



Terms and Conditions of Internet Access

This contract provides the terms and conditions under which Cimarron Telephone Company or its affiliate (“CimTel”) will provide internet access to the accountholder.

1. **Formation of Contract.** By electronically acknowledging this document, you indicate your acceptance of this contract.
2. **Services.** CimTel will internet access and related services as requested by you to the service address on your account. Terms and conditions for CimTel’s voice services are set forth in tariffs instead of this document.
3. **Term and Termination.** This contract takes effect when you accept it and continues until your account is closed.
 - (a) Termination by you. You may cancel service at any time upon notice to CimTel. Early termination charges may apply as provided in section 3(c) below.
 - (b) Termination by CimTel. CimTel may terminate any or all services if you: (i) breach any provision of this contract; (ii) violate any policies related to services (see section 14); (iii) fail to pay for services as provided in this contract; (iv) have provided false or materially misleading information to CimTel; or (v) use any service in violation of applicable law. Early termination charges may apply as provided in section 3(c).
 - (c) Early termination charges. If CimTel waives, defers, or discounts charges based on your commitment to maintain service for a fixed term and either you terminate your services before the end of the term or CimTel terminates your services under section 3(b), then you are responsible for an early termination charge in addition to any outstanding charges due at the time of termination. The early termination charge will equal the lesser of (i) the value of the discounted, deferred, or waived charges for the months that your service was active, or (ii) the discounted monthly service charge multiplied by the number of months remaining in your fixed term at the time of termination.
 - (d) Survival of provisions. The provisions of sections 1, 3(c), 3(d), 4, 5, 10, 12, 15, 16, and 17 will survive the termination of this contract.
4. **Billing and Payment Related Provisions.**
 - (a) Billing. CimTel bills monthly service charges in advance and one-time charges in arrears.
 - (b) Payment terms. By using CimTel services, you agree to pay all billed charges by the due date listed on your bill. Late fees and interest charges may apply to any payment not received by the due date. Returned check fees may apply for any check returned unpaid.

- (c) Rates and rate changes. Advertised rates do not include taxes or other government fees and surcharges. You are responsible for taxes and other government fees and surcharges. CimTel may change rates for a variety of reasons, including rate increases from content providers, and will notify you of rate changes via website, bill messages, or other means.
- (d) Billing disputes. You must report any billing discrepancies to CimTel within 20 days of the date of the bill to allow necessary adjustments before the next bill cycle.
- (e) Credit and Deposits. You authorize CimTel to obtain a credit report or other credit information. CimTel may require a deposit to activate or reconnect services. Upon determination of satisfactory payment history, or as required by law, CimTel may refund deposits through bill credits. Deposits may be applied to any charges due on your account. After termination of service, CimTel will apply your deposit to any outstanding amounts due, then return any remaining balance to you.
- (f) Collections. CimTel may take collection action for any unpaid charges. You agree to reimburse CimTel for fees paid to any collection agency, and any other costs and expenses, including reasonable attorneys' fees, incurred to collect on your account.

5. **Equipment, Devices, and Wiring.** Depending on the services you subscribe to, CimTel may provide one or more modems, residential gateways, routers, backup batteries, or other equipment ("CimTel Equipment").

- (a) Ownership. Ownership of CimTel Equipment remains with CimTel at all times. You are responsible for the safekeeping of CimTel Equipment on your premises. If any CimTel Equipment is destroyed, damaged, lost, or stolen while in your possession, you are responsible for the cost of repair or replacement.
- (b) Use. You may use CimTel Equipment only for its intended purpose and consistent with the manufacturer's or CimTel's instructions.
- (c) Return of CimTel Equipment. Upon termination of service, you must return all CimTel Equipment in normal working condition within 10 business days.
- (d) Customer-provided equipment. In some cases, you may be able to supply your own modem, router, or other equipment ("Customer Provided Equipment") as long as it is compatible with CimTel's network. You are responsible for the compatibility of Customer Provided Equipment with the service. You may contact CimTel to determine if Customer Provided Equipment is compatible. CimTel may apply a service charge to test Customer Provided Equipment for compatibility. Changes to CimTel's network may affect the compatibility of Customer Provided Equipment with the service.
- (e) Customer devices. You are responsible for the compatibility of your own computers, tablets, streaming devices, televisions, phones, or other devices ("Customer Devices") through which you will use the services.

