

GRANBY TELEPHONE COMPANY AND GTC BROADBAND
GENERAL TERMS AND CONDITIONS FOR SERVICES

A. APPLICATION

1. General

- a. The Rules and Regulations specified herein apply to the services and facilities (“Services”) furnished by Granby Telephone Company, GTC Broadband, and affiliates, hereinafter (the “Company”). By using the Services, you agree to be bound by these Rules and Regulations. If the customer fails to observe these Rules and Regulations, and/or the Company’s terms and conditions, acceptable use policy, privacy policy, or DMCA policy, which are published on the Company’s website, then after notice of such failure, the Company automatically has the authority at its option to discontinue the furnishing of service.

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. Continued use of the Service(s) constitute acceptance of this Agreement and any subsequent revisions. 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 services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of such facilities, and services may be subject to Construction Charges as provided herein.

2. Allowance for Failure of Service

- a. The Company does not guarantee uninterrupted working of its services. 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.

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. Use of Service and Facilities

a. Abuse or Fraudulent Use of Service

All services are furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may disconnect service which is used in such a manner. In case of such disconnection, the Company will immediately attempt to notify the customer.

Abuse or fraudulent use of service includes, but is not necessarily limited to, the following:

- 1) The service used in such a manner as to interfere with the service of other users.
- 2) The use of service for any purpose other than as a means of communication.
- 3) Tampering with company equipment for the purpose of obtaining service without payment of charges applicable to the service rendered by the Company or other telecommunications providers using the Company's facilities.
- 4) The use of profane or obscene language.
- 5) The impersonation of another individual with fraudulent or malicious intent.
- 6) The use of service which is objected to by or on behalf of any governmental authority on the grounds that such service is or is to be used for illegal purposes.

5. Charges for Damages

- a. In situations where impairment or interruption of service is caused by tampering with Company wiring or equipment, the customer instigating such tampering or the person causing the damage will be billed the full cost of labor and materials required to reestablish normal service.

6. Obligation and Liability of Company

a. Liability of Company

- 1) 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.

- 2) 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.
- 3) The customer indemnifies and saves the Company harmless against the following:
 - a) Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.
 - b) 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.
 - c) Any accident, injury or death occasioned by its equipment or facilities when such is not due to negligence of the Company.
 - d) 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.
 - e) Liability for failure to provide service.
 - f) Liability for telephone directories except as outlined in this tariff.

7. Transmitting Messages – 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 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. Use of Service

- 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. Services must be used in compliance with all applicable Company policies, rules, regulations, and terms of service.
- c. Services may not be resold.
- d. 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.

2. Connection of Customer Premise Equipment and Wiring

- a. Except when leased from, licensed from or otherwise provided by the Company, all premise equipment and wiring after the demarcation point is the property and responsibility of the property owner and account holder. The demarcation point may be outside or inside the premise and is typically the location where the Company's network is terminated.
- b. Customers may provide and install their own customer premise equipment and wiring after the demarcation point so long as no electronic or physical harm is caused to the Company's network. Customer Premise Equipment and Wiring may be connected throughout the premise using coaxial, copper and fiber wiring or wireless technology.
- c. 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.
- d. To protect the premise equipment and wiring from electronic or physical harm, signal leakage and other types of degradation, the Company may require that any premise equipment and wiring (including connectors, splitters, and other equipment used) meet reasonable technical specifications, not to exceed the technical specifications of such equipment installed by the Company. However, if the customer's connection to, redirection of or rerouting of the premise equipment and wiring causes electronic or physical harm to the Company's network, the Company may impose additional technical specifications to eliminate such harm.
- e. The Company's network is not represented as being adapted to the use of all customer premise equipment and wiring. The Company shall not be responsible for the through transmission of signals generated by the customer premise

equipment or for the quality of or defects in, such transmission.

