

CASCADE COMMUNICATIONS  
SERVICE AGREEMENT – GENERAL TERMS AND CONDITIONS OF SERVICE  
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- 1. Terms and Conditions.** These General Terms and Conditions govern any and all communications services (“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 General Terms and Conditions of Service are incorporated into your Service Agreement. By ordering and using Service, you agree to adhere to these General 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 General Terms and Conditions, your Service may be suspended or disconnected.
- 2. 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 Service-specific Terms and Conditions, Standard Agreements and/or Service Catalogs (as applicable); (c) the Company’s Acceptable Use 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 modifications to such terms and conditions as we may communicate to you from time to time. If you fail to comply with any applicable Additional Terms, your Service may be suspended or disconnected.
- 3. 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. 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. An additional installation charge and/or a minimum service term may be required to restore Service. If we don’t receive your payment before the next billing cycle, you agree to pay any costs and expenses associated with our collection’s 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 a waiver of any of our rights to collect the full amount due.
- 4. Service Term.** Depending on the Service Package you select, you may receive Service for an agreed minimum term (your “Contract Term”). 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 the agreed Contract Term, you may be charged an early termination fee.
- 5. Changes to Terms.** We reserve the right to change these General 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.
- 6. Credit Check; Deposits.** In connection with your request or application for any Service, 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, 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.
- 7. 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. 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 account 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.
- 8. Equipment.** 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.
- 9. 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

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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.

**10. 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 equipment recovery fee (“ERF”) up to the full cost of repair or replacement of such Equipment.

**11. Return of Equipment.** If you cancel Service or if Service is disconnected by us, then you must return any leased or licensed Equipment to the Company during regular business hours, Monday through Friday (except holidays), within twenty (20) days of the cancellation or disconnection of Service. **Do not return Equipment by mail or delivery service.** The Equipment must be returned to the Company in the same condition that you received it, except for normal wear and tear. All Equipment must be returned to the Company’s business office or an alternative location designated by the Company at the time of cancellation or disconnection. If you are unable to travel to the Company’s business office or other designated location to return the Equipment, you may request pick-up. Provision of pick-up service is solely at the Company’s option and the Company’s refusal or failure to provide pick-up service will not excuse your obligation to return Equipment. If the Company agrees to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which you will be informed of when you request pick-up service and which will be payable at time of pick-up. If after twenty (20) days from cancellation or disconnection of Service, any leased or licensed Equipment has not been returned to the Company, you may be liable to the Company for an 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.

**12. 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.

**13. 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.

**14. Disclaimer of Warranties.** 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.

**15. 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.

**16. 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) your Service Application/Agreement, including the terms of your selected Service Package;
- (b) the Service-Specific Terms and Conditions for each Service, including applicable Standard Agreements or Service Catalogs;
- (c) our Acceptable Use Policy; and
- (d) these General Terms and Conditions of Service.

## CASCADE COMMUNICATIONS COMPANY

### PRIVACY POLICY

**Effective Date:** This Privacy Policy (“**Policy**”) was last updated on February 14, 2019 and such updates are effective immediately. If you have any questions concerning this Privacy Policy, please contact using, the contact information at the end of this Policy.

**Important Notice:** This Policy applies to voice, video and data communications services provided by Cascade Communications Company (together with any subsidiaries or affiliates providing your communications services, “**we**,” “**us**,” or the “**Company**”). This Policy explains how the Company collects, uses, and discloses information about our subscribers when they subscribe to, access, or use our communications services. Some of the information we may collect is “personally identifiable information” and/or “customer proprietary network information,” each as defined by applicable Federal law. Our use or sharing of such information is governed by applicable Federal law (as described herein) and this Policy. **Your use of any Company services constitutes your acceptance of this Policy.**

This Policy does not apply to the areas of the Company’s websites that are accessible to the general public, which are governed by the Company’s website privacy policy (available via the applicable website). The Company is not responsible for information, content, applications or services provided by others. Before you access, use, link to or download a service or application on your computer or wireless device, you should review the associated terms of service and privacy policy. Personal information you submit in those contexts may be read, collected or used by the service or application provider and others associated with these forums in a manner different from that described here.

This Policy applies across our family of companies and, except as otherwise specified herein, applies to all of the communications services we provide. This Policy explains our practices in the following areas:

1. Our Responsibilities and Your Rights under Federal Law
2. Information We Collect and How We Collect and Use It
3. How We Share Your Information
4. How to Limit the Sharing and Use of Your Information
5. How Long We Keep Your Information
6. How We Protect Your Information
7. How You May Access and Correct Your Information
8. Changes to This Policy
9. Violations of This Policy or Your Rights
10. Availability of This Policy
11. How You May Contact Us

#### 1. Our Responsibilities and Your Rights Under Federal Law

When you communicate with us, we collect information from you that we use to deliver, provide, confirm, change, bill, monitor, maintain and repair your services and service-related devices. Some of this information may be “personally identifiable information” or “customer proprietary network information” (“**CPNI**”) as defined by Federal law.

Section 631 of the federal Cable Communications Policy Act of 1984, as amended (the “**Cable Act**”) provides special privacy protections for personally identifiable information we may collect about our cable and multichannel video service subscribers. For these purposes, personally identifiable information is information that identifies a particular person or persons, it does not include aggregate data that does not identify a particular person or persons.

If you subscribe to our multichannel video programming services, you have a right to know:

- the nature of any personally identifiable information we may collect and the ways we may use this information;
- under what circumstances and to what parties we may disclose personally identifiable information;
- how long we will maintain personally identifiable information;
- the times and places where you may access your personally identifiable information; and
- your rights under the Cable Act concerning personally identifiable information.

Section 702 of the federal Telecommunications Act of 1996, as amended (the “**Telecommunications Act**”) provides special privacy protections for CPNI we may collect about our telecommunications and Voice over Internet Protocol (VoIP) service subscribers. CPNI generally includes information about the quantity, technical configuration, type destination, location and amount of your use of voice services and information contained on your bill concerning the type of voice services and features you subscribe to or receive. If you subscribe to our voice services, you have the right, and the Company has a duty, to protect the confidentiality of CPNI.

As required by the Cable Act and the Telecommunications Act, this Policy describes: what personally identifiable information or CPNI we collect and how we collect it; how we use or share that personally identifiable information or CPNI; how long we keep your personally identifiable information and/or CPNI; how we protect such information in our possession; and your rights and remedies if we violate this Policy or applicable Federal or State law.

