TERMS AND CONDITIONS

These Terms and Conditions contain the regulations and provisions governing the use of the telecommunications and fiber services ("Services") described herein and provided by Nunn Telephone Company, referred to as the “Company” or "Nunn Telephone".

The Customer’s use or application for service for any of the Services provided by Nunn Telephone shall constitute an acceptance of and agreement to these Terms and Conditions and as they may be amended from time to time.

The Company may modify these Terms and Conditions upon posting the notice online. The most current version of these Terms and Conditions can be found on the Company’s web site at www.nunntel.com or at the Company’s business office at 285 Logan Avenue, Nunn, Colorado between the hours of 8 A.M. and 4 P.M. Any changes to the Terms and Conditions become effective on the Effective Date set forth in the written notice. By continuing to accept or use the Company’s Services after the Effective Date, the Customer agrees to the Terms and Conditions as modified. If the Customer disagrees with any of the changes (including changes in prices or other charges), the Customer may discontinue the Service to which the changes apply by giving notice to the Company in the manner provided in these Terms and Conditions.

In addition to the Services described in these Terms and Conditions, the Company may offer additional Services or additional features of Services not specifically described herein. Those additional Services or features will be subject to these Terms and Conditions and to additional terms and conditions specifically applicable to those Services or features, as described in a Service Agreement or Company Tariff.

These Terms and Conditions are subject to any tariffs, laws, and governmental regulations applicable to the Services provided by or through the Company.

TABLE OF CONTENTS

SECTION I - GENERAL TERMS AND CONDITIONS 4

1. *Definitions* 4
2. *Undertaking of the Company* 4
3. *Application for Service; Credit* 4
4. *Use/Misuse of Service* 4
5. *Minimum Term* 4
6. *Billing and Payment* 4
7. *Taxes, Fees and Other Charges* 5
8. *Terminal and Company Equipment* 6
9. *Interconnection* 7
10. *Inspection, Testing and Adjustment* 7
11. *Credit Allowances for Interruption of Service* 7
12. *Cancellation by the Customer* 7
13. *Discontinuance of Service* 7
14. *Restoration of Service* 8
15. *Use of Recording Devices* 8
16. *Special Customer Arrangements* 8
17. *Liability of the Company* 8
18. *Disclaimer of Warranties* 9
19. *Company as Agent* 9
20. *Other Terms and Conditions* 9
21. *Dispute Resolution* 9
22. *Complete Agreement* 9
23. *Notices* 9

SECTION II - TELEPHONE SERVICES 10

1. *Telephone Numbers* 10
2. *Telephone Directories* 10
3. *Directory Listings* 10
4. *Local Telephone Service* 11
5. *Long Distance and International Services* 11
6. *Calling Features* 12

SECTION III - MISCELLANEOUS SERVICES 13

1. *Off Premise Extensions* 13
2. *Emergency Number Service* 13
3. *Other Service Offerings* 13
4. *Lifeline Assistance* 14

SECTION IV - INTERNET SERVICES 14

1. *Company's Responsibilities* 15
2. *Customer's Use and Responsibilities* 15
3. *Cancellation* 15
4. *Internet Services* 15
5. *Customer Service* 15
6. *Company's Online Privacy Policy* 16
7. *Requirements Regarding Eligibility and Email I.D* 16
8. *Charges and Billing* 16
9. *Web Service* 17
10. *Customer's Risk; No Warranty and Limitation of Liability* 17

11. Customer Obligation for Protection 17
12. Company's Rights and the Rights of Others 18
13. Allowable Use and Internet Etiquette 18
14. Unauthorized Use of Account 18
15. General Statements Regarding the Internet 18
16. Limitations on Resource Usage 19
17. Ownership and License 19
18. Copies of Software 19
19. Software Export 19
SECTION V – EMERGENCY RESPONSE SERVICES 19
1. Services Provided 19
2. Applicable Regulations 19
3. Limitation to Service Area 19
4. Limitations on Service Provided 19
5. Limitations Based on Customer Responsibility 20
6. Limitation of Liability 20
7. Unlisted/Non-published Customers 20
8. Transfer of Warranty 20
SECTION VI – INSIDE WIRE MAINTENANCE 20
1. Services Provided 20
2. Access 20
3. Billing for Telecom Wiring Service 20
4. Limitation of Liability 21
5. Transfer of Warranty 21
SECTION VII - RATES 21

SECTION I - GENERAL TERMS AND CONDITIONS

1. Definitions.

There are many words and terms which have been particularly defined by the Company and others in the telecommunications industry which are used in these Terms and Conditions. These words are generally noted by an initial capital letter. For those terms not defined in these Terms and Conditions, the definitions used by the Company can be obtained by request from Nunn Telephone Company. Email a request to customerservice@ezlink.com.

2. Undertaking of the Company.

The Company arranges for Customers to obtain, or assists the Customer in obtaining, installation, operation, and maintenance of the Services described in these Terms and Conditions. Not all Services described in these Terms and Conditions may be provided directly by the Company. Some Services may be contracted to other service providers as determined by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a customer's location to the Company's network or to various Services; or the Company may facilitate the access of the Customer to certain Services.