- f. 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.
- g. It is the customer's obligation to ensure compliance with any applicable state or federal laws governing the installation and use of customer premise equipment and wiring.
- h. To protect the Company's network and services furnished to the public, the customer premise equipment and wiring must comply with all applicable network protection criteria including those requirements in the National Electrical Code (NEC) and FCC regulations.
- i. If the Company determines the customer premise equipment and wiring is causing or is likely to cause interference or hazard to the network, the Company will take such action as it deems necessary for the protection of the Company's network.
- j. After notification by the Company of such interference or hazard, the customer shall discontinue such use and disconnect such premise equipment and wiring. Failure of the customer to conform to this requirement may result in suspension of service.
- k. The customer may be charged a trip charge as well as any applicable labor charges for visits to their premises when the service trouble is determined to be caused by the customer premise equipment and wiring.
- l. The Company shall not be responsible for any loss, damage, failure or impairment of service in connection with customer premise equipment and wiring. The Company's liability is limited to that provided in these General Terms and Conditions.
- m. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of patents arising from combining such customer premise equipment and wiring with the facilities of the Company.
- n. Where the Company leases, licenses or otherwise provides equipment, such equipment is provided to customer for the term of service and solely for use in connection with lawfully receiving and using services. All such equipment remains the property of the Company. When service is cancelled or disconnected, the customer must return any such equipment to the Company during regular business hours, Monday through Friday (except holidays). The equipment must be returned to the Company in the same condition as installed or received, except for normal wear and tear. All such equipment must be returned to the Company's business office or an alternative location designated by the Company at the time of cancelation or disconnection. If a customer is unable to travel to the Company's business office or other designated location to return the equipment, the customer 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 the customer's 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 customer will be informed of when pick-up service is requested and will be payable at time of pick-up. If a customer fails to return equipment at the time of cancellation or disconnection of service, the customer may be liable to the Company for an equipment recovery fee as set forth in these Terms and Conditions.

- o. The customer is responsible for the maintenance and safekeeping of all equipment placed in or on the customer's premises. The Company has no responsibility for replacing equipment destroyed or damaged by the customer's 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 the customer's possession, the customer may be liable to the Company for an equipment recovery fee as set forth in these Terms and Conditions.

D. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

- a. Applications for service may be made in writing. 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. Minimum contract periods and termination of service are covered elsewhere in these Terms and Conditions.

2. Upgrades or changes in Service

- a. Only the service account owner may make changes, termination or upgrade requests on the account.

3. Alterations

- a. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in the Company's facilities. The customer agrees to pay the Company's charges for such changes.

4. Maintenance and Repairs

- a. All expense of maintenance and repair of services or facilities provided by the Company will be borne by the Company. The customer will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of the Company's facilities not due to normal use. Customers may not rearrange, disconnect or remove or permit others to rearrange, disconnect or remove any Company owned facility installed by the Company unless provided elsewhere in these Terms and Conditions.

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. Amount of Deposits

- 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 three percent (3%) 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. 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.
- d. 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.
- e. The Company will maintain records of all pertinent information with regard to each deposit held.
- f. 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 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 non-payment 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. In offices, stores, factories, mines, and all other places of a strictly business nature.
 - b. In 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. At 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. In 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. In a private residence where no business is conducted.
 - b. In 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. Activation and Setup 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, Activation, Set-Up and Service Charges are in addition to the other applicable rates and charges located in other parts of these Terms & Conditions.
 - b. Installation, Activation, Set-up and Service Charges apply in addition to, but not in lieu of, Special or Standard Construction Charges.
 - c. Activation, 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.
 - b. A Wire Maintenance 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) The customer requests the Company identify or repair any trouble on the customer's side of the demarcation point.
 - 2) 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

J. MINIMUM CONTRACT PERIODS

1. Minimum Contract Period

- a. The minimum contract period is one month from the date service or additions to service are established and the minimum charge is the authorized rate for one month, except as specified elsewhere in these Terms and Conditions. For purposes of rate administration each month is considered to have 30 days.

- b. The Company may require a contract period longer than one month at the same location for unusual construction necessary to meet special demands and involving extra costs (see Construction).