In the event we determine there are any conflicts between this Policy and applicable Federal law (for example, the Cable Act or Telecommunications Act), we will comply with the applicable Federal law. In addition to Federal law, we will also comply with any applicable State law.

## **2. Information We Collect and How We Collect and Use It**

### **Information Collected When You Communicate with Us**

When you communicate with us, we collect information from you that we use to deliver, provide, confirm, change, bill, monitor, maintain and repair your services and service-related devices. This information is also used to resolve issues with your order, with our products and services, or with your account. The information we collect may include your name, addresses, and other contact information; the reason for the contact; and your Social Security Number and payment information. We use this information to establish and maintain your customer account and billing records (including establishing credit), provide services to you, authenticate you (i.e., confirming your identity in connection with service or before sharing sensitive personal or account information), and contact you about services that we offer.

When you contact us or we contact you with calls, email, or through a feature on our websites or in our applications, we may monitor or record that communication or keep a record of the transaction to help us train employees and provide high-quality customer service.

### **Information Collected When You Use Our Products and Services**

We collect information about your use of our products, services and sites. Information such as call records, websites visited, wireless location, application and feature usage, network traffic data, product and device-specific information, service options you choose, mobile and device numbers, video streaming and video packages and usage, movie rental and purchase data, and other similar information may be used for billing purposes, to deliver and maintain products and services, or to help you with service-related issues or questions. In addition, subject to any legal restrictions that may apply, this information may be used for other purposes such as providing you with information about service enhancements, determining your eligibility for new services or service packages, and marketing to you based on your use of services. This information may also be used to: (a) manage and protect our networks, services and users from fraudulent, abusive, or unlawful uses; and (b) subject to consent practices described in this policy, help us improve our services, research and develop new services, and offer promotions and other services.

If you subscribe to our high speed data services, we may automatically measure and monitor network performance and the performance of your Internet connection to improve your, or our, service levels and products. If you contact us for service support, we also may access information about your computer, wireless device or other device settings to provide customized technical support or to install specific applications or services that you use or that are necessary to the applications or services you use.

### **Information Provided to Us by Third Parties**

When you apply for or purchase service from us, we may obtain credit information about you from outside credit reporting agencies to help us with customer authentication and credit-related decisions.

### **Information Collected on Our Websites**

When you establish an online account with us, we maintain information about your user identification and password. This information is used to identify you when you sign in to your account.

### **Information You Provide**

When you contact us online or by other means for information about services, we will respond to your request and may use the information you supply us to provide you with additional information about service offerings either at that time or in the future. Information you provide on our websites about your preferred location and other preferences may be used to provide you with more relevant service recommendations, services and special offers.

We may also collect information from you when you agree to participate in surveys or provide other feedback to us regarding our services, when you register to receive newsletters or similar updates, or when you apply for a job with the Company. We use this information only for the purpose for which you provide it.

We may send you emails that communicate information about your account or about services, marketing offers, or promotions that may be of interest to you. When you open an email or click on links within these emails, we may collect and retain information to provide you with future communications that may be more interesting to you. Please note that we will not ask you to send us, via email, sensitive personal or account information.

## **3. How We Share Your Information**

### **Information Shared Within Our Family of Companies**



We share customer information within our family of companies for operational purposes. We also share certain types of customer information within our family of companies for our own marketing purposes unless you advise us not to share. Sharing this information allows us to provide you with the latest information about our products and services and to offer you our latest promotions.

Specific laws govern our sharing and use of CPNI. Our voice customers receive a privacy notice regarding CPNI when they first contract for or order service and every two years thereafter. For more information, please read our applicable CPNI notices. You may choose to opt out of the sharing of your CPNI within our family of companies for certain marketing purposes as described below.

When you are speaking with a customer service representative, we may ask your permission to review your records, including your CPNI, to provide you with information about the full array of services provided by our family of companies.

#### **Information Shared With Third Parties**

Except as explained in this Policy, we do not sell, license or share information that individually identifies our customers, people using our networks, or website visitors with others outside our family of companies.

We may use vendors and partners for a variety of business purposes such as to help us offer, provide, repair and bill for services we deliver to you. We share information with those vendors and partners to the extent reasonably necessary for them to perform work on our behalf. For example, we may provide your credit card information and billing address to our payment processing company solely for the purpose of processing payment for a transaction you have requested. We require that these vendors and partners protect the customer information we may provide to them and limit their use of our customer data to the purposes for which it was provided. We do not permit these types of vendors and partners to use this information for their own marketing purposes.

We provide the names, addresses and telephone numbers of wireline telephone subscribers to directory publishers and directory assistance services.

Unless otherwise restricted or prohibited by the Cable Act or Telecommunications Act, we may disclose information that individually identifies our customers or identifies customer devices to third parties in certain circumstances, such as:

- to comply with valid legal process including subpoenas, court orders or search warrants, and as otherwise authorized by law;
- in cases involving danger of death or serious physical injury to any person or other emergencies;
- to protect our rights or property, or the safety of our customers or employees;
- to protect against fraudulent, malicious, abusive, unauthorized or unlawful use of or subscription to our services and to protect our network, services, devices and users from such use;
- to advance or defend against complaints or legal claims in court, administrative proceedings and elsewhere;
- to credit bureaus or collection agencies for reporting purposes or to obtain payment for Company-billed services;
- to a third-party that you have authorized to verify your account information;
- to outside auditors;
- to the FCC, Iowa Utilities Board other federal, state, local or other governmental or quasi- governmental authority with jurisdiction over any Service; or
- with your consent.

If we enter into a merger, acquisition or sale of all or a portion of our assets or business, customer information will also be transferred as part of or in connection with the transaction.

#### **4. How to Limit the Sharing and Use of Your Information**

You have choices about how we share and use information.

##### **Customer Proprietary Network Information (CPNI)**

Under the Telecommunications Act, you may choose whether to allow us to share your CPNI within our family of companies for certain marketing purposes. You may choose to opt out of the sharing of your CPNI within our family of companies for these marketing purposes by following the instructions on our CPNI notices.

##### **Telemarketing**

Federal "Do Not Call" laws allow you to place residential wireline and wireless phone numbers on the National Do Not Call Registry to prevent telemarketing calls to those numbers. If you would like to add your numbers to this list, you may do so by visiting [www.donotcall.gov](http://www.donotcall.gov). You should be aware that even if you add your number(s) to the federal or a state Do Not Call list, most telemarketing laws allow companies to contact their own customers. It is the Company's practice not to engage in telemarketing to our own customers. In order to keep you informed concerning our services and your account, we may use an automatic telephone dialing system, artificial or prerecorded voice, text message, or other form of written or audible communication to your designated contact number(s). For example, these informational contacts may include reminders of payment due dates, maintenance alerts and service cutovers.

