

**BUTLER-BREMER MUTUAL TELEPHONE COMPANY  
d/b/a BUTLER-BREMER COMMUNICATIONS**

**TERMS AND CONDITIONS FOR RESIDENTIAL HIGH SPEED INTERNET SERVICE**

1. **Agreement.** Your agreement (the "**Agreement**") with Butler-Bremer Communications (BBC) for high-speed internet service consists of and is governed by our general Terms of Service set forth in our Service Catalog, these service-specific Terms and Conditions of Service, the Service Agreement, the Service Application, and your selected Service Package. Your "Service Package" is described in our marketing materials and includes the rates and features we set for that particular Service Package. By signing the Service Agreement, you affirmatively request service and agree to comply with all the applicable terms, conditions and provisions contained in the Agreement (as defined herein), including these Terms and Conditions of Service. In the event of default, you agree to pay BBC its reasonable damages, costs and expenses, including attorneys' fees and collection agency fees, incurred in enforcing its rights under the Agreement.
2. **Service Term.** Your Agreement remains in effect for any **Minimum Term** as provided in the Service Agreement. In the absence of any Minimum Term or after any Minimum Term has expired, you will receive service on a month-to-month basis until service is terminated by you or canceled by BBC in accordance with your Agreement. If you receive a promotion or discount in connection with your service and/or equipment, such as free service or equipment, reduced pricing, rebates or other incentives, the agreed Minimum Term is associated with the benefit you receive. Your Minimum Term begins the date you activate the service pursuant to the promotion or discount. **If service is disconnected or canceled prior to the end of the applicable Minimum Term, you agree to pay BBC a recovery fee for the promotion and/or discount you received as set forth in the Service Agreement.** Recovery fees are cumulative and in addition to any other charges or fees you may owe BBC and any fees or charges that BBC may charge upon disconnection in accordance with your Agreement.
3. **Scope of Service.** Service is BBC's furnishing of facilities for your use in establishing and maintaining a high-speed connection between your personal or laptop computer and the Internet. Changes to location, quantity, type or grade of service may be made at your request or by BBC if necessary to protect the security or technical integrity of BBC's network or the network of any underlying service provider. Service may be suspended from time to time for routine maintenance or rearrangement of facilities. BBC makes no attempt to verify accurate receipt of any messages and is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, service interruptions, etc. Service may be used only by you, members of your household, guests and employees. Service may not be extended beyond your premises.
4. **Monthly Charges.** You agree to pay for all services provided, including charges, for installation and equipment and all applicable local, state or federal fees and taxes. All charges will be billed monthly. Payment is due upon your receipt of the monthly invoice. If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can. A customer account is in default if payment is not received by the due date stated on the invoice. 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 payment by check is returned unpaid, the customer account is immediately in default and subject to a returned check charge in the maximum amount permitted by law. Accounts unpaid ten (10) days after the due date may have service disconnected. An additional installation charge and/or a minimum service term may be required to restore service. For more details, refer to your monthly bill or contact a customer service representative.
5. **NO WARRANTY OF SERVICE.** BBC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, BBC DOES NOT WARRANT THAT SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER BBC NOR ITS EMPLOYEES OR AGENTS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD. STATEMENTS AND DESCRIPTIONS CONCERNING SERVICE, IF ANY, BY BBC'S EMPLOYEES, AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AND MAY NOT BE RELIED UPON AS A WARRANTY OF ANY KIND.
6. **Use of Service.** By activating and using service, you agree to use service only for authorized and lawful purposes and in accordance with this Agreement and the Acceptable Use Policy. Any unauthorized or unacceptable use of service may result in disconnection of service. In addition, BBC has the right to terminate or suspend all or any service as otherwise set forth in this Agreement and the Acceptable Use Policy.

7. **Service Accounts.** Service accounts are assigned to customers only, and the customer signing the Service Agreement shall be treated as the account owner for all purposes. You may not assign or transfer your rights or obligations under this Agreement without the express written consent of BBC. 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. You are responsible for keeping all billing data with BBC up-to-date and accurate. Furnishing false data to BBC is grounds for immediate disconnection of service and may subject you to civil or criminal liability.