K. DISCONNECTION OR REFUSAL OF SERVICE

1. By the Company Without Notice

- a. The Company may disconnect or refuse service without notice:

- 1) in the event of a condition on the customer's premises determined by the Company to be hazardous
- 2) in the event of customer's use in such a manner as to adversely affect the Company's facilities or the Company's service to others, such as:
 - 3) Connection of customer premise equipment which causes or is likely to cause interference or hazard to the network impersonation of another with fraudulent intent
 - 4) Impersonation of another with fraudulent intent

- b. in the event of tampering with facilities furnished and owned by the Company

- c. in the event of unauthorized use

- d. in the event of a violation of Company policy

2. By the Company After Prior Written Notice

- a. In addition to the reasons set forth in subparagraph 1a. above, the Company may disconnect or refuse service after providing notice at least five days in advance for any of the following reasons:

- 1) use of service in an unlawful or abusive manner, including to illegally threaten or harass other persons or in violation of any federal, state, or local law applicable to use of service
- 2) for failure of the customer or prospective customer to furnish permits or certificates of right-of-way specified as conditions for obtaining service, or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the contractual obligations imposed upon them as conditions of obtaining service by a contract.
- 3) for failure of the customer to permit the Company reasonable access to its facilities.
- 4) any other violation of the Company's tariffs, terms, conditions, policies, customer agreements, or the requirements of federal, state, or municipal ordinances or laws pertaining to the service.

- b. Despite the prior written notice provisions as contained in these rules,

disconnection may take place prior to the expiration of the notice period if the Company determines, from verifiable data, that usage during the notice period is so abnormally high that a risk of irrevocable revenue loss is created.

- c. Only one written notice will be provided to the customer if multiple violations occur.
- d. The notice of pending disconnection required by these rules shall be a written notice setting forth all reasons for the notice and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered to the customer when deposited in the U.S. mail with postage prepaid or by means of electronic delivery. If delivery is by other than U.S. mail or electronic delivery, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The final date shall be not less than ten days after the notice is rendered. The notice will include a local number where a customer can obtain additional information.
- e. Where written notice is required, the Company will not disconnect service on a weekend or holiday or on other days that the Company is closed.

3. Disputes

In the event of a dispute concerning a bill, the Company may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, shall be made using the procedures listed as follows:

- a. Within 5 days of the bill date of a disputed bill, the Company must receive from the customer an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with this requirement shall mean the bill is deemed correct and all amounts are due to the Company.
- b. The Company shall review the customer's statement of disputed charges, and shall issue a written initial determination within 5 days after receipt to set forth the Company's proposed resolution of the dispute charges.
- c. If the customer is not satisfied with the Company's proposed resolution, the customer must advise the Company in writing within 5 days after receipt of the Company's initial determination, of the specific reasons for the dissatisfaction and provide any additional information the customer deems pertinent or relevant to the dispute.
- d. Within 5 days after the Company's receipt of additional information, the Company shall make its final determination and resolution of the disputed charges based upon all documentation or information available to the Company.
- e. If the customer continues to withhold payment of any disputed amounts determined to be owed to the Company, the customer's account shall be deemed past due, and subject to termination.

4. At Customer's Request

- a. Contracts for service may be terminated prior to the expiration of the contract

period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished.

- b. A minimum, change of account holder, charge will apply (with the exception of Telephone Service or unless otherwise stated specifically in these Terms and Conditions) where a new customer takes over the service of the former customer, provided the service is to be furnished at the same location without interruption and that the new customer assumes all unpaid charges on the original contract.
- c. No minimum charge will apply in the event the service is terminated because of condemnation, destruction, or damage to property by fire or other cause, beyond the control of the customer.

L. PAYMENT FOR SERVICE AND FACILITIES

1. General

- a. All customers shall pay for services and facilities monthly in advance.
- b. All bills for services are due upon receipt after the bill is rendered.
- c. Failure to receive a bill does not relieve the customer of the responsibility for payment.

2. Disconnection of Service by the Company

- a. In the event of failure by the customer or those responsible to pay any bill on or before the due date, the Company may discontinue services.

3. Charge for Reconnection

- a. Where service has been discontinued for non-payment of a due bill, applicable charges shall apply.
- b. Where service has been discontinued for the non-payment of a due bill, the customer may be required to reestablish credit or provide a deposit as defined in Establishment and Maintenance of Credit.
- c. The maximum payment for restoration of service that existed prior to disconnection shall be the total past due amount, applicable nonrecurring charges and if appropriate, an Advance Payment and Deposit as specified elsewhere in these Terms and Conditions.