3. Application for Service; Credit.

3.1 Any member of the general public (including natural persons or legally organized entities such as corporations, partnerships, limited liability companies or governmental bodies) is entitled to obtain Services under these Terms and Conditions, provided that the Company reserves the right to deny access to Services: (a) to any Customer that, in the Company's reasonable opinion, presents an undue risk of non-payment, (b) in circumstances in which the Company has reason to believe that the use of the Service(s) would violate the provisions of these Terms and Conditions, Company's Acceptable Use Policy, or applicable laws or regulations, or (c) if insufficient facilities are available to provide the Services.

3.2 The Company may require a customer to sign and Application for Service and/or a Service Agreement and to establish credit worthiness as a condition precedent to the initial establishment and continued use of a Service through an investigation of the Customer's credit history. By delivering an Application for Service or a Service Agreement to the Company, the Customer consents to and authorizes the Company to investigate the Customer's credit history. The Company may report the Customer's credit and payment performance to credit reporting agencies. The Service Agreement for an individual Service may contain terms and conditions that are in addition to these Terms and Conditions.

4. Use/Misuse of Service.

4.1 The Services offered by or through the Company may be used for any lawful purpose for which the Services are technically suited. All charges and other amounts due under applicable Service Agreements or other arrangements, whether authorized or not, will be the Customer's responsibility. If more than one party is named in a Service Agreement as a customer, liability shall be joint and several. Published prices are subject to change without prior notice, except for notices required for regulated services. The customer shall be liable for all obligations under these Terms and Conditions and any applicable Service Agreements notwithstanding any sharing, reselling or rebilling of the Services and regardless of the Company's knowledge of the same. The Company shall have no liability to any person or entity other than the Customer. The Customer shall not use nor permit others to use any Service in a manner that could harm the facilities of the Company or others or that is inconsistent with these Terms and Conditions, Company's Acceptable Use Policy, or any applicable law or regulation.

4.2 A Service may be immediately discontinued by the Company in the event of any misuse or fraudulent use of the Service, or any use which the Company determines, in its reasonable judgment negatively affects its system or other Customers' use of the Company's Services or system or is in violation of law. The customer shall be responsible for any expenses incurred as a result of misuse or fraudulent use of a Service.

5. Minimum Term.

The minimum term for which a Service is provided and for which rates and charges are applicable is one month unless otherwise stated in these Terms and Conditions, an applicable Service Agreement or is mutually agreed in writing otherwise between the parties. When a Service is disconnected prior to the expiration of the minimum term, charges are applicable, whether the Service is used or not.

6. Billing and Payment.

6.1 Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in these Terms and Conditions or in any Service Agreements. Some charges at the date of invoice will be the next month's fees and others will include usage charges incurred during the prior month.

6.2 Rates for the Services provided by the Company are published on the Company's Website or may be obtained from the Company at its principal business office in Nunn, Colorado. Rates are subject to change at any time without notice other than required notices in connection with regulated services.

6.3 The Customer is responsible for payment of all charges for Services furnished to the Customer or any other user, regardless of whether the use is by an Authorized User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Services, equipment provided to the Customer or Customer provided equipment by third parties, the Customer's employees, or the public. This includes payment for Calls or other Services that originate at the Customer's number(s), are accepted at the Customer's numbers (*e.g.*, collect calls), Third Number Billing, Travel Card Calls, or the use of a Company assigned special billing number, or incurred at the specific request of the Customer.

6.4 The following shall apply to financial arrangements for Services provided by the Company to Customers:

6.4.1 Customer shall pay to Company all applicable charges relating to Customer's account(s) in accordance with published rates or applicable Service Agreements in effect at the time of use. Charges for a period included in the first month's bill will be prorated according to the days of service left in the Company's billing period.

6.4.2 Payments are due on the twentieth (20th) day of the month. Time is of the essence for payment of charges due Company. Customers may be assessed a monthly late fee on past due amounts on any payment not paid by the due date. The Company will charge up to the allowable amount for all returned checks and for bank drafts declined by Customer's Bank and Customer's account will be subject to immediate suspension. If a customer presents an undue risk of nonpayment at any time, the Company may require that the Customer make a deposit or make advance payments as set forth in these Terms and Conditions.

6.4.3 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit may vary with the Customer's credit history and projected usage. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation. If the security deposit is not used, it will be returned to the Customer two billing cycles after the account is closed.

6.4.4 For Customers from whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed two (2) months estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if deemed necessary and appropriate in the Company's discretion.

6.5 Deposits and advance payments may be required for certain Services and not for others or with respect to one type of equipment obtained from the Company but not for another.

6.6 Deposits, advance payments and other payment conditions required by third parties providing equipment or services to Customers as part of or in connection with the Services provided by the Company shall be determined in accordance with the requirements of the third parties.

6.7 For payments of amounts due the Company, the Customer may elect payment by cash, bank draft, check, money order, credit or debit card. For payments made by check, cash, money order, debit or credit card, the Customer's payment is due on the twentieth (20^{th}) calendar day of the month following the date of the invoice.

