

CASCADE COMMUNICATIONS  
SERVICE AGREEMENT – HIGH-SPEED DATA TERMS AND CONDITIONS  
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1. **Terms and Conditions.** These High-Speed Data Service Terms and Conditions govern Zoom high-speed DSL, cable modem or fiber optic Internet access service (“**Service**”) and ancillary equipment (“**Equipment**”) you order and receive from Cascade Communications Company (together with any subsidiaries or affiliates providing any Service or Equipment, “**we**,” “**us**,” or the “**Company**”). These High-Speed Data Service Terms and Conditions are incorporated into your Service Agreement. By ordering and accepting Service, you agree to adhere to these Service-Specific Terms and Conditions, 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 Service-Specific Terms and Conditions, your Service may be suspended or disconnected. If there is a conflict between these Service-Specific Terms and Conditions and our General Terms and Conditions of Service, these Service-Specific Terms and Conditions will control for that conflict.
2. **Change to Terms.** We reserve the right to change these Service-Specific Terms and Conditions 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 no early termination fee will apply if the communicated change would materially adversely modify the terms (including price) of Service or your rights under your Service Agreement. 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 General Terms and Conditions of Service; (c) the Company’s Acceptable Use Policy and Network Management Policy; 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 changes to such terms and conditions as we may communicate to you from time to time. If you fail to comply with applicable Additional Terms, your Service may be suspended or disconnected.
4. **Service Package.** 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. From time to time, the Company may change its charges for any Service Package, including pricing for packages bundled with other services we offer. The Company will give you reasonable prior notice of increases or other changes in its charges in conformity with applicable legal and regulatory requirements.
5. **Service Term.** Depending on the Service Package you select, you may receive Service for an agreed minimum term (your “**Contract Term**”) as specified in your Service Package. 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 with 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 may be charged an early termination fee (“ETF”) as specified in your Service Application/Agreement.** ETFs 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.
6. **Billing.** 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. 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 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. 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. 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. 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.
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. Without limiting the preceding, Service is subject to (a) your compliance with our Acceptable Use Policy for High-Speed Data Service, as amended from time to time and (b) our use of reasonable network management practices in accordance with our Network Management Policy, as amended from time to time. 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. 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. **Equipment.** The installation, use and return of all Equipment provided by the Company is governed by the General Terms and Conditions of Service and any separate equipment purchase/rental order or agreement. 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. If Equipment is damaged, lost or stolen while in your possession, or if you fail to return Equipment within twenty (20) days from cancellation or disconnection of Service, you may be liable to the Company for an equipment recovery fee (“**ERF**”) in an amount up to the full cost of replacement of such Equipment. 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.
9. **Customer Equipment.** 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 (“**CSE**”) necessary to access Service. We make no representations, warranties or assurances regarding the capability or suitability of any CSE, hardware, software or other devices or equipment independently purchased or otherwise owned by you. We make no representations, warranties or assurances that CSE, hardware, software or other devices or equipment independently purchased or otherwise owned by you will be compatible with Service or will not be impaired or damaged.
10. **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 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 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.
11. **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 our General Terms and Conditions of Service. **If Service is disconnected or canceled prior to the end of any applicable Contract Term, you may be charged an ETF as specified in your Service Application/Agreement.** In addition to any ETF or ERF, account holders are liable for all Service rendered by the Company prior to your notice of intent to terminate Service until the time that all Equipment is returned. Information regarding an intended moving or disconnection date must be communicated to the Company business office during normal business hours.
12. **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 ETF or ERF (if any), all of which will immediately become due and payable.
13. **Customer Privacy.** We collect personally identifiable information as needed to provide Service and/or other ancillary services to subscribers or to detect unauthorized reception of Service. The use and disclosure of this personal data is governed by federal law, our Privacy Policy and, to the extent not inconsistent with our Privacy Policy, by your Service Agreement. A copy of our Privacy Policy was provided to you at the time of installation of Service and is available on our website. 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.