4. Late Payment Charge

- a. All bills for which full payment has not been received more than 21 days after the bill has been rendered shall be subject to a late payment charge as listed in these terms or posted on the Company's web site.

5. Returned Check Charge

- a. As listed on the Company's web site, 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.

M. TAXES OR FEES TO BE BILLED TO CUSTOMERS

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.

N. TELEPHONE NETWORK CONNECTIONS

1. General

- a. Customers are connected to the Company's network at a point of demarcation as specified in these Terms and Conditions.
- b. Connections of new inside station wiring to the network shall only be made at the Demarcation Point.
- c. Direct electrical connections at the protector or by-passing the standard network interface shall constitute a violation of this Company's terms and conditions and the service may be disconnected in accordance with its filed rules and regulations.
- d. Customers shall not be allowed to construct inside station wiring from a demarcation point or between two or more buildings on the same premises to obtain service from an exchange other than that by which they would normally be served. Existing inside or customer-owned wiring obtaining service within another exchange boundary shall be disconnected by the customer within ten days after receipt of written notification from the Company.

O. CUSTOMER COMPLAINTS

1. General

- a. A customer or prospective customer may initiate a complaint with the Company on any relevant matter by telephone, in person or in writing directed to the Company at any of its offices. The Company's response to the complaint will generally be in the same form used by the customer. However, the Company may respond to written complaints by telephone or personal visits when it believes such communications will be effective in resolution of the issues.
- b. The customer may at any point during resolution of the complaint seek review by a Supervisor or Manager.

P. COMPANY-PROVIDED EQUIPMENT

All electronic and network equipment ("Equipment") provided by Company including but not limited to: aerial and/or buried cable, antennas, fiber cable and fiber drops, fiber optic gateways, modems, network interface devices, optical network terminals, routers, and wiring shall remain property of Company.

Company will repair or replace damaged Equipment as Company deems necessary and may charge Customers for repair or replacement of the Equipment. If Equipment is damaged due to a Customer's intentional acts, negligence, or use inconsistent with this Agreement as determined by Company, then Customer will be responsible for the price of repair or replacement. Misuse or tampering with the Equipment including attempts to modify the equipment will be considered damage due to Customer's intentional acts or negligence. Customers will be responsible for payment of service calls by Company or its subcontractors that result from a Customer's intentional acts or negligence as determined by Company, including fiber cuts caused by Customer's digging and excavation. Damage to the Equipment caused by insects, rodents, or vermin infestation shall also be considered damage due to Customer's negligence.

Customer agrees to provide Company with access to Customer's premises to install, maintain, and repair the Equipment and Service. Customer agrees that Company may bore, dig, excavate, trench, cut, drill, and otherwise alter the premises in order to install, maintain, and repair the Equipment and Service. If Customer does not own the premises or if the premises is part of a multi-dwelling unit, Customer warrants that permission has been obtained by the necessary party such as the building manager, landlord, or owner in order to allow Company and its subcontractors reasonable access to install, maintain, and repair the Equipment and Service.

Customer shall notify Company immediately if the Equipment is stolen and include a detailed description of the circumstances including documentation such as a law enforcement agency report. All Equipment must be returned to Company undamaged within fourteen (14) calendar days after Service is terminated. If equipment is not returned within twenty-one (21) calendar days, or is returned damaged, then Customer will be charged a non-return fee. If all Equipment is returned undamaged within two (2) months of termination, then the non-return fee will be refunded. No refunds will be made for Equipment returned damaged.