6.8 Disputes with respect to charges must be presented to the Company in writing within ninety (90) days from the date of the invoice or the invoice will be deemed to be correct and binding on the Customer.

6.9 In the event suit is brought or an attorney is retained by the Company to enforce these Terms and Conditions or collect or attempt to collect any charges owed to the Company, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney's fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

6.10 Accounts cancelled due to non-payment will be reported to a credit reporting agency.

7. Taxes, Fees and Other Charges.

7.1 The Customer agrees to pay applicable federal, state and local government taxes, fees and surcharges and any other applicable fees and charges, except to the extent Customer provides a valid exemption certificate prior to the delivery of services. The Customer also agrees to pay charges that result directly or indirectly from government regulations or mandates. Such taxes, fees, charges, and surcharges are in addition to the rates for the Services provided by or through the Company and will be itemized separately on Customer invoices.

7.2 Construction Charges.

7.2.1 The Company may assess construction charges or require a longer contract period in exchange for the installation of facilities beyond the existing Company facilities.

7.2.1 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.

7.2.2 Construction charges may include all costs associated with the installation of facilities, include but not limited to,

engineering, labor, legal, material, right-of-way, and contractor costs.

7.2.3 Full payment of construction charges is required prior to the commencement of the work.

7.2.4 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.

7.2.5 Types of Network Additions governed by Construction charges may include:

- Line Extensions
- Temporary or Speculative additions
- Special Type or Request
- Real Estate Developments and Subdivisions
- Multi-Dwelling Units or Apartment Complexes

7.3 Installation and Service Charges.

7.3.1 Service Charges apply to connect, move or change each individual service and facilities according to the components of work required.

7.3.2 The Company may allow service charges for bundled services that are lower than the sum of the individual service charges for each respective service.

7.3.3 Please refer to the Rate Schedule for a listing of Company's Service Charges.

7.3.4 Service Charges are in addition to the other applicable rates and charges located in other parts of these Terms & Conditions, including Construction Charges.

7.3.5 Service Charges do apply for:

- Establishing service at the customer's request.
- Move of service from one premise to another at the customer's request.
- Account name changes at the customer's request.
- Changes of service type, features, etc. at the customer's request.
- Rearrangement or relocation of facilities at the customer's request.
- Reconnecting a service after disconnection for non-payment.
- Service check charges for visits to customer premises when the service trouble is determined to be caused by the customer premise equipment and wiring.

7.3.6 Service Charges do not apply:

- When any change is made and initiated by the Company.
- 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.

7.4 Unusual Installation Costs. Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional costs as otherwise provided for in Company policy.

8. Terminal and Company Equipment.

8.1 The Company's telecommunications facilities and Services may be used with, or terminated in, terminal equipment or communications systems such as a PBX, key system, or single line telephone. Internet Service may be used in connection with, or terminated in, Customer electronic devices. All terminal equipment or communications systems and Customer electronic devices shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's Services. The Customer agrees to operate any Customer Provided Equipment or any other equipment in accordance with these Terms and Conditions and all applicable FCC Rules.

8.2 Except when title and ownership is specifically transferred to Customer, all telecommunications facilities, equipment and materials used by Company in providing Services to Customer ("Company Equipment") shall remain the sole property of Company (or in the case of equipment and materials provided by a third party provider). When Company Equipment is in the possession or under the control of Customer, Customer shall be fully responsible and liable to Company for any loss of or damage to any of the equipment or materials unless caused by a defect in the equipment or materials. If Company Equipment is located on Customer's Premises, Customer shall provide Company with reasonable access to Company Equipment for maintenance and repair. Company shall have the right, without any liability whatsoever, to enter the Customer's premises to remove the Company's equipment and materials whenever (a) the Customer is in default with

respect to any of the Customer's obligations in connection with any Services provided by the Company to the Customer, (b) an agreement for the Services utilizing the equipment and materials has been terminated by the Company or the Customer, or (c) the Company replaces the equipment and materials with different equipment and materials.

9. Interconnection.

9.1 Services furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems and equipment, as applicable, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems or equipment.

9.2 Connection to or interconnection with the services or facilities of other common carriers or third party providers shall be under the applicable terms and conditions of these Terms and Conditions and the other common carrier's or third party provider's tariffs and/or terms and conditions. In case of a conflict between the Company's Terms and Conditions and the tariffs or terms and conditions of a common carrier or a third party provider, the tariffs or terms and conditions of the common carrier or third party provider shall prevail unless they clearly provide the Company's Terms and Conditions are to prevail. If Customer is not provided a copy of applicable policies, terms or conditions of a common carrier or a third party provider in connection with services provided by a common carrier or third party provider, Customer may contact Company's principal business office during ordinary business hours for a copy or to be advised where a copy may be obtained.

10. Inspection, Testing and Adjustment.

Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether these Terms and Conditions are being complied with in the installation, operation or maintenance of the Customer provided equipment or the Company's facilities or equipment. Company may interrupt Services for routine tests, inspections and maintenance without liability for credit allowances for interruption of the Services. Company may interrupt Services at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these Terms and Conditions, Acceptable Use Policy, or provisions of an applicable Service Agreement by Customer.

