

# AGREEMENT FOR INTERNET SERVICES

## TERMS AND CONDITIONS

These are the Terms and Conditions under which Union Telephone Company and Union Information Services, LLC (collectively and individually "Union") will provide to the person(s) signing this Agreement as the Customer, and, if applicable, your spouse(s) (collectively the "Customer" or "You") those Internet Services (the "Services") that You have requested, at the service address ("Premises") identified below. Union and Customer agree to be bound by this Agreement. This "Agreement" includes: these Terms and Conditions and the Application signed by You. In addition, this "Agreement" includes Union's General Terms and Conditions for Internet Service set forth at [www.uniontel.net](http://www.uniontel.net), any and all of which may be amended from time to time by Union. Copies of Union's General Terms and Conditions for Internet Service are available upon request, at no charge, from Union.

**Use of Services.** You must subscribe to Union local telephone service in order to receive the Services. Services are furnished to You for your use only at the Premises. You may not resell, sublease or rent any Services to third parties. You may not use the Services for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with Union's network, business operations, employees or customers. You understand and agree that You are responsible for any content that You post or transmit on or through the Services. You agree to use the Services in a manner consistent with all applicable local state, national and international laws and regulations including, but not limited to, the Communications Act of 1934, Telecommunications Act of 1996 and all United States export control laws and regulations. Without limiting this Agreement, your use of Internet Services must comply with Union's "Acceptable Use Policy" set forth at [www.uniontel.net](http://www.uniontel.net) as well as any terms imposed by Union's third-party providers of services. You acknowledge and agree that Union has no control over and is not responsible for any content or programming transmitted to You through the Services. X \_\_\_\_\_

**Equipment; System.** Any in premises equipment provided by Union for the provision of Services ("Equipment") and the Union owned system of wires, cables, fiber and additional premises equipment needed to provide the Services to You (the "System") shall remain Union's sole property. Title to the Equipment and the System shall remain with Union at all times and You shall have no property rights or interest therein except as set forth in this Agreement. Under no circumstances may Customer move or relocate the Equipment for use at another location. You shall keep the Equipment and System in good condition and promptly return the Equipment to Union within seven (7) days of the date of termination of this Agreement. You must notify Union promptly of any Equipment or System failure or malfunction. Union shall, at its sole cost and expense, replace or repair Equipment and the System, except that You shall be responsible for all costs incurred by Union to repair or replace the Equipment and/or System if such repair or replacement is caused by your or any user's negligent or willful conduct. You agree that no other person besides Union shall repair or replace the Equipment or System without the express written consent of Union. X \_\_\_\_\_

**Access.** You agree to allow Union reasonable access to the Premises and grant, without fee, to Union all easements and rights-of-way necessary to install, maintain, inspect, remove, repair and replace the Equipment and the System. In the event that Customer is not the owner of the Premises, Customer warrants that he/she/it has the consent of the owner of the Premises to grant Union the reasonable access provided herein.

**Default.** Customer shall be in Default of this Agreement if: (i) Customer or a user has tampered or abused Equipment or the System, or violated Union's Acceptable Use Policy; (ii) Customer fails to make payment of all charges due hereunder on or before the day such payment is due and fails to make such payment within five (5) days after Union provides Customer with notice that payment has not been made; or (iii) Customer breaches any of the other terms and conditions of this Agreement and said breach is not cured within five (5) days after Union provides Customer with notice of such breach.

**Term and Termination.** This Agreement shall commence on the installation date of the Services (the "Effective Date") and shall continue for an initial term of two (2) years (the "Initial Term") and shall be automatically renewed as a month-to-month contract at the end of the Initial Term (the "Renewal Term") at Union's then current prices for Services unless either party provides notice to the other party prior to the end of the Initial Term of its intent to terminate this Agreement at the end of the Initial Term. If You are in Default of this Agreement, Union may terminate this Agreement or suspend Services upon notice to You, in accordance with applicable law. During the Renewal Term as a month-to-month contract: (i) Customer may terminate this Agreement at any time upon notice to Union; which termination shall be effective on the next business day after receipt of such notice; (ii) Union may terminate this Agreement upon thirty (30) days' notice to Customer. Union may terminate Services at any time, without notice to You, if Union determines in its sole discretion that Customer or a user has tampered with or abused Equipment or the System, or violated Union's Acceptable Use Policy. Union may terminate Services at any time, without notice to You, in response to a court or government demand or as permitted by law. Upon termination, Customer agrees to pay any outstanding balance. If Customer fails to return in good condition any Equipment within seven (7) days of the date of termination, Customer will be liable for the Equipment replacement charges. The replacement charges for unreturned or damaged Equipment are the then current replacement cost. Upon termination, Union shall have the right but not the obligation to remove the System. Termination of this Agreement does not release You from the obligation to pay all accrued charges under this Agreement. X \_\_\_\_\_