EFFECTIVE DECEMBER 1, 2020

GRANBY TELEPHONE COMPANY AND GTC BROADBAND

TELEPHONE SERVICE

A. LOCAL TELEPHONE SERVICE

1. Central Office Access Lines extend between the central office equipment of the Company and the demarcation point located on the premises of the customer.
2. Rates for Telephone Service types are published on the Company's web site. The rates and charges for these services are in addition to all other applicable rates and charges.
3. Services
 - a. Individual Access Lines
 - 1) R-1 Individual Line Residence
 - 2) B-1 Individual Line Business
 - b. Service Descriptions
 - 1) Individual Line services may be purchased individually or in multiples

B. OPTIONAL CALLING SERVICES

1. Optional Telephone Service types are shown below. The rates and charges for these services contained herein are in addition to all other applicable rates and charges located in other parts of these Terms and Conditions.
2. Hunting Service
 - a. Hunting Service is an optional arrangement available to customers with two or more business or residence line services at the same location. Where facilities permit, lines are arranged so that incoming calls to a busy line overflow to another line in the hunting arrangement.
 - 1) Hunting starts with the called line and tests for busy on each line in a prearranged group until either an idle line is found or the end of the group is reached.
 - 2) Circular Hunting starts with the called line and tests for busy on each line in a prearranged group of lines. When the end of the group is reached, circular hunting continues to the first line of the hunt group and hunts until the line just preceding the dialed number is hunted.
 - b. Conditions

- 1) The rates for hunting services are in addition to the rates for basic business and residential, exchange access lines.
- 2) Hunting is not offered between grades or classes of service, e.g., business to residence, business to key system or PBX.

3. Direct Inward Dialing Service (DID)

- a. Direct-Inward-Dialing (DID) is a special trunking arrangement which permits incoming calls from the exchange network to reach a specific station without attendant assistance.
- b. Conditions
 - 1) The Company will assign line numbers for direct inward dialing in blocks of numbers. When additional numbers are required, they will be made available as soon as the Company has equipment available for this purpose. The Company does not guarantee that line numbers will be made available in all cases

4. Rates

- a. Rates for Hunting and DID services are in addition to the rates for Truck or High Capacity Services.

5. Custom Calling Features

- a. Custom Calling Services are optional telephone service arrangements which may be provided only from central offices equipped to provide one or more custom calling features. The rates and charges contained herein are in addition to all other applicable rates and charges located on the Company website.
- b. Custom Calling Service Descriptions
 - 1) Call Forwarding: Permits a customer to transfer all incoming calls to another dialable telephone number. The customer pre-selects a second telephone number to which all incoming calls are automatically transferred. Calls may be transferred to a long-distance message telecommunication point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred
 - 2) Caller Identification-Name and Number: Allows for the automatic delivery of a calling party's name and number to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer provided equipment. The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company, in its discretion, may abbreviate or limit that name for display purposes. The Company does not assure name accuracy, and it shall not be liable to any party for errors, omissions or mistakes.

- 3) Three Way Calling: Enables a customer to add a third party to an existing call without operator assistance, thereby establishing a three-way conversation. The transmission may vary depending on the distance and routing necessary; therefore, transmission may not meet normal standards.

c. Conditions

- 1) Call Forwarding Services shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the station originating the call and the station to which the call is transferred. Customers utilizing call forwarding services are responsible for the payment of charges for each toll call to the telephone to which the call is transferred.
- 2) Custom Calling Services will be provided in connection with individual line residence and business service. Custom Calling Services may not be available to PBX customers.

C. TELEPHONE NUMBERS, DIRECTORIES AND DIRECTORY LISTINGS

1. Telephone Numbers

- a. The customer has no proprietary right in the telephone number or any right to continuance of service from any specific central office, and the Company may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business or subject to any porting requirements.
- b. When services are discontinued, telephone numbers will be held from use (aged) according to industry standards before reassignment.

2. Telephone Directories

- a. Directory Publication and Distribution
- b. The Company may provide listing information for its customers to a third party that publishes and distributes directories.
- c. Where the Company contracts with a third party to publish a directory or is required to provide listing information to another directory publisher, the Customer will hold the Company harmless for damages due to errors or omissions in directory listings.
- d. The Company may publish and distribute a directory annually containing the serving exchange listings for each Central Office Access Line without charge.

Additional directories may be furnished at the discretion of the Company. The Company endeavors to correctly list customers, their telephone numbers and other information in the local telephone directory. No liability for damages arising from errors in or omissions of directory listings or listings obtained from Directory Assistance shall attach to the Company. In the case of additional or extra listings for which a charge is made, the Company's liability shall be limited to the monthly rate for each such listing for the charge period during which the error or omission continues.