11. Credit Allowances for Interruption of Service.

11.1 Credit allowances for interruptions of Services which are not due to the Company's inspection or testing, to the negligence or misconduct of the Customer, or to the failure of, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in these Terms and Conditions. Credit allowances for interruptions of services provided by a third party must be addressed with the third party.

11.2 It shall be the obligation of the Customer to notify the Company immediately of any interruption in Services for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

11.3. In the event it is determined by the Company, in its sole discretion, that a credit is appropriate, the Customer shall be credited at the rate of 1/30th of the monthly charge for the Services affected for each day that the interruption continues. For purposes of credit computation, every month shall be considered to have 30 days and shall be calculated using the following credit formula: Credit = A/30 x B where A is the outage time in days and B is the total monthly charge for the affected service.

12. Cancellation by the Customer.

The Customer may have Services provided by the Company discontinued upon written or verbal notice to the Company. The Company shall hold the Customer responsible for all applicable charges and the payment of all bills for Service furnished until the cancellation date specified by the Customer, until the date that the verbal or written cancellation notice is received or through the applicable billing cycle, whichever is later. Services provided by a third party may be cancelled in accordance with the requirements of the third party. All leased indoor equipment must be returned to Nunn Telephone Company at the time of service disconnect, or there will be a charge of up to $200.00.

13. Discontinuance of Service.

13.1 Upon nonpayment of any sum that is more than 30 days overdue to the Company, or any violation of any provisions governing the furnishing of Services subject to these Terms and Conditions or under an applicable Service Agreement, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of the Services. The Customer shall be deemed to have canceled the Services as of the date of disconnection and shall be liable for any cancellation charges set forth in these Terms and Conditions or in the rates published by the Company.

13.2 Services may be discontinued by the Company, without notice to the Customer and without credit allowances, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes such as Calling Card codes, when the Company deems it necessary to take such action to prevent unlawful use of the Services. The

Company will restore Services as soon as they can be provided without undue risk.

13.3 Without incurring any liability, the Company may discontinue the furnishing of Services to a Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, network, or Services.

13.4 Discontinuance of Services by the Company does not relieve the Customer of any obligations to pay the Company for charges due and owing for Services furnished up to the time of discontinuance.

13.5 The Customer, whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of Services in the same manner as provided for nonpayment of overdue charges.

13.6 The remedies set forth in these Terms and Conditions shall not be exclusive and the Company shall at all times be entitled to all rights available to it under an applicable Service Agreement and under either law or equity.

13.7 All leased indoor equipment must be returned to Nunn Telephone Company at the time of service disconnect, or there will be a charge of up to $200.00.

14. Restoration of Service.

If Services have been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, the Services shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. After the past due balance is paid, there will be a reconnect fee of $19.50.

15. Use of Recording Devices.

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with all applicable laws.

16. Special Customer Arrangements.

For special equipment and arrangements furnished due to the Customer's request in connection with the provision of Services, charges equivalent to the actual cost of furnishing the requested equipment or arrangements may apply. Actual cost includes, but is not limited to, an estimate of the cost of maintenance; cost of operation; depreciation based on the estimated useful life of the facilities with an appropriate allowance for estimated net salvage; administration, taxes and uncollectible revenue on the basis or reasonable average charges for these items; any other specific items of expense associated with the particular situation; and a reasonable amount, computed on the estimated cost installed of any facilities provided for return and contingencies. Actual cost installed as mentioned above includes, but is not limited to, cost of equipment and materials specifically provided or used plus the estimated cost of installing, including engineering, labor supervision, transportation, rights of way and other items which are chargeable to the capital accounts.

17. Liability of the Company.

THE FOLLOWING PROVISIONS STATE LIMITATIONS OF THE COMPANY'S LIABILITY.

17.1 The Company will strive to provide continuous Services to the Customer; however, the Company may temporarily interrupt or reduce Services if the Company determines that such interruption or reduction is necessary or desirable in case of system emergencies, or in order to install equipment, make repairs to, make replacements within, make investigations and inspections of, or perform other maintenance work on, the Company's facilities or system or Company Equipment. *Except as stated in subsection 17.2, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in these Terms and Conditions.* These Terms and Conditions do not limit the liability of the Company for willful misconduct.

17.2 *The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, maintaining, or changing the Services or facilities or equipment shall not exceed an amount equal to the charges applicable under these Terms and Conditions, an applicable Service Agreement or in rates published by the Company (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs. However, any mistakes, omissions, interruptions, delays, errors, or defects in transmission or Services which are caused by, or contributed to, by the negligence or willful act of the Customer, or which arise from the use of Customer Provided Equipment or equipment provided by any third party, shall not result in the imposition of any liability whatsoever upon the Company.*

17.3 *The Company shall not be liable for any act, omission or negligence of any Local Exchange Carrier, Other Common Carrier, or other provider whose facilities are used concurrently in furnishing any portion of the Services received by the Customer, or for the unavailability of, or any delays in, the furnishing of any services or facilities which are provided by any Local Exchange Carrier.*