**Early Termination.** In the event that Customer desires to cancel any of the Services provided pursuant to this Agreement prior to the expiration of the Initial Term (except in response to a proposed amendment to this Agreement by Union) or Union terminates this Agreement or any of the Services provided under this Agreement as a result of a Default by Customer, Customer shall pay an early termination charge that is equal to the full amount of any installation fees waived by Union plus: (i) \$125 if the Agreement is terminated or any of the Services are cancelled/disconnected in the first twelve (12) months; (ii) \$90 if the Agreement is terminated or any of the Services are cancelled/disconnected after the 12th month but prior to the 18th month; or (iii) \$50 if the Agreement is terminated or any of the Services are cancelled/disconnected after the 18th month but prior to the 24th month. X \_\_\_\_\_

**Recurring Monthly Charge.** Following are the recurring monthly charges for the Services during the Initial Term.

<u>Service</u>	<u>Recurring Monthly Charge</u>
512K	39.95
1.5M	49.95
3.0M	69.95

**Payment and Due Date.** Union shall bill Customer monthly in advance for the recurring monthly charges associated with the Services. Customer is responsible for payment of all charges on the bill issued by Union to Customer including, without limitation, taxes, regulatory cost recovery charges, surcharges and franchise fees. Taxes, regulatory cost recovery charges, surcharges and franchise fees are subject to change without notice. Customer agrees to make payments by the due date on the monthly bill. Payments are late if not received by Union by the due date. To the extent permitted by applicable law, Union may charge a late fee of 5% for any amount not paid when due. Union may charge a reasonable return check fee. Union may charge a reasonable administrative processing fee and actual costs incurred with respect to any authorized demand by Union for payment of a bill from Customer's designated financial institution which is rejected by said financial institution. Subject to applicable law, Customer agrees to reimburse Union for its costs, including reasonable attorneys' fees, collection fees and similar expenses incurred by Union with respect to collection of payment ("Collection Costs"). Union reserves the right to require customer to pay a deposit for the establishment or continuation of Services. X \_\_\_\_\_

**Partial Payments; Disconnection; Reconnection.** Unless otherwise instructed in writing by Customer, Union shall first apply any partial payments for Services to the stand alone rate for the local telephone service portion of any outstanding invoices. All Services will be subject to disconnection pursuant to the terms of this Agreement. Customer may be eligible to reconnect the disconnected Services by paying the entire outstanding balance; any applicable late fees; any applicable Collection Costs permitted by law; a reconnection fee; and any deposit that may be required by Union.

**WARRANTIES.** SERVICES AND EQUIPMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO WARRANTIES EXCEPT AS SPECIFICALLY PROVIDED HEREIN. UNION EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, OR ANY WARRANTY ARISING BY USAGE OR TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNION MAKES NO WARRANTIES OR GUARANTEES AS TO CONTINUOUS AVAILABILITY OF THE SERVICES, ANY SPECIFIC FEATURES OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. UNION IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, OR ACTS OF GOD.

**LIMITATION OF LIABILITY.** UNION SHALL IN NO EVENT BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY OTHER PERSON, OR ENTITY FOR ANY FAILURE OR DELAY IN PERFORMANCE TO THE EXTENT THAT SUCH FAILURE OR DELAY IS DUE TO ANY CAUSE(S) BEYOND THE CONTROL OF UNION. UNION SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, WORK-STOPPAGE, LOSS OF PROFITS, LOSS OF OPPORTUNITY, BUSINESS INTERRUPTION, ANY OTHER COMMERCIAL DAMAGES AND ANY AND ALL DAMAGES RELATED TO THE FAILURE OR MALFUNCTION OF THE INTERNET SERVICES PROVIDED DIRECTLY OR INDIRECTLY OUT OF, RELATING TO, OR CONNECTION WITH THIS AGREEMENT OR THE INSTALLATION, OUTAGE, MAINTENANCE, REPAIR, REPLACEMENT, INSPECTION, REMOVAL, USE OR FAILURE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM PROVIDED HEREUNDER EVEN IF UNION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS LIMITED BY LAW, UNION'S SOLE LIABILITY, IF ANY, FOR ANY CLAIM ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR FAILURE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM PROVIDED HEREUNDER, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE APPLICABLE TO THE PERIOD TO WHICH THE SERVICES AND EQUIPMENT WERE AFFECTED. THESE LIMITATIONS WILL APPLY REGARDLESS OF ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

