

TERMS AND CONDITIONS FOR SERVICES

A. APPLICATION

1. General

- a. This Service Agreement (“Agreement”) is entered into between Le-Ru Telephone Company, Le-Ru Broadband and Telephone, Le-Ru Long Distance and affiliates (the “Company”) and the person or entity who makes use of Company’s services and facilities and/or products (“Service”) and is subject to acceptance by Company. In this Agreement, the Company uses “we”, “us”, “our”, or “Company” to represent Le-Ru Telephone Company, Le-Ru Broadband and Telephone and Le-Ru Long Distance, and “you”, “your”, or “Customer”, to represent the person or entity who makes use of Company’s service. Customer’s acceptance is limited to the terms and conditions of this offer. No additions or subtractions by Customer are acceptable unless and until expressly and mutually agreed upon in writing. Continued use of Service constitutes acceptance of this Agreement. Company provides service subject to Customer compliance with the terms and conditions below. This Agreement supersedes and replaces the current Terms and Conditions for Services.

2. Changes

- a. The Company may revise these Terms and Conditions of Service at any time. If any such change results in more restrictive terms or conditions, we will provide you at least thirty (30) days’ notice, by insert, as a message printed on your bill, in a separate mailing, or by any other reasonable method.
- b. If you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the Service and terminate your account.

B. OBLIGATION AND LIABILITY OF COMPANY

1. Availability of Facilities

- a. The Company’s obligation to furnish service is dependent upon the availability of facilities and its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary equipment. The Customer agrees to provide Company with suitable right-of-way and provide Company representatives with access to the Customer property at any reasonable hour for the purposes of installing, inspecting, repairing, testing, or removing any part of the Company’s facilities and network.

2. Interruption of Service

- a. The Company does not guarantee uninterrupted working of its service. In the case service is interrupted other than by the negligence or willful act of the customer, an adjustment may be made in the amount of the charges for that portion of the service rendered inoperable. Any adjustment shall apply only if the interruption continues beyond forty-eight (48) hours after first noted by the Company. Adjustment will be made in the form of a bill credit. No other liability shall in any case attach to the Company.

- b. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur in excess of 48 hours after notification has been made by the customer.
- c. The Company will not be liable for any consequential, incidental or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental and indirect damages include, but are not limited to lost projects, lost revenues and loss of business opportunity, whether or not the Company was aware or should have been aware of the possibility of these damages.
- d. The service is provided on an “as is” and “as available” basis without warranties of any kind, either express or implied, including but not limited to warranties of title, noninfringement or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by the Company, its affiliates or its contractors or their respective employees shall create a warranty. Neither Company nor its affiliates warrants that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free of viruses, worms, trojan horses or other harmful components. Under no circumstances shall the Company, its affiliates or its contractors be liable for any direct, indirect, incidental, special, punitive or consequential damages, that result in any way from your use of or inability to use the service or to access the internet or any part thereof, or your reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.
- e. The customer indemnifies and saves the Company harmless against the following:
 - 1) Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
 - 2) Any defacement or damage to the customer's premises, resulting from the existence of the Company's facilities for example, demarcation point and drop on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
 - 3) Any accident, injury or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
 - 4) Claims for libel, slander or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
 - 5) Liability for failure to provide service.

- 6) Liability for damages arising in errors in or omissions of telephone directory listings.
3. Transmitting Messages and Security
 - a. The Company does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to the rules, regulations and conditions specified in these Terms and Conditions. Access to and use of any information or data obtained by the Customer or any user via use of service is at the Customer or user's 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 the Company is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, service interruptions, etc. The Company makes 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 a Customer's or user's use of service or the Company's network.