17.4 *The Company shall not be liable for any claim, loss, expense, or damage due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; Acts of God; atmospheric conditions or other phenomena of nature, such as*

radiation; any law, regulation, directive, order or request of the United States Government, or any other government including state and local governments having any jurisdiction over the Company or the services provided hereunder; national emergencies; pandemics or epidemics; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

17.5 *The Company shall not be liable for any act or omission of any other entity furnishing to the Customer services, facilities or equipment used with the Services furnished by the Company; nor shall the Company be liable for any damages or losses due in whole, or in part, to the fault or negligence of the Customer or due in whole or in part to the failure of Customer Provided Equipment or Customer provided facilities.*

17.6 *The Customer shall indemnify, defend and hold harmless the Company including the costs of reasonable attorney's fees against:*

17.6.1 *Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;*

17.6.2 *Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and*

17.6.3 *All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.*

17.7 *Under no circumstances whatsoever, shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special, consequential, or exemplary damages or lost profits.*

18. Disclaimer of Warranties.

The Company makes no warranties, express or implied, with respect to Services or equipment, including any implied warranty of merchantability or fitness for a particular purpose. The Customer acknowledges that all equipment utilized by the Customer has been determined solely by the Customer to be suitable for its purpose and the Company has made no representation or warranty with respect to the suitability or durability of the equipment. This Agreement does not deprive the Customer of any rights the Customer may have against any manufacturer of the equipment. The Customer's sole recourse shall be against the manufacturer if equipment fails to operate to the Customer's satisfaction, or if any other damage is claimed.

19. Company as Agent.

Where any of the Services are furnished by a third party provider through the Company's Services or their availability to the Customer is facilitated by the Company, the Company shall be construed and deemed to be only an agent for the third party provider and the Customer's relationship shall be, unless otherwise clearly stated, a direct relationship with the third party provider.

20. Other Terms and Conditions.

20.1 A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

20.2 If an entity other than the Company (e.g., another carrier or a supplier), imposes charges on the Company in connection with a service, that entity's charges may at the Company's option, be passed through to the Customer.

20.3 All members of the Company shall be subject to applicable provisions of the Company's Articles of Incorporation and Bylaws which shall be deemed to be part of any contract between the Company and a member who is a Customer.

21. Dispute Resolution.

In the event that a legal dispute arises between the Company and the Customer, the parties shall submit the dispute to binding arbitration as provided in accordance with the rules and procedures of the American Arbitration Association unless a specific Service Agreement regarding specific Services involved in the dispute provides otherwise.

22. Complete Agreement.

The Customer agrees that an applicable Service Agreement or other agreement, if any, these Terms and Conditions (including materials referenced in them), the Company's Articles of Incorporation and Bylaws, where applicable, and the Company's published rates make up the complete and exclusive agreement between the Customer and the Company with respect to particular Services covered by them and that they, taken together, supersedes any proposal or prior agreement, oral or written. The Customer acknowledges that no Company employee or agent is authorized to make any representation or warranty with respect to any agreement between the Customer and the Company except as is provided in those materials. If the Company waives or fails to uphold or enforce any provision of any of those materials, it shall not be construed as a waiver of any other provision or as a waiver

of a violation by the Customer of the same provision on a different occasion.

23. Notices.

Except as otherwise specifically provided in these Terms and Conditions, any notices to be given to the Customer in connection with any agreement between the Customer and the Company shall be sufficient if given in writing (i) personally, (ii) by United States mail to Customer at the billing address on file with the Company, or by email to Customer at a Customer email address on file with the Company. Notice to the Company shall be given to it in the same manner at its principal business office or at its email address on the Company's website.

SECTION II – TELEPHONE SERVICES

1. Telephone Numbers.

1.1. 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 ventral office designation, or both, as is necessary in the conduct of its business or subject to any porting requirements.

1.2. When services are discontinued, telephone numbers will be held from use (aged) according to industry standards before reassignment.

2. Telephone Directories.

The Company provides listing information to a third party that publishes and distributes directories and publishes and distributes telephone directories to its customers.

The Company will normally publish and distribute a directory periodically containing the serving exchange listings for each Central Office Access Line without charge. Additional directories may be furnished at the discretion of the Company. Directories containing listings for other areas may be provided at a nominal charge. Directories are furnished to customers as an aid in the use of the telephone service. The Company reserves the right to charge for directories issued in replacement of directories.

Where services are provided through a local resale/shared use supplier, the Company shall provide the resale/shared use supplier a directory in accordance with these Terms and Conditions. The local resale/shared use supplier shall be responsible for providing local exchange telephone directories to its customers or users.

3. Directory Listings.

Customer's name, address, phone number and any other information listed on this Agreement is certified as correct by the customer, and it is understood and agreed the Customer's white page directory listing will appear using that information. It is Customer's sole responsibility to inform the Company in writing of any change in the information, including telephone number and address, at least 90 days prior to the local telephone directory issue date, which will be provided to the Customer upon request. The Company assumes no liability for any errors in the listing and Customer releases the Company from any damages for any error in the directory listing.

Directory listings remain the property of the Company and are not to be reproduced without the permission of the Company. The following options are available to customers regarding the alphabetic section of the white pages of the telephone directory for business or residence customers.

3.1 **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.

