the following manner: (i) To Oran Mutual Telephone Company: by calling Oran Mutual Telephone Company at 319-638-6006; by delivering written notice to Oran Mutual Telephone Company's office at 5038 Main St, Oran, IA 50664; or by depositing written notice in the U.S. Mail, postage prepaid, addressed to Oran Mutual Telephone Company, 5038 Main St, Oran, IA 50664; and (ii) To Customer: by the Web Site; depositing written notice in the U.S. Mail, postage prepaid, addressed to the Customer at the Premises or the mailing address set forth in the Application; or sending written notice to Customer's email address.

18. General Provisions. This Agreement including the AUP and the Internet Service Terms (both located on the Web Site) represent the entire agreement between Oran Mutual Telephone Company and Customer. This Agreement supersedes any inconsistent or additional promises, representations or warranties made to Customer by any employee or agent of Oran Mutual Telephone Company. Customer shall not assign this Agreement or any right, interest or obligation hereunder without Oran Mutual Telephone Company's prior written consent. Oran Mutual Telephone Company may freely assign this Agreement in whole or in part. This Agreement shall be binding upon the parties' successors and permitted assigns. Failure to enforce any right or remedy available under this Agreement is not a waiver. If any provision or portion of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full force and effect.