**INDEMNIFICATION.** CUSTOMER AGREES TO AT ALL TIMES DEFEND, INDEMNIFY AND HOLD UNION AND ITS UNDERLYING SERVICE, CONTENT, EQUIPMENT AND SOFTWARE PROVIDERS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THE USE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM, THE CONTENT SUBMITTED, POSTED OR UPLOADED TO OR THROUGH THE SERVICES ANY VIOLATION OF THIS AGREEMENT OR VIOLATION OF ANY RIGHTS OF ANOTHER. THESE OBLIGATIONS WILL SURVIVE TERMINATION OF THIS AGREEMENT AND CUSTOMER'S USE OF THE SERVICES, EQUIPMENT AND/OR THE SYSTEM. UNION RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY CUSTOMER, IN WHICH EVENT CUSTOMER WILL COOPERATE WITH UNION IN ASSERTING ANY AVAILABLE DEFENSES.

**Amendments.** Union, in its sole discretion, reserves the right to amend the terms and conditions of this Agreement other than the prices for Services during the Initial Term. Any amendment to this Agreement shall be effective thirty (30) days after Union provides notice to You. Customer's use of any of the Services and/or Equipment after the effective date of any amendment shall constitute Customer's acceptance of and agreement to such amendment. No amendment to this Agreement by Customer shall be valid or binding on Union unless made in writing and signed by an authorized representative of Union.

**Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to conflict of law provisions. In the event of any controversy, claim, or dispute between the parties arising out of or relating to this Agreement, such controversy, claim, or dispute may be tried solely in a state or federal court having jurisdiction for Plainfield, Wisconsin, and the parties irrevocably consent to the exclusive jurisdiction (including personal jurisdiction) and venue of such courts.

**Waiver; Severability.** Union's failure to enforce any right or remedy available under this Agreement is not a waiver. If any provision or portion of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full force and effect.

**Notice.** Whenever in this Agreement it is required or permitted that notice be given by Union or Customer to the other party, such notice shall be given as follows: (i) Notice to Union: in writing by depositing said notice in the United States Mail, postage prepaid, addressed to Union, Attn: Office Manager, PO BOX 96, Plainfield, WI 54966-0096, or by calling Union at 715-335-6301 or as may otherwise be permitted by Union; and (ii) Notice to Customer: in writing by depositing said notice in the United States Mail, postage prepaid, addressed to the Customer at the Premises or the billing address on the Application or Customer's Email account.

**Assignment.** Customer shall not assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of Union. Union may assign this Agreement without notice to Customer.

**Entire Agreement.** This Agreement is the entire agreement between Union and Customer. This Agreement supersedes any inconsistent or additional promises or representations made to You by any employee or agent of Union.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.**

**BY SIGNING THIS AGREEMENT THE SIGNATOR ACKNOWLEDGES THAT HE/SHE IS AT LEAST 18 YEARS OF AGE AND IS AUTHORIZED ON BEHALF OF CUSTOMER TO SIGN THIS AGREEMENT.**

**BY SIGNING THIS AGREEMENT OR BY USING THE SERVICES AND/OR EQUIPMENT YOU AGREE TO BE BOUND BY THIS AGREEMENT.**

Customer No. 1 (Please Print): \_\_\_\_\_ Spouse's Name: \_\_\_\_\_  
Customer No. 2 (Please Print): \_\_\_\_\_ Spouse's Name: \_\_\_\_\_  
Service Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Signature – Customer No. 1: \_\_\_\_\_ Date: \_\_\_\_\_

Signature – Customer No. 2: \_\_\_\_\_ Date: \_\_\_\_\_