3.1.1 Listings will be limited to such information as is necessary for proper identification.

3.1.2 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.

3.1.3 the Company may refuse to insert any listing which, in its judgment, does not facilitate the use of the directory.

3.2 **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.

3.3 **An Alternate call listing** refers a calling party to certain other telephone numbers such as after business hours, on Sundays, holidays, or if there is no answer on the first listed number. Where the alternate call number is that of another customer, the listing will be furnished only with written approval of the other customer.

3.4 **A Foreign or nonsubscriber listing** is furnished to customers requesting that their listing be included in a directory of an exchange other than that from which service is rendered. The rate for a foreign company listing will be the rate of the company in whose directory the listing appears.

3.5 **Unlisted Service** indicated the customer listing is omitted from the directory but otherwise posted on the directory assistance

records and the telephone number will be given out upon request.

3.6 **Non-Published service** is the omission of a customer's listing from both the telephone directory and directory assistance records.

3.6.1 When private 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.

3.6.2 No charge will apply for private service for customers having other listed services.

3.7 The charge for additional, alternate, or private listings is effective the day the directory assistance record is posted.

4. Local Telephone Service.

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for local telephone service. Local telephone services as listed on www.nunntel.com shall be provided to the Customer upon the Company's approval of the Customer's application for Service. The General Terms and Conditions described in Section I above shall apply to local telephone service.

5. Long Distance and International Services.

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for long distance and international calling services. By entering into a specific Service Agreement or another agreement for long distance or international services or by using long distance or international services provided by or offered through the Company, the Customer agrees to be bound by these additional terms and conditions.

5.1 Designation of Carrier.

The Customer shall have the right to designate the carrier, including the Company, through which long distance telephone communications are to be carried subject to availability and subject to applicable governmental regulations. Available carriers will include those which provide long distance service in the geographic area in which the Company supplies Services and which are accessible by the Company pursuant to applicable arrangements between the Company and the carrier. Different Interlata and Intralata carriers may be designated by the Customer.

5.2 Changes in Customer Designation.

The Company shall change the Customer's designated long distance carrier upon written notification from the Customer. The Company will endeavor to make or accept no changes to the Customer's designated long distance services carrier without written notification from the Customer. The Company is aware of practices in the telecommunications industry, such as those characterized as "slamming," where a customer's long distance carrier may be changed without the Customer's actual knowledge or consent. The Company will seek to guard against these practices. The Company cannot, however, guarantee that changes may not occur without the Customer's authorization if the Company reasonably believes it has received proper authorization.

5.3 No Responsibility for Long Distance Carrier; Limitation of Liability.

The Company shall have no responsibility or liability for any acts or omissions of any kind of a long distance carrier, other than the Company, which provides or seeks to provide services to a Customer. The Company's sole responsibility with respect to long distance services provided by another carrier shall be to provide Access Coordination to the long distance carrier's services and equipment and, where applicable, to provide billing services to the long distance carrier. **All limitations of liabilities and disclaimers of the Company contained in the General Terms and Conditions shall be applicable with respect to the Company's providing or facilitating the provision of long distance Services to the Customer.**

5.4 Billing for Long Distance Service.

Where the Company has made arrangements for charges for long distance services provided by another carrier to be included in the Company's billings, long distance charges will be included in the Company's billing statements as a service provided by the Company to the other carrier except if the Company is directed otherwise by the other carrier or the Customer. The Company shall in no way be responsible or liable for any errors in charges of other carriers which are included in the Company's billings except for errors made directly by the Company.

5.5 Unlisted/Non-published Customers.

For unlisted and non-published Customers, the Customer's BNA (billing name and address) will be disclosed to other TSPs (Telecommunications Service Providers) for billing and collection purposes, and for additional non-marketing purposes, including verification of service orders, identification of Customers who have moved, fraud prevention and equal access compliance purposes, unless the Customer affirmatively requests in writing that the Customer's BNA not be disclosed. If

the Customer requests that the BNA not be disclosed, the Customer will not be able to place third number, local telephone company calling card calls or receive collect calls on the Customer's telephone.

5.6 Customer Responsibility.

If a customer is connecting new service, disconnecting service, changing the designated long distance carrier from any long distance company or the Company, the Customer will be required to contact the long distance carrier directly. The Company will not assume responsibility for failure of the Customer to contact the long distance carrier.

5.7 Long Distance Carrier Conditions.

All long distance services shall be subject to the terms and conditions for the services which are required by the long distance carrier.

5.8 International Calling.

International services provided by or through the Company will be subject to the General Terms and Conditions stated above, the additional terms and conditions for long distance services, and the rates contained in the Company's rate schedules.

6. Calling Features.

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for voice mail services and other calling features.

6.1 Voice Mail. It is possible that in the use of voice mail or other calling features such as call waiting, messages may be lost or may not be retrievable. The Company shall have no responsibility or liability with respect to any messages which are lost or cannot be retrieved in the voice mail system.

6.1.1 From time to time, the voice mail system may not be in operation because of equipment failures or maintenance work being conducted on the system.