3. Directory Listings

- a. Directory listings remain the property of the Company and are not to be reproduced without the permission of the Company.
- b. The following options are available to Customers regarding to the alphabetic section of the white pages of the telephone directory for business or residence customers.
 - 1) A Primary listing, which may include the name, address and telephone number of the individual, organization, firm or corporation for whom the service has been contracted, will be furnished at no charge.
 - a) Listings will be limited to such information as is necessary for proper identification.
 - b) The length of a listing may be limited by the use of abbreviations where the clarity of the listing and the identification of the customer will not be impaired.
 - c) The Company may refuse to insert any listing which, in its judgment does not facilitate the use of the directory.
 - 2) Additional listings may be furnished with business or residence service for persons who occupy the same premises at the rates shown above. An additional listing may include the same address and telephone number as the primary listing.
 - 3) Unlisted and Non-Published Service is the omission of a customer's listing from both the telephone directory and directory assistance records.
 - a) When Unlisted/Non-Published Service is to be furnished, the customer will hold the Company harmless from any damages which might arise, and will absolve the Company from any responsibility for the failure of the customer to receive calls because of the private listing.
 - b) Charges will apply for Unlisted/Non-Published numbers.
 - 4) The charge for additional, alternate or private listings is effective the day the directory assistance record is posted.

D. INFORMATION SERVICES AND LOCAL DIRECTORY ASSISTANCE

1. Customer can access local directory assistance by dialing "411" for assistance in determining a telephone number.
2. Information Services
 - a. Customers can access local operator services by dialing "0" (0 minus) for assistance in placing a call.

E. TOLL BLOCKING SERVICE

1. Toll blocking service provides denial of outgoing 0+ and 1+ long distance calls for central office Access Lines or Trunks.
2. The customer shall not be permitted to place outgoing calls to an operator or any part of the 0+ or 1+ long distance network when this service is in effect.
3. Incoming toll calls are not restricted

F. INFORMATION SERVICE ACCESS BLOCKING

1. Information Service Access Blocking enables customers with individual line service to request the blocking of access to all 900 and 976 numbers.
 - a. A customer shall not be charged for the first activation of information service access blocking. After this service has been established, subsequent unblocking and/or re-blocking will be subject to all applicable charges.

G. OFF PREMISE EXTENSIONS

1. Grandfathered Service. Off Premise Extension service is only available to existing customers at existing locations. Off Premise Extension service is not available to new customers or to existing customers at new locations.
2. Service includes capability for extending standard Access Line service between premises where customer owns or is located at both premises.
 - a. Connections made between buildings on same Premises, may be made using customer owned wiring in accordance with connection standards as detailed in these terms and conditions and within the operational limits of the Company's network.
 - b. Where offered, Connections between separate premises will be made by installing separate Basic Telephone Services at each location, and arranging them to work as a single service.
3. Conditions

- a. The company may require a written customer acknowledgement regarding the information it is able to deliver related to any 911 calls location information.

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GRANBY TELEPHONE COMPANY AND GTC BROADBAND
BROADBAND SERVICES – TERMS AND CONDITIONS

A. BROADBAND SERVICE

1. Broadband Services include Broadband Internet Access provided to Residential and Business customers.
2. Types of Services
 - a. Internet Access Services is provided on an as is basis. Internet Access Services are categorized as Symmetrical or Asymmetrical. Asymmetrical services are most common and provide downstream connectivity (from the internet) at greater bandwidth than upstream (to the Internet). Symmetrical service provides similar capacities in both directions. The Company does not guarantee that a customer will achieve speeds set forth at all times. The speeds the Company provides are at a “best effort” and are contingent on network factors.
 - b. Additional Services available to broadband customers include:
 - 1) Managed Wi-Fi
 - 2) Static IP Address assignment
3. Acceptable Use Policy
 - a. Internet Access services are governed by the Company’s Acceptable Use Policy which is posted on its website at www.gtcbroadband.com.
4. Copyright Protection Notice
 - a. The Company will handle complaints regarding copyright infringement in accordance with its Digital Millennium Copyright Act (DMCA) Policy. A party wishing to register an allegation of copyright infringement by a Customer may file such allegation using the information on the Company’s website.
5. Network Performance
 - a. A description of network performance characteristics is available on our website at www.gtcbroadband.com
 - 1) The Company will not unreasonably discriminate in the transmission of lawful network traffic.
 - 2) The Company will not block access to lawful content or websites,

applications, services, or non-harmful devices.