##### **Marketing Email, Text Messages, Postal Mail and Door-to-Door Calls**

Marketing emails you receive from the Company include an unsubscribe instruction (usually found at the bottom of the email) that you may use to opt out of receiving future marketing-related emails. You may also opt out of receiving marketing related emails from the Company by contacting a customer service representative at 563-852-3710.

You may opt out of receiving marketing-related postal mailings or prevent text message marketing from the Company by calling a customer service representative at 563-852-3710. Please note that the Company may use bulk mail service for some marketing mailings. These services deliver offers to all homes in a neighborhood or zip code. This type of mailing will continue even if you opt-out of receiving marketing-related postal mailings from the Company.

**5. How Long We Keep Your Information**

Under our practices and policies, sensitive records are retained only as long as reasonably necessary for business or legal purposes. We will maintain personally identifiable information about you no longer than necessary for the purpose for which it was collected. This means we may also maintain this information for a period of time after you are no longer a subscriber if it is necessary for business or legal purposes. We will destroy the information if we have no pending requests, orders or court orders for access to this information, after we determine that it is no longer necessary for the purposes for which it was collected and in compliance with any applicable federal, state or local laws or requirements.

**6. How Long We Protect Your Information**

The Company has technical, administrative and physical safeguards in place to help protect against unauthorized access to, use or disclosure of customer information we collect or store, including Social Security Numbers. Employees are trained on the importance of protecting privacy and on the proper access to, use and disclosure of customer information. Under our practices and policies, access to sensitive personally identifiable information is authorized only for those who have a business need for such access, and sensitive records are retained only as long as reasonably necessary for business or legal purposes. Although we work hard to protect personal information that we collect and store, no program is 100% secure and we cannot guarantee that our safeguards will prevent every unauthorized attempt to access, use or disclose personal information. The Company maintains security and incident response plans to handle incidents involving unauthorized access to private information we collect or store.

**7. How You May Access and Correct Your Information**

We strive to keep our customer records as accurate as possible. You may correct or update your customer or account information by calling a customer service representative at 563-852-3710.

**8. Changes to This Policy**

We may revise and update this Privacy Policy from time to time in our sole discretion, so please check back periodically for changes. You will be able to see that changes have been made by checking to see if the effective date posted at the beginning the policy. If we elect to use or disclose information that identifies you as an individual in a manner that is materially different from that stated in our policy at the time we collected that information from you, we will give you a choice regarding such use or disclosure by appropriate means, which may include use of an opt-out mechanism.

**9. Violations of This Policy or Your Rights.**

If you believe that your privacy rights have been violated, please contact us immediately. We will take immediate steps to address your concerns. If you believe that you have been aggrieved as a result of our violation of applicable provisions of the Cable Act or Telecommunications Act, you may enforce the limitations imposed on us through a formal complaint to the FCC and/or a civil lawsuit seeking damages, attorneys' fees and litigation costs. Other rights and remedies may be available to you under federal, state or local laws.

**10. Availability of This Policy**

It is our practice to provide a copy of this Policy to all customers at the time you first contract for or subscribe to service. To the extent required by applicable laws or regulations, this policy may be supplemented by service-specific privacy policies or privacy notices (i.e., our cable subscriber privacy notice for video subscribers or our CPNI policies for telephone and broadband subscribers). Subscribers may obtain a copy of this Policy by request (using the contact information and methods described herein) at any time.

**11. How You May Contact Us**

If you have questions, concerns or suggestions related to our Privacy Policy or our privacy practices you may contact us at:

Cascade Communications Company  
106 Taylor St SE  
PO Box 250  
Cascade, IA 52033

Email: [info@cascadecomm.com](mailto:info@cascadecomm.com)  
Phone: 563-852-3710  
Web: [www.cascadecomm.com](http://www.cascadecomm.com)

As an Internet service provider ("ISP") Cascade Communications Company ("we," "us" or the "**Company**") invests significant resources to bring Internet access to our customers and strives to provide customers an optimum online experience that enables them to access all available and lawful online content and services. The purpose of this document is to disclose information regarding the Company's network management practices, performance, and commercial terms of its broadband Internet access service, sufficient for consumers to make informed choices regarding use of such services and for content, application, service, and device providers to develop, market, and maintain Internet offerings, consistent with applicable federal regulations.

In delivering broadband Internet access services, we may utilize wholesale or other "upstream" providers. This Network Management Policy is specific to the Company's network and network management practices, and services may also be subject to the network performance and network management policies and practices of our upstream providers.

## NETWORK MANAGEMENT PRACTICES

**General.** High-speed bandwidth and network resources are limited and managing the network is essential to promote the use and enjoyment of the Internet by all of our customers. The Company is committed to providing the best online experience possible for all of its customers and uses reasonable network management practices to ensure that our services are used in ways that are consistent with the specifications of a shared network. The network management practices used by the Company are consistent with industry standards. For example, we use tools and practices to reduce the negative effects of spam, viruses or other harmful code or content, security attacks, network congestion, and other risks and degradations of the service. By engaging in reasonable and responsible network management, the Company can deliver the best possible broadband Internet experience to all of its customers.

The primary features of the Company's network management practices are:

- **We do not block, throttle, or inhibit any lawful content, specific applications or classes of applications.**
- **We do not restrict the types of devices that can be connected to its network.**
- **We do not engage in paid prioritization or affiliated prioritization.**

**Congestion Management.** The Company proactively monitors its network on a continual basis to determine if an area of congestion could occur, and if areas of possible congestion are identified, may make network improvements or prior to any congestion occurring. These network improvements may include: the addition of network hardware or network segregation to accommodate additional traffic. If a period of congestion occurs, customers may experience things like: longer times to download or upload files, surfing the Web may seem somewhat slower, or playing games online may seem somewhat sluggish. The Company does not manage congestion based on the online activities, protocols, or applications an individual customer uses; it only focuses on the areas with the heaviest usage and works to alleviate any congestion prior to any customer impact. The purpose is to eliminate periods of congestion as quickly as possible.

**Application or Content Specific Behavior.** The Company does not discriminate against particular types of lawful online content. The Company provides its customers with full access to all the lawful content, services, and applications that the Internet has to offer. However, we are committed to protecting customers from spam, phishing, and other unwanted or harmful online content and activities. In that connection, we use industry standard tools and generally accepted practices and policies to help ensure that our customers are protected from unwanted or harmful content and activities. The Company's use of these tools, techniques and policies help to identify and restrict certain harmful and unwanted online content, such as spam or phishing Web sites. In other cases, these tools, techniques, and policies may permit customers to identify certain content that is not clearly harmful or unwanted, such as bulk email or Web sites with questionable security ratings and enable those customers to inspect the content further if they want to do so.