6.1.2 The Company may offer one or more voice mail plans for selection by the Customer. Plans may be modified or terminated at any time by the Company. Information regarding plans which are available and rates for them can be obtained at the Company's website or the business office during normal business hours.

6.2 Local Operator Services

6.2.1 Customers can access local operator services by dialing "0" (0 minus) for assistance in placing a call.

6.2.2 Local calls may be completed or billed with live or mechanical assistance by a third party under contract with the Company.

6.2.3 Calls may be billed collect to the called party, to an authorized third-party ;number, or to the originating line. Local calls may be placed on a station0to0station basis or to a specified party (Person-to-Person), or designated alternate.

6.2.4 The following operator assisted calls are exempt from operator surcharges:

- Calls to designated Company numbers for official Company business.
- Emergency calls to authorized civil agencies.
- Operator dialed calls to re-establish a call which has been interrupted due to a service failure; to establish a call where Company service problems prevent completion; or to complete a call for a calling party who identifies that they are unable to call due to a disability.

6.3 Local Directory Assistance

6.3.1 Customers can access local directory assistance by dialing "411" for assistance in determining a telephone number.

6.3.2 A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.
- In some cases, it may be possible to have the call completed without further dialing by the customer. An additional charge may be applied when call completion is authorized by the customer.

6.4 Toll Blocking Service

6.4.1 Toll blocking service provides denial of outgoing 0+ and 1+ long distance calls for central office Access Lines or Trunks.

6.4.2 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.

6.4.3 Incoming calls are not restricted.

6.4.4 Toll blocking is available to Lifeline customers without charge.

6.5 Information Service Access Blocking

6.5.1 Information Service Access Blocking enables customers with individual line service to request the blocking of access to all 900 and 976 numbers.

6.5.2 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 reblocking will be subject to all applicable charges.

6.6 Billed Number Screening Service

6.6.1 Billed Number Screening Service places the customer's number in an industry database to prevent the bilking of collect calls, third number calls or both to a customer's telephone number.

6.6.2 The Company makes no guarantee and assumes no liability for the accuracy of Billed Number Screening Service. The customer agrees fully and completely to indemnify and save harmless the Company from any and every claim, loss, damage, suit, or liability out of the furnishing or failure to furnish Billed Number Screening Service.

SECTION III - MISCELLANEOUS SERVICES

1. Off Premise Extensions.

1.1 Service includes capability for extending standard Access Line service between premises.

1.2 Connections made between buildings on same Premises, may be made using customer owned wiring in accordance with connection standards as detailed in Part 1 of these terms and conditions and within the operational limits of the Company's network.

1.3 Where offered, Connections between separate premises will e made by installing separate Basic Telephone Services at each location and arranging them to work as a single service.

1.4 The Company may require a customer acknowledgement regarding the information it is able to deliver related to any 911 call location information.

2. Emergency Number Service. (911, E911 and NG911)

2.1 The Company provides basic, enhanced, and next generation 9-1-1 Services in accordance with applicable state and federal law and regulations. The Company also collects a 9-1-1 surcharge from local service subscribers in an amount and as required under state law and regulations.

2.2 When applicable, the Federal Communications Commission (FCC0 requires that the Company inform subscribers about certain differences between IP-enabled 9-1-1 emergency calling services and traditional wireline or wireless 9-1-1 emergency calling services. The FCC also required the Company to obtain and keep a record on file showing that subscribers to IP Services have been provided notice of and understand the differences and limitations on IP911 Service. Prior to installing or connecting any IP Services, the Company will provide the customer with an IP Technology 911 Disclosure for the customer's review and acknowledgement. If a customer does not acknowledge the disclosure promptly, the Company may be required by FCC rules to suspend service until a reply is received.

2.3 Unless otherwise identified in writing, the Company has determined your 911 address to be one and the same as your Service Address potion of your records. Verification of this address will ensure emergency personnel are directed to the correct location when dispatched.

3. Other Service Offerings.

The FCC required the Company to provide N11 services for 3-digit dialing access to information services. The current list is provided below.

211 Health and Human Services – Community Information and Referral Services
311 Non-Emergency Police and Other Governmental Services
411 Local Directory Assistance
511 Traffic and Transportation Information
611 Repair Service

711 Telecommunications Relay Service (TRS)
811 One Call – Buried Utility Services Locating
911 Emergency
988 National Suicide Hotline

4. Lifeline Assistance.

4.1 The Lifeline Assistance (Lifeline) program, established by the Federal Communications Commission under 47 CFR 54, is a means of maintaining ad preserving universal service by providing a reduction in the recurring price of basic local residential exchange access service, or fixed or mobile broadband service that meets minimum service standards to qualifying low-income residential subscribers.

4.2 Lifeline is a federally funded reduction of the Federal End User Common Line Charge and a reduction of local service charges. The Federal Lifeline Credit shall be applied first to reduce the Federal End User Common Line Charge, if applicable, with any remaining federal credit to be applied to reduce rates for residential service or fixed or mobile fixed broadband service that meets minimum service standards.

4.3 Federal Universal Service Charge (FUSC) will not be billed to Lifeline customers.

4.4 Local service for Lifeline subscribers may not be disconnected for non-payment of toll charges.

4.4.1 Toll Restriction Service will be provided to Lifeline subscribers at no charge.

4.4.2 Lifeline subscribers are not required to accept Toll Restriction Service as a condition to avoid disconnection of local service for non-payment of toll.