- 3) The Company will keep accurate records of your service location(s) and may also measure usage characteristics.
 - 4) The Company reserves the right to immediately disconnect or modify your service if Company determines, in its sole and absolute discretion that your use of service is, or at any time was, inconsistent with normal residential or business usage patterns or is otherwise in violation of these Terms and Conditions.
 - 5) In the event your usage exceeds applicable usage limitations and as an alternative to disconnection of service, the Company may offer you a revised service agreement including higher rates for usage of service that is deemed to be inconsistent with normal residential or business use.
 - 6) The Company reserves the right to protect its network from harm, which may impact legitimate data flows.
 - 7) The Company reserves the right to limit throughput or amount of data transferred, and to deny or discontinue service, without notice, to anyone it believes is using an unlimited data plan or feature in any manner prohibited herein or whose usage adversely impacts Company's network or service levels.
6. Customer Initiated Speed Test Information
- a. A link for a Customer Initiated Speed Test is posted on the company website at www.gtcbbroadband.net.
7. Subscriber Obligations
- a. Customers establishing an account with the Company must be at least 18 years old.
 - b. Company is not responsible for any long distance, toll or other charges you may incur.
 - c. Customers must provide Company with accurate and complete billing information including legal name, address, and credit card/billing information, and Customers must report to Company all changes to this information within 30 days of the change.
 - d. Customers are responsible for all charges to their account.
 - e. Customers are billed each month for the basic service and any additional usage or services. Customers are responsible for paying all charges billed to their account in the manner and method prescribed on their invoice. Company is not responsible for any charges or expenses (overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Company.

- f. Delinquent accounts may be suspended or canceled at Company's sole discretion; however, charges will continue to accrue until the account is canceled. Company may bill an additional charge to reinstate a suspended account.

8. Special Note Concerning Minors

Protecting children's privacy is especially important to us. It is our policy to comply with the Children's Online Privacy Protection Act of 1998 and all other applicable laws. Company recommends that children ask a parent for permission before sending personal information to Company, or to anyone else online. If you are under the age of 13, you are not authorized to provide us with personally identifying information, and we will not use any such information in our database collection activities. We appreciate your cooperation with this federally mandated requirement.

9. Member's Account, Password and Security

Customers receive a username, password and account designation upon registration. You and members of your household are the only authorized users of your Company account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Service through your account. You must notify Company within 24 hours of discovering any unauthorized use of your account.

Using a personal account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Usernames, passwords and email addresses are Company's property and Company may alter or replace them at any time.

10. Third Party Services

Some subscriber data, including contact information, usage levels and signal quality may be made accessible to third party organizations for account management and billing purposes, to support and troubleshoot individual subscriber accounts and to resolve wider network issues.

11. Monitoring the Service

Company has no obligation to monitor the Service but may do so and may disclose information regarding the use of the Service for any reason if Company, in its sole discretion, believes that it is reasonable to do so, including but not limited to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its Customers. Please see our Privacy Policy. Company may immediately remove your material or information from Company's service, in whole or in part, which Company, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy.

12. Copyright Infringement

It is a violation of this agreement to transmit copyrighted material or to store such material where it can be accessed by others. This could be through the use of file sharing programs that allow for the download and sharing of music, movies and other copyrighted content, or any other technology or method that would cause or allow for the infringement of copyrighted material. While we do not actively monitor our network or services for such content or activity, we do receive regular notifications from content owners pursuant to the Digital Millennium Copyright Act (DMCA). As a service provider, when properly notified, we have a responsibility under this Act to promptly remove or block access to the content in question. If it is determined that you are hosting copyrighted material on your computer, we will notify you to remove the content and may suspend your account while the copyrighted material is removed from the computer. If there are repeated violations of this policy, your account may be subject to termination. Therefore, it is important to also remove or disable features in any programs that allow others to access copyrighted material from your computer.