**Device Attachments.** The Company allows for customer owned equipment to be used on the network, so long as such devices do not interfere with the Company's network or our ability to provide the services. In any case customer-owned devices are not supported or managed by the Company.

**Security.** The Company (directly or via upstream providers) employs a number of practices to help prevent unwanted communications such as spam as well as protect the security of our customers and network. These practices may include: limiting the number of login, SMTP, DNS, and DHCP transactions per minute (at levels far above "normal" rates) that customers can send to servers in order to protect them against Denial of Service (DoS) attacks and blocking ports that commonly used to send spam, launch malicious attacks, or steal a customer's information, (for example, SQL exploits and Microsoft communication protocol ports). We do not make detailed disclosures concerning these practices in order to better maintain the effectiveness of these defensive measures, which ensure that these critical services are available for all of our customers. In addition, The Company conducts several security initiatives, and offers security tools for our customers, such as DoS monitoring and virus scanning software.

## SERVICE PERFORMANCE

**Service Technologies.** The Company provides broadband Internet access utilizing fiber, coaxial, copper, and wireless service technologies. Speed and other performance characteristics may vary based on service technology, and not all service technologies are available in all locations.

**Advertised Speeds.** The Company provides residential and business customers with a variety of high-speed Internet service packages, including the service packages and performance tiers identified in "Commercial Terms" below. The Company advertises its speeds as "up to" a specific level based on the tier of service to which a customer subscribes, and engineers its network to ensure that its customers can enjoy the speeds to which they subscribe. However, the Company does not guarantee that a customer will actually achieve those speeds at all times. In the absence of purchasing an expensive, dedicated Internet connection, no ISP can guarantee a particular speed at all times to a customer.

**Actual Speeds and Latency.** The "actual" speed that a customer will experience while using the Internet depends upon a variety of conditions, many of which are beyond the control of any ISP. These conditions include:

- Performance of a customer's computer or device, including its age, processing capability, its operating system, the number of applications running simultaneously, and the presence of any adware and viruses. You should make sure you are running the most up-to-date operating system your computer or other Internet connected device can handle (with all available patches installed) to maximize your connection speeds.
- Type of connection between a customer's computer and modem. If there is a wireless router between your modem and your Internet connected device, the connection speed you experience can often be slower than direct connections into a router or modem and depends on the model and configuration of the router that you use. Certain routers are able to pass data to your Internet connected device more quickly than others. Wireless connections also

may be subject to greater fluctuations, interference, and congestion. Wireless modem connections used with higher speed tiers may be particularly impacted, as many wireless connections do not perform at the speeds delivered by these tiers.

- The distance packets travel (round trip time of packets) between a customer's computer and its final destination on the Internet, including the number and quality of the networks of various operators in the transmission path. The Internet is a "network of networks." A customer's connection may traverse the networks of multiple providers before reaching its destination, and the limitations of those networks will most likely affect the overall speed of that Internet connection.
- Congestion or high usage levels at the website or destination. If a large number of visitors are accessing a site or particular destination at the same time, your connection will be affected if the site or destination does not have sufficient capacity to serve all of the visitors efficiently.
- Gating of speeds or access by the website or destination. In order to control traffic or performance, many websites limit the speeds at which a visitor can download from their site. Those limitations will carry through to a customer's connection.
- The performance of modems or other equipment installed at your premises. Modem performance may degrade over time, and certain modems are not capable of handling higher speeds. Our highest speed services may be particularly impacted by computer and communications limitations. We encourage you to promptly contact customer service if you have any concerns about your modem performance or speed capabilities.

**Real Time Applications.** The Company offers a variety of service packages, with different speeds. For each of these packages, the Company utilizes service technologies with latency characteristics suitable for real-time applications such as voice communication or video streaming services.

**Customer Speed Test.** The Company offers its customers to the ability to test the speeds that they are receiving on the Company's network from the customer's computer to a test site on the Company's network. Simply go to the speed test site for your service location to test your connection at: [www.speedtest.net](http://www.speedtest.net). Please note that this and other commercially available speed tests are dependent on several of the factors outlined above, especially the customer's own Wi-Fi network. Therefore, these tests do not necessarily reflect the performance of the Company's network alone.

## COMMERCIAL TERMS

**Service Packages.** The Company offers a variety of service packages, which include pricing for Internet services that vary depending upon the plan and whether the services are bundled with one or more of our other service offerings. Please see below for monthly pricing information for our currently available service packages:

### ILEC

#### Residential Plans:

|                             | <u>Upload</u> | <u>Download</u> | <u>Monthly Price</u> |
|-----------------------------|---------------|-----------------|----------------------|
| Zoom 100 w/Voice            | 100 Mbps      | 100 Mbps        | \$ 42.95             |
| Zoom 100 Data Only          | 100 Mbps      | 100 Mbps        | \$ 57.95             |
| Zoom 250                    | 250 Mbps      | 250 Mbps        | \$ 67.95             |
| Zoom 500                    | 500 Mbps      | 500 Mbps        | \$ 87.95             |
| Zoom 1 Gigabit              | 1000 Mbps     | 1000 Mbps       | \$ 97.95             |
| Boosted Bundle - 2 Product* | 100 Mbps      | 100 Mbps        | \$ 70.45             |

\* Listed price includes Internet, phone, caller ID, wire maintenance, 30 minutes of long distance

### ILEC

#### Business Plans:

|                    | <u>Upload</u> | <u>Download</u> | <u>Monthly Price</u> |                                 |
|--------------------|---------------|-----------------|----------------------|---------------------------------|
| Zoom 100 w/Voice   | 100 Mbps      | 100 Mbps        | \$ 54.95             |                                 |
| Zoom 100 Data Only | 100 Mbps      | 100 Mbps        | \$ 89.00             | <a href="#">Broadband Label</a> |
| Zoom 250           | 250 Mbps      | 250 Mbps        | \$ 149.00            | <a href="#">Broadband Label</a> |
| Zoom 500           | 500 Mbps      | 500 Mbps        | \$ 199.00            | <a href="#">Broadband Label</a> |
| Zoom 1 Gigabit     | 1000 Mbps     | 1000 Mbps       | \$ 299.00            | <a href="#">Broadband Label</a> |