C. USE OF SERVICE AND FACILITIES

1. Ownership
 - a. All lines furnished by the Company on the premises of the Customer up to the Demarcation Point are the property of the Company. The demarcation point may be outside or inside the premise and is typically the location where the Company's network is terminated. Equipment provided by the Company remains the property the Company. Although the Customer does not own the equipment placed in their home, you are responsible for the care and maintenance of all equipment owned by the Company. Normal wear and tear of equipment is expected, but equipment should remain in good condition. Customer agrees: (1) to return all service-related equipment belonging to the Company in good working condition upon service cancellation or disconnection; or (2) to pay the replacement cost of equipment damaged due to Customer negligence or misuse.
 - b. None of such lines or equipment furnished by the Company may be used for any purpose except that for which installed by the Company.
 - c. The Customer agrees to notify the Company promptly whenever alterations or new construction on the premises owned or leased by the Customer necessitate changes in the Company's service.
 - d. The Company will be reimbursed for any loss or damage to its facilities on the Customer's premise resulting from intentional destruction or any other cause, except from fire or unavoidable accidents.
2. Use of Services
 - a. Service is furnished on retail basis for residential or business use only. Service accounts are assigned to customers only, and the Customer(s) in whose name the account is established will be treated as the account owner(s) for all purposes.

Account owners shall be responsible for any and all use of the subscribed service. Customers will cooperate with the Company to prevent third parties from gaining unauthorized access to services via the Customer's facilities.

- b. The resale of any service provided by the Company is not permitted except as provided elsewhere in the Company's Tariff or as specifically authorized by the Company.
- c. Tampering with Company facilities is prohibited. The Company may refuse to furnish service to any entity or person whose service location or premises shows evidence of tampering.
- d. Customers are not permitted to physically cut, improperly terminate, substantially alter or otherwise destroy the Company's owned premise equipment and wiring before the demarcation point.
- e. The Company shall not be responsible to the Customer if changes in criteria in these Terms and Conditions or changes in any of the facilities, operations or procedures of the Company render any customer premise equipment and wiring obsolete, or requires modification of such equipment and wiring.
- f. The Company shall operate and maintain the service. The Customer shall be responsible for providing the Company with accurate information. The Company shall not be responsible for operating or maintaining software, equipment, and/or cabling that connects equipment not provided by the Company to the service.
- g. Customer agrees not to publish on or over the service content that violates or infringes upon the rights of any other. Customer agrees not to send unsolicited electronic mail to Company's subscribers without Company's explicit written permission for each instance of communication. While using the Service, Customer may not:
 - 1) Restrict or inhibit any other user from using and enjoying the service;
 - 2) Post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation the U.S. import and export control laws and regulations;
 - 3) Post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful component;
 - 4) Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material);
 - 5) Upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder; or upload, post, publish, reproduce, transmit or

distribute in any way any component of the Service itself or derivative works with respect thereto, as the Service is copyrighted as a collective work under U.S. copyright laws.

- h. Company has no obligation to monitor the Service. However, the Customer agrees that the Company has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Company will not intentionally monitor or disclose any private electronic-mail message unless required by law.

D. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

- a. Applications shall be made on the Company's standard form of application. These applications become contracts upon the establishment of service. The Company may require a deposit in order to establish service. If a deposit is required by the Company, applicable non-recurring charges and service charges (if any) may also be required in advance. The terms and conditions specified for such contracts are subject to these Terms and Conditions as applicable to the service to be furnished. Any change in rates, rules or regulations shall act as a modification of the contract to that extent, without further notice.
- b. A form of identification is required by the Customer when submitting an application.
- c. The Customer is responsible to provide accurate information when completing the application. The Customer is responsible for notifying the Company of any information that may have changed preceding to the date the application was submitted. The Company may require a new application for updated information.

2. Upgrades, Termination, or Changes in Service

- a. Only the service account owner may make changes, termination or upgrade requests on the account. These requests must be in written form.

3. Maintenance and Repairs

- a. The Company undertakes to maintain and repair the facilities which it furnishes to the Customer. The Customer shall be responsible for damages to facilities of the Company caused by the negligence or willful act of the Customer. The Customer may not rearrange, disconnect, remove or attempt to repair, or permit others to rearrange, disconnect, remove or attempt to repair any facilities installed by the Company except upon written consent of the Company.