8. **Customer Equipment.** Service requires certain minimum system requirements for your personal or laptop computer and operating system. You are solely responsible for providing a computer, operating system and all ancillary customer premises equipment necessary to access service (collectively, “CPE”). BBC makes no representations, warranties or assurances regarding the capability or suitability of any CPE hardware, software or other equipment independently purchased or otherwise owned by you. BBC makes no representations, warranties or assurances that CPE hardware, software or other equipment independently purchased or otherwise owned by you will be compatible with service or will not be damaged. BBC shall not be liable for any loss or damage to CPE not caused solely by the gross negligence or willful misconduct of BBC.

9. **Installation and Maintenance.** You agree to indemnify and hold BBC and its employees and agents harmless from all claims, demands and causes of action of every nature or kind, caused by, arising from or developing out of or as a result of any act or failure to act by BBC in connection with the installation, connection, maintenance, operation, failure and removal of any equipment or any CPE, except as caused solely by the gross negligence or willful misconduct of BBC. You expressly assume all risks associated with installation, connection, maintenance, operation, failure and removal of equipment and CPE.

10. **Safekeeping of Equipment.** You are responsible for the safekeeping of all equipment or CPE placed in or on your premises. Without limiting the preceding, you are responsible for protecting equipment by connection to a UL-certified surge protector/suppressor. In the event that equipment is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in your possession, you shall be liable for the cost of repair or replacement of the equipment.

11. **Service and Repairs.** BBC undertakes reasonable efforts to maintain its network and respond to service calls in a timely manner. BBC will repair damage to BBC equipment or interruption of service due to reasonable wear and tear or technical malfunction. BBC assumes no liability for damage to customer equipment caused by acts of nature, fires, earthquakes, floods, strikes or other labor disputes, unusually severe weather, acts of any governmental body or any other causes or circumstances beyond BBC's reasonable control. BBC assumes no responsibility for the operation, maintenance, or repair of any CPE, including but not limited to personal computers, laptops, etc.

12. **Access to Premises.** BBC 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 its outlets and equipment. To the extent the same is consistent with your ownership of the premises, you grant BBC a temporary and permanent easement to construct, install, maintain, and/or replace transmission facilities and to install, connect, inspect, maintain, repair, alter, disconnect and remove all other equipment necessary or convenient in connection with the provision of high-speed Internet service. In the event you are not the owner of the premises upon which service installation is requested, you warrant to BBC that you have obtained the consent of the owner of the premises for BBC to make installation and maintenance contemplated by this Agreement. If you are not the owner of such premises, you agree to indemnify and hold BBC harmless from and against any claims of the owner arising out of the performance of this Agreement.

13. **Information and Security.** Access to and use of any information or data obtained by you via use of service is at your own risk, and BBC is not responsible for the accuracy, reliability or security of such information. BBC is not responsible for providing any type of anti-virus, firewall or filtering software. Set-up, maintenance and use of such programs is solely your responsibility. BBC makes no representations, warranties or assurances regarding the security of any system or network, or the protection or privacy of e-mail or other information transferred or communicated through the Internet or any other system or network. BBC shall not be liable for any breach of security. You agree to indemnify and hold BBC and its employees and agents harmless from any and all claims, demands and causes of action of every nature or kind, caused by, arising from or developing out of or as a result of your use of the Internet.

14. **Limitation of Liability.** BBC 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 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 the service; or
- any other cause that is beyond BBC's control, including, without limitation, a failure of or defect in any hardware, software or equipment, the failure of an incoming or outgoing communication, or the inability of communications to be connected, forwarded or completed.

In any event, BBC's aggregate liability under this Agreement shall not exceed the service charges with respect to the affected service for the applicable time period.

**15. DISCLAIMER OF LIABILITY FOR CERTAIN DAMAGES.** IN NO EVENT SHALL BBC, ITS EMPLOYEES, AFFILIATES OR AGENTS HAVE ANY LIABILITY FOR: (1) ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BBC'S PROVISION OR FAILURE TO PROVIDE ANY EQUIPMENT OR SERVICES TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICE, LABOR, MATERIALS, WORK OR EQUIPMENT FURNISHED TO YOU BY BBC ANY OTHER PARTY, (2) ANY CLAIMS OR DAMAGES ARISING FROM INFORMATION OR CONTENT WHICH YOU RECEIVE BY USING THE EQUIPMENT OR SERVICE, OR (3) ANY DELAY OR FAILURE TO BY BBC TO PERFORM ITS OBLIGATIONS, IF SUCH DELAY OR FAILURE ARISES IN CONNECTION WITH ANY ACTS OF NATURE, FIRES, EARTHQUAKES, FLOODS, STRIKES OR OTHER LABOR DISPUTES, UNUSUALLY SEVERE WEATHER, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND BBC'S REASONABLE CONTROL. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT BBC WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