### CLEC

#### Residential Plans:

|                | <u>Upload</u> | <u>Download</u> | <u>Monthly Price</u> |
|----------------|---------------|-----------------|----------------------|
| Zoom 300       | 300 Mbps      | 300 Mbps        | \$ 57.95             |
| Zoom 500       | 500 Mbps      | 500 Mbps        | \$ 67.95             |
| Zoom 800       | 800 Mbps      | 800 Mbps        | \$ 87.95             |
| Zoom 1 Gigabit | 1000 Mbps     | 1000 Mbps       | \$ 97.95             |

### CLEC

#### Business Plans:

|                | <u>Upload</u> | <u>Download</u> | <u>Monthly Price</u> |                                 |
|----------------|---------------|-----------------|----------------------|---------------------------------|
| Zoom 300       | 300 Mbps      | 300 Mbps        | \$ 89.00             | <a href="#">Broadband Label</a> |
| Zoom 500       | 500 Mbps      | 500 Mbps        | \$ 149.00            | <a href="#">Broadband Label</a> |
| Zoom 800       | 800 Mbps      | 800 Mbps        | \$ 199.00            | <a href="#">Broadband Label</a> |
| Zoom 1 Gigabit | 1000 Mbps     | 1000 Mbps       | \$ 299.00            | <a href="#">Broadband Label</a> |

| <b>Ancillary Services:</b>   | <u>Monthly Price</u> |                       | <u>Monthly Price</u> |
|------------------------------|----------------------|-----------------------|----------------------|
| Leased Gigaspire Wifi Router | \$ 8.00              | Leased Mesh Wifi Unit | \$ 3.25              |
| Additional Email             | \$ 5.00              |                       |                      |
| Static IP Addresses          | \$ 7.00              |                       |                      |

Except as disclosed above, the Company does not limit the amount of usage (by imposing specific data caps) or impose usage-based fees. Except as disclosed above, the Company also does not impose fees for early termination.

Impact of Non-Broadband Internet Access Services. The Company does not currently offer other data services that affect the last-mile capacity or performance of our broadband Internet access services.

Privacy and Other Policies. In addition to this Network Management Policy, the Company's broadband Internet access services are subject to our Privacy Policy, Acceptable Use Policy and Terms of Service, the most recent version of which are located at <http://www.cascadecomm.com/content/forms>.

Redress Options. If you have questions, concerns or inquiries regarding this Network Management Policy or customer redress options, please contact us via phone at: (563) 852-3710 or email at [info@cascadecomm.com](mailto:info@cascadecomm.com).



## **CASCADE COMMUNICATIONS COMPANY ACCEPTABLE USE POLICY**

Last Modified: September 21, 2019

### **1. Acceptance of this Policy**

Welcome to Cascade Communications Company ("Company", "we" or "us"). The following Acceptable Use Policy ("Acceptable Use Policy" or "AUP"), governs your access to and use of the high-speed Internet, IP/Ethernet, IP video and/or other data, video, or voice communications service, including any content, functionality and services offered on or through <http://www.cascadecomm.com/> (the "service"). The terms and provisions of this AUP do not limit any rights to suspend or terminate service that Company otherwise possesses under your Service Contract, if any, our Standard Terms and Conditions of Service, our service guide and rate schedule, or applicable law.

Please read the Acceptable Use Policy carefully before you start to use the service. **By using the service, you accept and agree to be bound and abide by this Acceptable Use Policy and our Privacy Policy, found at <http://www.cascadecomm.com/content/forms>.** If you do not agree to this Acceptable Use Policy, you shall not access or use the service.

### **2. Applicability**

This AUP applies to you as a customer and to any other person, authorized or unauthorized, using your service (collectively "User"). For purposes of this AUP, your use includes, and you are responsible for, the use of all Users who access service through your account. It is your responsibility to take precautions to limit access to service to approved Users.

By using the service you certify that you are at least 18 years of age, or older, reside in the United States or any of its territories or possessions., and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you shall not access or use the service.

The Company permits use of the service by minors, subject, however, to your supervision and monitoring. You are solely responsible for actions taken by minors accessing the service through your account.

### **3. Changes to the Acceptable Use Policy**

We may revise and update the Acceptable Use Policy from time to time in our sole discretion. All changes are effective immediately when we post them on our website at <http://www.cascadecomm.com/>, and apply to all access to and use of the service thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the service.

Your continued use of the service following the posting of a revised Acceptable Use Policy means that you accept and agree to the changes.

### **4. Accessing the Service and Account Security**

We reserve the right to withdraw or amend this service, and any service or material we provide to the service, in our sole discretion, without notice. We will not be liable if, for any reason, all or any part of the service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the service, or the entire service.

You are responsible for:

- Making all arrangements necessary for you to have access to the service.
- Ensuring that all persons who access the service through your internet connection are aware of this AUP and comply with its terms and conditions.
- Ensuring all information provided to register the service is correct, current and complete.
- Treat all usernames, passwords or other security information confidential, and agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.
- Ensure that you exit from your account at the end of each session.

You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this AUP.

## 5. Prohibited Uses and Activities

This AUP identifies certain uses and activities that Company considers to be unlawful or abusive and therefore strictly prohibited. The examples listed herein are non-exclusive and are provided solely for guidance to customers. Company, at its sole discretion, reserves the right to discontinue service for any unlawful, harmful, infringing, offensive, or interfering use. In the event of uncertainty as to whether any contemplated use or activity is permitted, please contact a customer service representative for assistance. In addition to any other illegal or abusive uses or activities, the following constitute violations of this AUP:

- **Unlawful Use:** Using service in any manner that violates local, state or federal law, treaty, court order, ordinance, regulation, or administrative rule, including, without limitation, using service to transmit any material (by e-mail or otherwise) whose transmission is unlawful under any local, state or federal law applicable to such transmission.
- **Copyright or Trademark Infringement:** Using service to transmit any material (by e-mail, file sharing software, direct download, FTP sites or otherwise) that infringes, misappropriates, or otherwise violates any copyright, trademark, patent, trade secret, trade dress, right of privacy, right of publicity, moral rights, or other proprietary rights of Company or any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, the digitization and distribution of copyrighted video or music, and the unauthorized transmittal of copyrighted software.
- **Violation of the Digital Millennium Copyright Act (DMCA):** Using service to circumvent any technological measures used by copyright owners to protect their works or using service to produce or disseminate technology primarily designed or produced to circumvent DMCA protections, that have only limited commercially significant purpose or use other than to circumvent; or that are marketed for use in circumventing DMCA protections. For additional information concerning your rights and responsibilities in connection with reporting or responding to claims of copyright infringement, see *Reporting Claims of Copyright Infringement*, below.
- **Harm to Minors:** Using service to harm, or attempt to harm, exploit, or attempt to exploit minors in any way; including but not limited to activities involving child pornography or the sexual exploitation of children.
- **Threats:** Using service to transmit any material (by e-mail or otherwise) that illegally threatens or encourages bodily harm or destruction of property.
- **Harassment and Cyberbullying:** Using service to transmit any material (by e-mail or otherwise) that unlawfully harasses another.
- **Fraudulent Activity:** Using service to make fraudulent offers to sell or buy products, items or services, or to advance any type of financial scam such as “pyramid schemes,” “Ponzi schemes”, unregistered sales of securities, securities fraud and “chain letters.”
- **Forgery or Impersonation:** Adding, removing or modifying identifying network, message or article header information in an effort to deceive or mislead is prohibited while using service. Attempting to impersonate any person by using forged headers or other identifying information is prohibited.
- **Unsolicited Commercial E-mail/Unsolicited Bulk E-mail:** Using service to transmit any unsolicited commercial e-mail or unsolicited bulk e-mail without our prior written consent. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not that e-mail is commercial in nature, are prohibited. Using deliberately misleading headers in e-mails sent to multiple parties is prohibited.
- **Intentional Network Disruptions, Abusive Activity and Bots:** Using service for any activity that adversely affects the ability of other people or systems to use service or third party Internet-based resources. This specifically but without limitation includes excessive consumption of network or system resources whether intentional or unintentional. This also includes “denial of service” and “distributed denial-of-service” (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. The transmission of viruses, malware, or engaging in “mail bombing,” “chat flooding,” cybersquatting, and similar unlawful behavior is also prohibited. Attempting to circumvent user authentication or security of any host, network, or account on Company’s systems or the Internet at large (“cracking”). This includes scanning or probing ports without the consent of the owner of the machine being scanned. Using any robot, spider or other automatic device, process or means to access the service for any purpose, including monitoring or copying any of the material on the service. Introduce any Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- **Unauthorized Access:** Using service to access, or to attempt to access without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Company’s or a third party’s computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in disruption of service or the corruption or loss of data. This includes unauthorized monitoring, scanning, or probing of the Company’s or any third party’s network or system and hacking, attacking, breaching, or circumventing the security of any host, network, server, personal computer, network access, software or data without express authorization of the owner.
- **Collection of Personal Data:** Using service to collect, or attempt to collect, personal information about third parties without their knowledge or consent in violation of applicable state or federal law.

## 6. Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe a User of this service has infringed your copyright, you may report the alleged violation by submitting notification to our Copyright Agent that satisfies the requirements of the DMCA (designated below).

Upon Company’s receipt of a satisfactory notice of claimed infringement for these works, Company will respond expeditiously to either directly or indirectly (i) remove the allegedly infringing work(s) stored on the service or the Personal Web Features or (ii) disable access to the work(s). Company will also notify the affected customer or user of the service of the removal or disabling of access to the work(s).



In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:

Cascade Communications Company  
Attn: Chris Summerall  
106 Taylor St SE  
PO Box 250  
Cascade, IA 52033  
[DMCA@cascadecomm.com](mailto:DMCA@cascadecomm.com)  
563-852-3710

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Copyright owners may use their own notification of claimed infringement form that satisfies the requirements of Section 512(c)(3) of the U.S. Copyright Act. Under the DMCA, anyone who knowingly makes misrepresentations regarding alleged copyright infringement may be liable to Company, the alleged infringer, and the affected copyright owner for any damages (including costs and fees) incurred in connection with the removal, blocking, or replacement of allegedly infringing material under Section 512(f) of the DMCA.

#### Counter-Notification Procedures

If you believe that material you placed on the service was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "Counter-Notice") by submitting written notification to our Copyright Agent (identified above). Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for Iowa and that you will accept service from the person (or an agent of that person) who provided the DMCA Notice.

Upon receipt of a Counter Notice, Company shall promptly provide the complaining party with a copy of the Counter-Notice and inform the party we will replace the removed material or cease disabling access to it within 10 business days. The DMCA allows us to restore the removed content no less than 10, but not more than 14 business days after receipt of the Counter-Notice, if the party filing the original DMCA Notice does not file a court action against you.

Please be aware that if you knowingly materially misrepresent that material or activity was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

#### 7. Enforcement and Notice

**It is our policy to disable and/or terminate the accounts of users who violate the guidelines and terms of this AUP, including those who repeatedly infringe on another's proprietary interests, as determined in our sole and absolute discretion.**

**We reserve the right to act immediately and without notice to suspend or terminate your service in response to a court order or government notice that certain conduct must be stopped or when we reasonably determine that the conduct may: (1) expose us to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of our network or networks with which we are interconnected, (3) interfere with another of our customer's use of the service, (4) violate any applicable law, rule, or regulation, (5) present an imminent risk of harm to us or our customers, or (6) violates the terms of this AUP.**



## **8. Trademarks**

The Company name, the terms Cascade Communications, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this service are the trademarks of their respective owners.

## **9. User Contributions**

The service may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the service. All User Contributions must comply with the Content Standards set out in this AUP.

Any User Contribution you post will be considered non-confidential and non-proprietary. By providing any User Contribution through the service, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose/according to your account settings.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with this AUP.
- You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.
- We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the service.
- You will be solely responsible for taking prompt corrective action(s) to remedy a violation of this AUP in any of your User Contributions.

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, if we believe that such User Contribution violates the AUP, the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the service or the public or could create liability for the Company.
- Disclose your identity or other information about you in the event you violate a third party's rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the service.
- Terminate or suspend your access to all or part of the service for any or no reason, including without limitation any violation of this AUP.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the service. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE FOREGOING PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We cannot review all material before it is posted on the service, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party.

## **10. Network Management Practices.**

Current specific network management practices and service descriptions of Company's Network Service can be found at: <http://www.cascadecomm.com/content/forms>.

## **11. Changes to the Service**

We may update the content on this service from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the service may be out of date at any given time, and we are under no obligation to update such material.

CASCADE COMMUNICATIONS  
SERVICE AGREEMENT – HIGH-SPEED DATA TERMS AND CONDITIONS  
Page 1 of 1

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.