4. Hazardous Locations

- a. If service is requested at a location which is or may become hazardous or dangerous to the Company's employees or to the public, the Company may refuse to install and maintain such service, or may require the Customer to install and maintain such service.

5. Unusual Installation Costs

- a. Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional costs.

E. ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit

- a. The Company is not obligated to provide service to any individual or firm that owes for services previously rendered by the Company or its affiliates at the same or different address until previous indebtedness to the Company has been resolved. Applicants for service who are required to make a deposit may be required to pay in advance of installation, the service connection, installation and/or construction charges. In order to ensure the payment of all charges due for its service, the Company may require any customer to establish and maintain their credit by means of a cash deposit.

2. Terms of Deposit

- a. The amount of deposit required shall not be more than the maximum charge for two months service based on the average bill during the preceding twelve (12) months, or, in the case of new applicants for service, the average monthly bill for new subscribers within a similar customer class.
- b. The deposit shall bear simple interest at a rate which is equal to one percent (1%) per annum. The interest shall be credited annually upon the account of the customer or paid upon the return of the deposit, whichever occurs first. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the customer.
- c. The Company shall permit the Customer concurrent with the beginning of service, to post a deposit in two (2) equal monthly installments or as otherwise agreed upon by the Customer and the Company.
- d. Upon discontinuance or termination of service, the deposit shall be credited, with accrued interest, to the charges stated on the final bill, and any balance will be returned to the customer within twenty-one days of the rendition of the final bill.
- e. Upon satisfactory payment of all undisputed charges during the last twelve (12) month billing periods, deposits with accrued interest will be refunded or credited against charges on subsequent bills. Payment of charges will be considered satisfactory if received prior to the date on which the charge becomes delinquent provided the charge is not in dispute. The Company may withhold the refund of a deposit pending the resolution of a dispute with respect to charges secured by the deposit.
- f. The Company will maintain records of all pertinent information with regard to each deposit held.
- g. The Company will provide within ten (10) days of a customer request a receipt that contains information pertinent to that deposit.

3. Deposits and Collection Practice

- a. The fact that a deposit has been made in no way relieves the applicant or the Customer from complying with the Company's regulations as to advance payments and the prompt payment of bills; nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of sums due the Company for services rendered. The Company may

discontinue service to any customer failing to pay current bills regardless of the fact that such customer has made a deposit with the Company to secure payment of such bills, or has furnished the Company with a guarantee in writing for such bills.

F. APPLICATION OF BUSINESS AND RESIDENCE RATES

1. Business rates apply at the following locations:
 - a. Offices, stores, factories, and all other places of a strictly business nature.
 - b. Hotels, motels, boarding houses, except as noted below, halls and offices of apartment buildings; quarters occupied by clubs or lodges; public, private or parochial schools or colleges, hospitals, libraries, churches and other similar institutions.
 - c. Residence locations when the Customer has no regular business service and the use of the service either by himself, members of his household, or his guests, or communications can be considered as more of a business than of a residence nature. This may be indicated by advertising either by business cards, newspapers, handbooks, billboards, circulars, social media, or other advertising media, such as on vehicles, etc.
 - d. Any location where the listing of service at that location indicates a business, trade or profession, except as specified below under F.2.
2. Residence rates apply at the following locations:
 - a. Private residence where no business is conducted.
 - b. Private rooming house or boarding houses where service is confined to the customer's use.

G. INSTALLATION AND SERVICE CHARGES

1. General
 - a. Service charges apply to connect, move or change each individual service and facilities according to the components of work required.
 - b. The Company may allow service charges for bundled services that are lower than the sum of the individual service charges for each respective service.
2. Types of Charges
 - a. Service Order and Central Office Charge
 - 1) Standard customer fee to initiate service (for residence or business lines)
 - b. Trip Charge
 - 1) One charge for all work ordered and completed at the same time on the same visit.
 - c. Labor Charge
 - 1) Per employee per hour for all required work to be completed.
3. Conditions
 - a. Installation, Service Order, Central Office and Service Charges are in addition to the other applicable rates and charges located in other parts of these Terms & Conditions.