**16. Termination of Service.** You may terminate service at any time by notifying BBC or a representative thereof and directly surrendering leased equipment to BBC in accordance with your Agreement. **If service is disconnected or canceled prior to the end of the applicable Minimum Term, you agree to pay BBC a recovery fee for the promotion and/or discount you received as set forth in the Service Agreement.** In addition to any applicable recovery fee, account holders are liable for all services rendered by BBC prior to your notice of intent to terminate service until the time that all leased equipment is returned. Information regarding an intended moving or disconnection date must be communicated to BBC business office during normal business hours.

**17. Disconnection or Discontinuance of Service.** BBC reserves the right to suspend or discontinue service generally, or to disconnect your service, at any time in its sole and absolute discretion. If BBC 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 this Agreement, you will be responsible for the full month's charges to the end of the current service term, including, without limitation, unbilled charges plus the applicable recovery fee, all of which will immediately become due and payable.

**18. Customer Privacy.** We collect personally identifiable information as needed to provide our high-speed Internet service or other services to subscribers or to detect unauthorized reception of service. The use and disclosure of this personal data is governed by our federal law, our privacy policy and, to the extent not inconsistent with our privacy policy, by your Agreement. A copy of our privacy policy is available on our website at [www.butler-bremer.com](http://www.butler-bremer.com). We will also send you a copy of our privacy policy if you send your written request to the address of our business office as shown on your invoice.

**19. Credit Matters.** As disclosed in and authorized by the Service Application, BBC may conduct an investigation into your creditworthiness, including obtaining one or more reports or ratings from an independent credit reporting or credit scoring agency. In addition, BBC may pursue collection for delinquent or unpaid amounts on Customer's account and may report account delinquencies to credit reporting or credit scoring agencies.

**20. Survival.** The provisions of your Agreement that by their sense and context are intended to survive the discontinuance or disconnection of your service shall survive such discontinuance or disconnection.

**21. No Third-Party Beneficiaries.** No provision of your Agreement provides any person or entity not a party to the Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third-party beneficiary rights.

**22. Governing Law.** Your Agreement and the relationship between you and BBC 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.

**23. No Waiver of Rights.** BBC's failure to exercise or enforce any right under or provision of your Agreement shall not constitute a waiver of such right or provision.

**24. Entire Agreement.** Your Agreement constitutes the entire agreement between you and BBC and governs the use of service by you, members of your household, guests and employees. Your Agreement, including these Terms and Conditions of Service, the Service Agreement, the Service Application, our policies applicable to your Service and your selected Service Package, supersedes any prior agreements between you and BBC and any and all prior or contemporaneous statements, understandings, writings, commitments or representations concerning its subject matter. Any conflict among or between the terms and conditions included in the documents making up this Agreement will be resolved in accordance with the following order of precedence (from highest to lowest priority):

- (a) the Service Agreement
- (b) the Terms and Conditions of Service, Acceptable Use Policy and Network Management Practices Disclosure
- (c) the Service Catalog and Service Application; and
- (d) the selected Service Package

**25. Change in Terms and Conditions.** BBC reserves the right to change these Terms and Conditions. If we make any such changes, we will provide you notice of changes consistent with applicable law. The notice may be provided on your monthly bill, as a bill insert, in a newspaper, by e mail, on our website at [www.butler-bremer.com](http://www.butler-bremer.com), or by other permitted communication. If you elect not to cancel your service after receiving notice of such changes, your continued receipt of service from us will constitute acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel your service as provided herein.

**26. Severability.** If any part or provision of the Agreement is legally declared invalid or unenforceable, that part or provision will be construed consistent with applicable law 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 the Agreement.

**IMPORTANT: 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, THESE TERMS AND CONDITIONS OF SERVICE, THE ACCEPTABLE USE POLICY 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.**