**STANDARD AGREEMENT FOR LOCAL EXCHANGE AND LONG DISTANCE SERVICE  
CASCADE COMMUNICATIONS COMPANY**

1. **SERVICE AGREEMENT.** This standard agreement (this “**Agreement**”) governs your service relationship with Cascade Communications Company (together with any subsidiaries or affiliates providing your service or related facilities, “**we**,” “**us**,” or the “**Company**”) for (i) regulated local telephone services and facilities and (ii) intrastate, interstate and international long distance services (collectively “**Service**”) to which you subscribe..
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 local telephone service pursuant to a certificate of public convenience and necessity issued by the Iowa Utilities Board. We provide Service (local and long distance) subject to our “**Terms of Service**”, including: (a) this Agreement (b) our General Terms and Conditions of Service (for both local service and long distance) our Service Catalog (for local service) and Service-specific Terms and Conditions (for long distance 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 **Terms of Service** are available in electronic form on our website at [www.cascadecomm.com](http://www.cascadecomm.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 **Terms of Service** 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 **Terms of Service**.
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 credit-worthiness, 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.cascadecomm.com](http://www.cascadecomm.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](mailto: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.

**1. Terms and Conditions.** These Long Distance Terms and Conditions govern intrastate, interstate and international long distance services ("**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 Long Distance 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; and (c) your selected Service Package(s) (items (a)-(c) collectively, the "**Additional Terms**"), each of which you should read carefully before ordering or activating 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 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. We reserve the right to



terminate or suspend your Service immediately or to otherwise disconnect, or restrict your use of Service if we determine that your use violates these Terms and Conditions or any Additional Terms applicable to your Service.

**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.** You are solely responsible for providing customer supplied equipment (“CSE”) necessary to access Service. We make no representations, warranties or assurances regarding the capability or suitability of any CSE, including any devices or equipment independently purchased or otherwise owned by you. We make no representations, warranties or assurances that CSE 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. Resale.** The Company primarily resells the long distance services of larger, facilities-based carriers. The Company endeavors to purchase these services at volume discounts, and to resell them at lower rates than subscribers would pay if they purchased service at lower volumes directly from the underlying carriers. However, resale also means that the Company has no control over outages and other service disruptions on the networks of the other carriers. Limitations to the Company’s liability for services or networks provided by other carriers are as set forth in the Company’s General Terms and Conditions of Service.

**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.



## **Free 900 Call Blocking**

Now you have the option to ask that your Local telephone company block all calls to 900 numbers dialed from your home or business phone. The 900 services allow you to reach a variety of long-distance and entertainment sources on a pay-per-call basis. But you and some other customers may prefer to have access to these services blocked. Blocking prevents connections to all 1-900 or 0+900 dialing. The call-blocking option is available only to those customers who are on one-party lines in exchanges, such as yours, with the central office capability to restrict these calls.

If you would like to have access to 900 numbers blocked, please fill out the attached form and return it to your local telephone company. There will be no charge to you for having the 900 calls blocked. After the 900 access blocking begins, you may, at any time, request lifting the blocking from your phone so calls can go through to 900 numbers. Once blocking has been lifted, if you request that 900 access be restricted again, a charge will apply to reinstall call blocking.

If you have any questions about 900 call blocking, please call your local telephone company's business office.

## **Carrier Freeze**

In today's competitive telecommunications environment, a significant problem known as "slamming" has developed in which the telecommunications companies chosen by subscribers are changed without their consent. In order to serve you and keep you from getting your service changed without authorization, we are now providing a service for our customers who would like to have more control over their telephone service. This service is called a preferred carrier freeze. A preferred carrier freeze prevents a change in a subscriber's service provider without the consent of the subscriber. The preferred carrier freeze can be placed on your local, intralata, interlata, and/or international toll telecommunications carriers.

(Please see page 17 of your Eastern Iowa Regional Telephone Directory for a map of the Davenport Lata.)

Once the preferred carrier freeze is in place, the freeze can only be lifted by you either by written or oral authorization. The authorization required for the lifting of the preferred carrier freeze is in addition to the regular verification process required to change to a different telephone service provider. The written authorization must be signed and state your intent to lift a preferred carrier freeze. It should also include your billing name and address and each telephone number to be affected. The oral authorization can be initiated by the customer or can be a three-way conference call with you, the carrier to which you wish to switch, and one of our service representatives.

## **Billing Name and Address Notice**

The FCC requires us, under certain circumstances, to release the Billing Name and Address (BNA) of telephone customers to telecommunications service providers. The main reason for releasing BNA information is to ensure proper billing for certain types of calls. For instance, calls such as collect, third number or calling card calls may be carried by an interexchange carrier who is not your presubscribed interexchange carrier or who does not have a billing contract with our company. Under these circumstances, the carrier does not know who to bill the call to, and therefore, must request the BNA from our company in order to bill the call. We must provide the information to the requesting carrier.

BNA can also be released for several other reasons, including verification for presubscription and new address purposes, fraud prevention and similar non-marketing purposes.

If you have an unlisted or non-published telephone number, you have a choice. If you do not want your BNA released by our company, we need affirmative notification from you. You should know that if you provide us with such notification, your ability to make third number or calling card calls, or to receive collect calls could be denied. Should you have any questions regarding this matter, please call our business office.





## Privacy Notice

Your privacy matters to us. We pledge to protect your privacy and keep your trust. As we provide services to you, we gather information about the quality, technical configuration, type, destination and amount of products and services you use. We also gather data during application processes. This information is known as **Customer Proprietary Network Information (CPNI)** and "Non public Personal Information".

Under federal law, you have a right and Cascade Communications has a duty to protect the confidentiality of your CPNI. Cascade Communications will not disclose or sell this information, unless required to do so by law; or upon receipt of an affirmative written request by a customer.

Cascade Communications may share or permit access to your CPNI on a limited, as-needed basis with trusted agents and contractors (billing and technical support vendors) that assist us in providing services. They share a duty to protect your CPNI. Know that we limit access to your personal information to employees, agents or contractors who must use the information to provide products and services to you. Further sharing of this information is restricted by our employee handbook, non-disclosure agreements and the law, in order to guard your personal information.

## Restrict Unwanted Telephone Solicitations

In 2003, the Do-Not-Call Act was signed into law. This legislation allowed for the establishment and enforcement of a national Do-Not-Call registry giving consumers a choice regarding telemarketing calls. If your number is listed on the registry, all commercial telemarketers, except for businesses with whom you have an existing relationship or certain non-profit and political organizations, are not allowed to call you.

Consumers may register their residential telephone number, including wireless numbers, on the national Do-Not-Call Registry at no cost. You **can register on-line for the national Do-Not-Call Registry via the internet at <https://www.donotcall.gov>**. To contact the registry by telephone, consumers may call 1-888-382-1222. For TTY, call 1-866-290-4236.