- b. Installation, Service Order, Central Office and Service Charges apply in addition to, but not in lieu of, Special or Standard Construction Charges.
- c. Service Order, Reconnect, Move or Relocation Charges do apply for:
 - 1) Establishing service at the customer's request
 - 2) Move of service from one premise to another at the Customer's request
 - 3) Rearrangement or relocation of facilities at the customer's request
 - 4) Reconnecting a service after disconnection for non-payment
- d. Installation and other Service Charges do not apply:
 - 1) When any change is made and initiated by the Company
 - 2) When services are reestablished at a secondary location immediately following the rendering of the customer's primary location as unfit for occupancy, due to fire, flood, etc.

H. TROUBLE CALL CUSTOMER PREMISE EQUIPMENT AND INSIDE WIRING REPAIR

1. General

- a. A trouble call will be performed when a customer requests the Company to perform a check of its facilities up to the demarcation point.
 - 1) Unless the condition on the customer's premises is determined by the Company to be hazardous.
 - 2) A Inside Wire Check Plan is available to customers. A set monthly fee may cover maintenance of approved customer premise equipment or wiring.

2. Conditions

- a. No charges will be assessed when a trouble call is performed and:
 - 1) The Company determines the trouble exists on the Company's side of the demarcation point.
- b. Charges will be assessed when a trouble call is performed and:
 - 1) If the Customer does not pay for the Inside Wire Check Plan and requests the Company identify any trouble on the Customer's side of the demarcation point.
 - 2) The Customer requests the Company repair any trouble on the Customer's side of the demarcation point.
 - 3) The Company determines the trouble exists with the Customer's customer premise equipment that is not covered by a maintenance plan.

I. SPECIAL AND STANDARD CONSTRUCTION CHARGES

1. General Conditions

- a. The Company may assess construction charges for the installation of facilities beyond the existing company facilities.
- b. The Company may assess construction charges to the appropriate party which may include, but is not limited to, the service applicant, individual owner or land developer.

- c. Construction charges may include all costs associated with the installation of facilities, including but not limited to, engineering, labor, legal, material, right-of-way and contractor costs.
 - d. Full payment of the construction charges may be required prior to the commencement of the work.
 - e. The party paying the construction charges does not obtain any rights of ownership or any other rights pertaining to facilities installed by the Company. All facilities installed by the Company shall be under its exclusive control.
 - f. The Company may require a minimum contract period for special construction projects.
2. Types of network additions governed by special construction charges may include:
- a. Line Extensions
 - b. Temporary or Speculative additions
 - c. Special Type or Request
 - d. Real Estate Developments and Subdivisions
 - e. Multi-Dwelling Units or Apartment Complexes
3. Nonpermanent Buildings
- a. For mobile homes, trailers, construction sheds, Recreational Vehicles, and other nonpermanent buildings, the Customer may be required to pay in advance one (1) year's local service charges in addition to any excess construction charge. This credit may not be used to reduce the monthly bill for toll or taxes, and no portion will be refunded to the customer if service is discontinued before credit is entirely used.

J. PAYMENT FOR SERVICE AND FACILITIES

1. Payment for Service
- a. The Customer shall pay for the service monthly in advance.
 - b. The Customer will be rendered a statement for services due on the 1st day of the month and become delinquent on the 22nd day of the month.
 - c. Failure to receive a statement does not relieve the Customer of the provisions set forth herein.
2. Late Payment
- a. The Company shall assess a late payment charge in the amount of \$10.00 to cover the cost of handling such delinquent account. In the event a partial payment is made on the current bill, subsequent to the issuance of the Notice, the late payment charge will be added to the balance due.
3. Adjustment of Charges
- a. In the event of an adjustment of charges for overbilling or under billing by the Company, a correction (refund or charge) may be made for the full amount of difference for a period not to exceed six months. When the period or amount for which overbilling cannot be fixed from available records, the maximum refund or credit will not exceed an estimated amount of such billing.
4. Discontinuance of Service by the Company