- (f) **In-home wiring.** You are generally responsible for maintenance and repair of wiring and equipment on the customer side of the demarcation point (i.e., inside the home). Under CimTel's maintenance plan, however, CimTel will provide certain services related to in-home wiring and equipment. Additional terms and conditions apply to maintenance plan services.
6. **Service and Support.** CimTel's service and support personnel are available to assist you with questions or service issues. CimTel may apply a service charge if your issue arises from (a) your acts or omissions, (b) Customer Provided Equipment or Customer Devices, or (c) wiring inside your home (unless you subscribe to CimTel's maintenance plan). CimTel is not obligated to support, maintain, repair, or replace Customer Provided Equipment or Customer Devices.
7. **Accountholder Responsibilities.** You are responsible for activities occurring through your account. You are responsible for compliance with this contract and applicable policies by anyone using the service through your account.
8. **Account Security.** You are responsible for security of Customer Provided Equipment, Customer Devices, and your online communications. You are solely responsible for backing up computer or data files and implementing virus, malware, and intrusion prevention measures to protect equipment, devices, communications, and files.
9. **Restrictions.**
- (a) **No resale of service.** You may not resell or redistribute CimTel's services, including via Wi-Fi hot spots, without CimTel's prior written consent.
- (b) **No commercial exhibition of video services.** For commercial customers: you may not order, receive, or exhibit pay-per-view, video-on-demand, or any other video service in a commercial establishment unless expressly agreed to in a separate writing executed by CimTel and, if necessary, the applicable content provider.
10. **Right of Entry.** By accepting this contract, you are granting CimTel the rights to enter and use your property to construct, install, maintain, or disconnect all wiring, equipment, and facilities used to provide services. Ownership of all wiring (other than inside wiring) and facilities will remain with CimTel at all times. If you do not own the property, your acceptance of this contract indicates that you have obtained the consent of the property owner for CimTel to enter the property for the purposes described above, and you agree to indemnify and hold CimTel harmless from and against any claims of the property owner arising out of entry on or use of the property for the purposes described above.
11. **Technology and Service Changes.** CimTel may change services or technology platforms at any time. CimTel may discontinue providing any or all services in your area. CimTel will make commercially reasonable efforts to notify you of any such, changes, discontinuations, substitutions, or modifications.
12. **No Responsibility for Content.** CimTel is not responsible for content provided over or accessed through the internet.

13. **Service Interruptions.** While CimTel makes best efforts to provide services uninterrupted and at advertised speeds, service may be interrupted or limited for a variety of reasons outside our control. Accordingly, CimTel provides services on an as-is and as-available basis.
14. **Additional Policies and Disclosures.** CimTel’s Privacy Policy, Acceptable Use Policy, Repeat Copyright Infringer Policy, Broadband Internet Service Disclosures, Backup Battery Disclosures, and other documents related to provision or use of the services can be viewed at www.cimtel.net or by contacting CimTel. Violation of any policy may result in termination of service.
15. **Software License.** By providing services or CimTel Equipment to you, CimTel grants to you a revocable, limited, nonexclusive, nontransferable license to use software provided as part of the services or CimTel Equipment (collectively, the “Licensed Software”) in connection with, and only in connection with, your use of the services. As between you and CimTel, all right, title, and interest in and to the Licensed Software, including associated intellectual property rights, remain with CimTel and its licensors. You are responsible for compliance with all end user software license agreements accompanying any Licensed Software. You may not translate, decompile, disassemble, modify, reverse engineer, distribute, remarket, provide, sub-license, or otherwise attempt to alter or dispose of any Licensed Software or any part it. Your rights to use Licensed Software terminate upon termination of service.
16. **Disclaimer of Warranties.** CimTel’s service and any Licensed Software is provided on an “as is” and “as available” basis without warranties of title or non-infringement or implied warranties of merchantability or fitness for a particular purpose. All such warranties are hereby expressly disclaimed. CimTel does not warrant that (a) the service or Licensed Software will operate uninterrupted or error free, (b) internet service will operate at a particular speed, or (c) the service or Licensed Software will work with any particular equipment or device.
17. **Limitation of Liability.** In addition to the limitations provided elsewhere in this contract, CimTel is not liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, even if CimTel is advised of the possibility of such damages.
18. **Changes to Terms and Conditions.** CimTel may change these terms and conditions by giving notice to you. If you continue to use the services after receiving notice of the changes, you are accepting the changes.
19. **Miscellaneous.** This contract, including the documents referenced in it, is the entire agreement between you and CimTel with respect to CimTel’s services. Nothing in this contract is intended to limit any rights or remedies available at law or in equity.