

Lone Rock Cooperative Telephone Company

Terms of Service

1. AGREEMENT. This is an agreement between Lone Rock Cooperative Telephone Company, from here on as LRCTC and you to provide LRCTC (“the Service”). By establishing an account or using the Service or equipment, you agree to be bound by this Agreement and to use the Service in compliance with LRCTC’s Acceptable Use Policy. You may not assign, transfer or share your Service without our written consent. If you do, we may terminate or suspend your account and/or take other legal action against you. You are responsible for any misuse of the Service, even if the misuse was committed by a family member, friend, or guest with access to your account.

2. TERM. The term of this Agreement is for an initial term of twelve (12) months. This Agreement will automatically renew on a month-to-month basis after the end of the initial term unless you notify LRCTC, in writing, at least thirty (30) days in advance of the expiration of your then-current term that you intend to cancel the Service. LRCTC reserves the right to change the price of the Service at any time with 30 days' notice. Prices for other LRCTC services may change at any time upon 30 days' notice and will be posted on the LRCTC website: www.lonerocktel.com. Current rates may also be obtained by calling (515) 925-3271.

3. THE SERVICE. The Service can vary depending on location, line quality, Internet traffic, CPU speed, operating system configuration, and other factors beyond the control of LRCTC. LRCTC provides the service on a “best effort” standard and does not guarantee upload or download speeds.

4. CANCELLATION. If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole remedy is to discontinue using the Service, cancel your account, and pay any cancellation fees that apply. Termination of the Service does not release you from liability for charges due under this Agreement. To cancel the Service, you must write to Lone Rock Cooperative Telephone Company 215 Maine St Lone Rock, IA 50559. Cancellation will be effective at the end of the current billing period in which notice of cancellation is received. Upon cancellation, email service will be terminated, and all data and files stored on LRCTC services will be deleted. LRCTC may terminate this Agreement, your password, your account, or your use of the Services for any reason, including, without limitation, if LRCTC, in its sole discretion, believes you have violated the Agreement or if you fail to pay any charges when due. Termination notice will be by email or US Mail to the address you provided for the Service. All notices to you shall be deemed effective on the first (1st) day following the date of the email or on the fourth (4th) day following the date of the mailing. Sections 1, 4,5,7, 8, and 9 of this Agreement shall survive termination of this Agreement. Minimum 30-day charge for service.

5. PAYMENT. Payment is due as specified on the monthly invoice. Any failure to pay when due may result in suspension or disconnection of service. A service fee of \$15.00 will be required to reestablish suspended service. You are responsible for any charges to your account. Questions regarding charges to an account should be directed to LRCTC Customer Service Department at (515) 925-3271. All charges are considered valid unless disputed in writing within sixty (60) days of the billing date. Adjustments will not be made for charges that are more than 60 days old. Payments not received within 30 days are subject to a late payment charge equal to 1.5% per month.

6. MONITORING THE SERVICES. LRCTC has no obligation to monitor the Services but may do so and disclose information regarding use of the Services for any reason if LRCTC, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or to protect itself and its subscribers. LRCTC may immediately remove your material or information from LRCTC's servers, in whole or in part, which LRCTC, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

7. DISCLAIMERS. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LRCTC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH LRCTC OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY LRCTC OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. LRCTC AND ITS EMPLOYEES, OFFICERS AND DIRECTORS ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

LRCTC DOES NOT GUARANTEE YOU WILL BE ABLE TO ACCESS OR USE THE SERVICES AT TIMES OR LOCATIONS OF YOUR CHOOSING OR THAT LRCTC WILL HAVE SERVICE OR HAVE ADEQUATE CAPACITY IN ANY GEOGRAPHIC AREA. LRCTC DOES NOT WARRANT THAT ITS SERVICES ARE COMPATIBLE WITH ANY THIRD-PARTY SERVICE OR SOFTWARE, EVEN IF SUCH THIRD-PARTY CLAIMS, REPRESENTS OR WARRANTS THAT SUCH SERVICE OR SOFTWARE IS COMPATIBLE WITH ANY INTERNET ACCESS SERVICE OR LRCTC'S SERVICES IN PARTICULAR.

LRCTC'S OWN VOICE-OVER-INTERNET PROTOCOL (VOIP), THIRD PARTY VOIP AND OTHER THIRD-PARTY BROADBAND PHONE CUSTOMERS ARE NOTIFIED THAT SERVICE OUTAGES, SUSPENSIONS OR TERMINATIONS OF YOUR SERVICE WILL PREVENT YOUR VOIP OR OTHER BROADBAND PHONE SERVICE FROM WORKING, INCLUDING 911 FUNCTIONALITY. WE DISCLAIM ALL RESPONSIBILITY FOR YOUR ABILITY TO PLACE SUCH PHONE CALLS AND THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. NEITHER LRCTC NOR ITS OFFICERS, DIRECTORS OR EMPLOYEES MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE OR LOSS

ARISING FROM OR RELATING TO AN INABILITY TO USE SUCH PHONE SERVICE, INCLUDING 911 DIALING SERVICES. YOU SHALL INDEMNIFY, DEFEND AND HOLD LRCTC AND ITS OFFICERS, DIRECTORS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING ALL ATTORNEY'S FEES) BY YOU OR ANY THIRD PARTY RELATING TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING. YOU ARE ENCOURAGED TO HAVE AN ALTERNATE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

8. INDEMNIFICATION. You agree to indemnify, defend and hold harmless Lone Rock Cooperative Telephone Company, its officers, directors, employees, agents, licensors, suppliers and any third-party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of our Acceptable Use Policy by you. Each of these individuals or entities shall have the right to assert and enforce the provisions directly against you on its own behalf.

9. JURISDICTION. This Agreement is governed by and interpreted in accordance with the laws of the State of Iowa and any applicable Federal laws. The courts of the Judicial District of Pocahontas, Iowa shall have exclusive jurisdiction with respect to any proceeding in connection with this Agreement.

10. MISCELLANEOUS. This Agreement, the Acceptable Use Policy, and LRCTC's other agreements and policies posted on LRCTC's Website constitute the entire agreement between you and LRCTC with respect to your use of the Service. LRCTC may revise, amend or modify the Agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on LRCTC's website www.lonerocktel.com and/or by email and/or our various publications and mailings to you. Any revisions, amendments or modifications must be made in writing and authorized by LRCTC's General Manager. No changes to our Agreements and policies may be made without written and signed authorization from LRCTC's General Manager. Your use of our Service constitutes your continued acceptance of our Agreements and policies. If any provision of our Agreements and policies is found to be unenforceable or invalid, the remaining provisions shall be enforceable and valid to the greatest extent permitted by law.

If you have questions, concerns or suggestions you may contact us at:

Lone Rock Cooperative Telephone Company

215 Maine St Lone Rock, IA 50559

Email: info@lonerocktel.com

Phone: 515-925-3271

Web: www.lonerocktel.com/contact-us/