- a. Service may be discontinued by the Company for any of the following reasons:
 - 1) Non-payment of an undisputed delinquent charge for basic local telecommunications service.
 - 2) Failure to post a required deposit or guarantee.
 - 3) Unauthorized use of the Company's service in a manner which creates an unsafe condition or creates the possibility of damage or destruction to its facilities.
 - 4) Failure to comply with the terms of a settlement agreement.
 - 5) Refusal after reasonable notice to permit inspection, maintenance or replacement of Company's equipment.
 - 6) Material misrepresentation of identity in obtaining Company's service.
 - 7) As provided by state or federal law.
 - b. A written notice shall be sent by first class mail ten (10) days prior to the date of the proposed discontinuance of service.
 - c. Service may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Service will not be discontinued on a day when the offices of the Company are not open to facilitate reconnection of service or on a day immediately preceding such day.
 - d. The Company will make reasonable efforts to contact the customer via telephone at least twenty-four (24) hours preceding a discontinuance of basic telecommunications service. The Company will advise the customer of the proposed discontinuance and what action must be taken to avoid it.
 - e. Discontinuance of service will be postponed for a time not in excess of twenty-one (21) days if the telephone service is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency shall, if requested, provide the Company with verifiable written evidence of such necessity.
 - f. Payment by personal check may be refused if the Customer, within the last twelve (12) months, has tendered payment in this manner and the check has been dishonored, except when the dishonor is due to bank error.
5. Restoral of Service
- a. A charge of \$20.00 will be made for reconnecting services which have been discontinued for non-payment of charges due. No allowance will be made for loss of service during the period service is disconnected for non-payment if payment is made and service reconnected before completion of an order to terminate the service. Subsequent to the completion of an order to terminate the service, it may at the option of the Company be re-established only on the basis of a new application.
6. Returned Check Charge
- a. An administrative charge will be assessed for each occasion that a check, bank draft, or electronic funds transfer item is returned unpaid to the Company.
7. Credit Information and Debt Collection

- a. The Customer consents to disclosure of account information to or from credit reporting agencies, credit bureaus, private credit reporting associations, or to or from other providers of services.
- b. If the Customer fails to pay for service owed to the Company, then the following procedure is used:
 - 1) Final notice sent to the Customer. Ten (10) days prior to the date of proposed discontinuance of service.
 - 2) Reasonable effort is made to contact the Customer at least twenty-four (24) hours before disconnecting service. Twenty-four (24) hours prior to the date of proposed discontinuance of service.
 - 3) Service is disconnected and the account is suspended. On the date of proposed discontinuance of service.
 - 4) A second bill is sent to the Customer. On first day of the month.
 - 5) The first collection letter also known as the Second Past Due Notice is sent to the Customer.
 - 6) A third bill is sent to the Customer. First day of the next month
 - 7) The final collection letter also known as the Final Notice Prior to Collection is sent to the Customer.
 - 8) The Customer's information is turned in for collection to a debt collection agency. After 10 days with no response from the Customer.
- c. If at any time during the procedure the Customer pays the balance of the amount owed to the Company then the procedure is concluded.
- d. Information given to the debt collection agency includes the Customer's current address, any phone numbers on file, date of birth, Social Security Number, and the amount owed to the Company.

K. TAXES OR FEES TO BE BILLED TO CUSTOMER

1. General

- a. When a municipality or political subdivision imposes upon the Company any license, occupation, franchise, permit, inspection or other similar tax, such tax, fee or charge may be billed to the Customer receiving service within the municipal or political subdivision, allocated uniformly on the basis of each such customer's monthly charges for the types of service made subject to such tax, fee or charge.
- b. Charges authorized by the FCC.
- c. Charges mandated by the State of Missouri will also be assessed on the Customer's monthly bill.

L. GOVERNING LAW

1. General

- a. This agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflicts of law provisions.