Inclusion of your telephone number on the national Do-Not-Call Registry will be effective 31 days after registration. Your number will remain on the registry permanently. You are allowed to remove your number from the registry at any time.

## Regulation of Telephone Solicitations

If you are engaged in making telephone solicitations, you should be aware of the requirements of the national Do-Not-Call rules and regulations. **The relevant federal do-not-call rules are set forth in 47.C.F.R.s.64.1200 and 16 C.F.R. Part 310, respectively.**

This notification is being provided as a reminder of your obligations under the above federal do-not-call rules. For additional information, you may contact the Federal Communications Commission at 1-888-225-5322, on the Internet at [www.fcc.gov](http://www.fcc.gov), or via email at [fccinfo@fcc.gov](mailto:fccinfo@fcc.gov).

Information can also be found on the Federal Trade Commission website:

<https://www.ftc.gov/tips-advice/business-center/guidance/qa-telemarketers-sellers-about-dnc-provisions-ts#Compliance>

(The Federal Communications Commission requires that this notice be provided to any potential solicitor.)



## Inside Wire Maintenance

Inside wire maintenance is intended to cover normal wear of properly installed telephone wiring and telephone jacks located inside the customer premise on a per line (telephone number) basis

Items that will be **covered** other than normal wear include:

- Damage caused by a pet or rodent if not a recurring problem
- Lightning Damage
- Water damage if not recurring

Items specifically **not covered** by inside wire maintenance include but are not limited to:

- Intentional destruction of jacks or wiring
- Damaged wiring or jacks due to remodeling
- Moving wiring or jacks
- Improperly installed jacks or wiring
- Wiring not manufactured for use as telephone wire
- CCTV Wiring or jacks

Additional buildings are covered only if primary building is covered and an additional wire maintenance fee is paid for each building. Customers that subscribe to multiple telephone lines must subscribe to wire maintenance on each line. All jacks and wiring to be covered under the plan must initially be working properly to qualify for the plan. New subscribers to this plan that do not immediately subscribe to the plan after Cascade Communications Company installs the service must wait 30 days from the date they requested the plan for coverage to begin. Cascade Communications Company's liability under the plan is limited to repair or replacement of covered telephone wiring and jacks. Damage to any other items for any reason is not the responsibility of Cascade Communications Company

**CASCADE COMMUNICATIONS COMPANY  
BATTERY BACKUP DISCLOSURE**

This Battery Backup Disclosure is to advise you that your fiber-to-the-home (FTTH) service relies upon the use of a battery backup for voice communications in power failure situations. A battery backup is, or will be installed with our service and the battery backup enclosure must be plugged in to a 110 volt AC power outlet.

Following are some additional details about the battery backups Cascade Communications makes available to our customers:

1. Battery backups are available to all customers served by our FTTH facilities.
2. By default, in the event of a power outage video and Internet connectivity is lost and voice communications remain available for use with the installed battery backup.
3. Currently, Cascade Communications provides the standard battery backup and power supply for no additional charge to the customer at the time of installation and also provides for standard battery replacement in the event of normal wear and tear. Replacement batteries may also be available from other sources including [www.amazon.com](http://www.amazon.com).
4. All of the standard battery backup units provided by Cascade Communications are engineered to provide a minimum of 8 hours standby time for provisioned voice services. An optional battery backup engineered to provide a minimum of 24 hours standby time is available at the time of installation or for replacement for single dwelling units at a cost of \$150.00 and for multiple dwelling units at a cost of \$209.00. The actual time the battery will provide standby voice service will be reduced if the voice line is used or phones are left off-hook during the power outage. In order to help assure standby time, please notify Cascade Communications if the "Replace Battery" LED Indicator is lit on the power supply unit.
5. The battery backup should be located in an area where the temperature is 32° - 104° and the humidity is 0% - 95% non-condensing and the battery backup enclosure must be plugged into a 110 volt AC power outlet.
6. LED indicators on the front of the battery backup enclosure provide an AC Indicator (Green for Utility Power in the normal state and Yellow for Battery Power when AC is absent), DC Output Power (Green when DC output power is provided by the battery or utility power) and Battery (Red when the battery is not connected or the battery needs to be replaced).
7. Limited Warranty information – Cascade Communications will replace batteries that fail due to normal wear and any batteries that are covered by the manufacturers limited warranty. The terms of this limited warranty are as follows:

CyberPower warrants that the Product will be free from defects in material and workmanship for three years from the date of original purchase, subject to the terms of this Limited Warranty. This Limited Warranty gives you specific rights, and you may have other rights, which vary from State to State or Province to Province. Any Implied Warranty of Merchantability or for Fitness for a Particular Purpose, if applicable to the Product, is limited in duration to three years. This provision shall NOT create any Implied Warranty or Merchantability or of Fitness for a Particular Purpose that would not otherwise apply to the Product. NOTE: Some States and Provinces do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. To be covered you must still be the owner of the Product at the time of the failure that results in the claim made under this Limited Warranty. Your sole and exclusive remedies are those provided by this Limited Warranty. This exclusion of other express warranties applies to written and oral express warranties. CyberPower excludes any liability for personal injury. CyberPower excludes any liability for direct, indirect, special, incidental, or consequential damages, whether for damage to or loss of property, loss of profits, business interruption, information or data. This exclusion applies even though damage or loss is caused by negligence or other fault. NOTE: Some States or Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. DO NOT USE FOR MEDICAL OR LIFE SUPPORT EQUIPMENT OR OTHER HIGH RISK ACTIVITIES. CyberPower does not sell the Product for use in high-risk activities. The Product is not designed or intended for use in hazardous environments requiring fail-safe performance, including the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life support or medical applications or for use in any circumstance in which the failure of the Product could lead directly to death, personal injury, or severe physical or property damage, or that would affect operation or safety of any medical or life support device (collectively, "High Risk Activities"). CyberPower expressly disclaims any express or implied warranty of fitness for High Risk Activities. CyberPower does not authorize use of any Product in any High Risk activities. ANY SUCH USE IS IMPROPER AND IS A MISUSE OF A CYBERPOWER PRODUCT.

CASCADE COMMUNICATIONS RESERVES THE RIGHT TO AMEND THIS DISCLOSURE UPON 30 DAYS WRITTEN NOTICE. ANY CHANGES TO THE MANUFACTURERS WARRANTY WILL APPLY.

If you have any questions regarding this battery disclosure statement, please contact Cascade Communications Company at 563-852-3710.