13. Disclaimer of Warranties

EXCEPT FOR CERTAIN PRODUCTS AND SERVICE SPECIFICALLY IDENTIFIED AS BEING OFFERED BY COMPANY, COMPANY DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICE ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT, OR MAY BE OFFENSIVE TO YOU. COMPANY HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL SERVICE, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. COMPANY MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH COMPANY OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY COMPANY OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY.

14. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL COMPANY, EMPLOYEES, SUBSIDIARIES, ITS LICENSORS OR ANY UNDERLYING SERVICE PROVIDER BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OR INABILITY TO USE THE SERVICE OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF COMPANY HAS BEEN ADVISED OF

THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, COMPANY'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

15. Indemnification

Upon a request by Company, you agree to defend, indemnify, and hold harmless Company and its subsidiary and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of this site. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Company in asserting any available defenses.

16. Website Usage and Other Websites

The Service may provide, or third parties may provide, links to other World-Wide Websites or resources. Because Company has no control over such sites and resources, you acknowledge and agree that Company is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. Some portions of the Website are made available for the free exchange of ideas by participants and are not regularly monitored nor moderated by Company. Company assumes no responsibility and makes no warranty that it will undertake to screen or remove such material. You agree to hold Company harmless from all claims based upon the materials posted by others. Also, in exchange for availing yourself of the opportunity to upload or provide information to this site and any associated chat rooms or discussion areas, you will indemnify Company from any claims made by third parties regarding the materials that you provide. Personal information posted by you to the Website is posted at your own risk. Company will have no liability arising from use of that information. You shall not use the Website to distribute or publish any advertising of goods or services, solicitations for funds, or other commercial messages. You agree that you will not post, upload or otherwise introduce a virus or other harmful code onto the Website. Your posting of material on the Website or providing material to the Company to use on the Website will be deemed to be a grant by you to Company of a perpetual, non-revocable, worldwide, nonexclusive license to the material to include the material on the Website and to reproduce, publish, distribute, perform, display, and transmit the material and to prepare derivative works as reasonably necessary to do so, and you waive all rights of attribution and integrity with respect to the material.

17. Termination

Company reserves the right, in its sole discretion, to terminate your account, your password and your use of the service, with or without notice. You may terminate your account at any time and for any reason by providing notice of intent to terminate to

Company by contacting Customer Service at the Company's office or at 417-472-6211. Email termination of your basic Internet access account will not be accepted. If your account included space on Company's servers, anything stored on this space will be deleted upon termination. Provisions on Copyright Infringement, Disclaimer of Warranty, Limit of Liability, Indemnity, Termination of Service, and Third-Party Beneficiary of this Agreement shall survive termination of this Agreement.

18. Third Party Beneficiary

YOU AGREE THAT ANY UNDERLYING SERVICE PROVIDER OF COMPANY'S SERVICE IS A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT AND AS SUCH IS ENTITLED TO ALL THE RIGHTS AND PROTECTIONS AFFORDED BY THIS AGREEMENT TO COMPANY DESCRIBED HEREIN.

19. Miscellaneous

This Agreement, the Acceptable Use Policy, the Privacy Policy, and Company's other user policies posted on Company's website constitute the entire agreement between you and Company with respect to your use of the Service. Company may revise, amend, or modify this Agreement, the Acceptable Use Policy and any other user policies, at any time and in any manner. Any revision, amendment, or modification will be effective immediately after Company posts it at its website. This Agreement is governed by Missouri law without regard to conflict of law provisions. The federal and state courts located in Missouri have jurisdiction over all disputes arising out of or related to this Agreement and the Service. You consent to the personal jurisdiction of such courts sitting in Missouri with respect to such matters between you and Company and waive your rights to removal or consent to removal.

EFFECTIVE DECEMBER 1, 2020

GRANBY TELEPHONE COMPANY AND GTC BROADBAND

SERVICES PRICE LIST – TELEPHONE SERVICE

www.gtcbroadband.net