4.4.3 Partial payments from Lifeline subscribers will be applied first to local service charges and then to toll charges.

4.5 **Eligibility**. Lifeline will be provided for one (1) telephone line per household or one subscription to fixed or mobile broadband service that meets minimum service standards, at the subscriber's principal place of residence, to those individuals who meet the eligibility requirements. Lifeline assistance is not transferable.

4.5.1 The applicant has income at or below 135 percent of the Federal Poverty Guidelines or participates in one of the following programs:

- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Veterans Pension or Survivor Benefit Program
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (FPHA)

4.5.2 Individuals who do not qualify under any of the above but live on or near a federally recognized reservation may qualify if the applicant received benefits from at least one of the following programs:

- Bureau of Indian Affairs (BIA) General Assistance
- Tribal Temporary Assistance for Needy Families (TANF)
- Tribal Head Start (only households that meet the income qualifying standard)
- Food Distribution Program on Indian Reservations (FFPIR)

4.5.3 The applicant signs a document certifying under penalty of Perjury that the applicant receives benefits from one of the other programs listed and identifying the program or programs from which that consumer receives benefits.

4.5.4 The applicant signs a document agreeing to notify the Company if that consumer ceases to participate in the program or programs. When the Company is notified by the customer that the customer no longer participates in one of the above programs, the federal credits to that customer's monthly charges shall cease beginning with the start of the billing cycle beginning in the month after the month in which notification is received.

4.6 **Eligibility Revocation**. If the Company discovers that conditions exist that disqualify the recipient of Lifeline Assistance, the support will be discontinued. The customer will be billed retroactively wo whichever is the most recent of the dates Lifeline assistance commenced or the recipient no longer qualified for the service not to exceed 12 months. Consumers who willfully make false statements to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.

SECTION IV - INTERNET SERVICES

LICENSE

In connection with Internet Services, Company grants Customer a non-exclusive, non- transferable, limited license to access the Internet through Company's network together with a non-exclusive license to use Company's Software (as defined below) and accompanying

documentation on the terms and conditions set forth in the General Terms and Conditions, the following terms and conditions, Company's Acceptable Use Policy, and any other agreements between Company and Customer relating to Internet Service.

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for Internet Services. By an Internet Services agreement or, using the Internet access offered by or through the Company, the Customer is agreeing to be bound by these Terms and Conditions.

1. Company's Responsibilities.

   The Company agrees to:

   1.1 provide Customers with Internet Services as described in the Internet services agreement and these Terms and Conditions;

   1.2 take steps to protect Customers' privacy; and

   1.3 inform the Customer of the legal conditions that apply to Customer use of Internet Service.

2. Customer's Use and Responsibilities.

   2.1 Customer may: use the Software only with the Internet Services offered by Company in conjunction with the distribution of the Software and Documentation of Company's Internet service with which the Software is bundled; use the Software on any single computer; use the Software on a second computer so long as the first and second computers are not used simultaneously; or copy the Software for archival purposes, provided any copy contains all the original Software proprietary notices.

   2.2 Customer agrees to:

      2.2.1 meet Company's requirements regarding eligibility, payment, and Customer email I.D.;

      2.2.2 preserve Company's rights and the rights of others; and

      2.2.3 follow Company's Acceptable Use Policy and guidelines as well as observe appropriate etiquette when using Internet Service.

   2.3 Customer is responsible for all use of Customer's account(s) and confidentiality of password(s). Company will suspend or change access upon notification that Customer's password has been stolen, lost or otherwise possibly compromised. Company is not responsible for Customer's personal files residing online on Company's owned and controlled computers or those of Third Party Providers. Customer will be responsible for independent backup of Customer's data stored online.

   2.4 If the subscriber is less than 18 years of age, the application must be signed and the terms for use of Company's Internet Service agreed to by a parent or legal guardian, who is responsible for all charges related to the use of the subscriber's account(s).

3. Cancellation.

   If Company cancels Customer's account or terminates Customer's Internet agreement for any reason, Customer agrees not to re-register for Internet service without the Company's written permission. Customer agrees that Customer's re-registration for Internet service following the suspension or cancellation of Customer's account by Company without receiving written permission from Company will result in a charge to Customer's account of up to $500 as well as termination of Customer's account. All leased indoor equipment must be returned to Nunn Telephone Company at the time of service disconnect, or there will be a charge of up to $200.00.

4. Internet Services.

   The Company is providing High Speed Internet via Fiber to the Home (FTTH).

   4.1 Fiber Internet will be provided according to current rates and service offerings. A description of network performance characteristics is available on Company's website at https://nunntel.com/policies-and-terms/.

   4.2 Internet accounts may not be used for automated, unsupervised use of the Internet or simultaneous connections by multiple people without prior arrangements being made specifically with the Company. Accounts may not be kept connected with a keep-alive of any sort, such as setting an email program to check mail periodically unattended. Company may disconnect connection after extended periods of inactivity or unauthorized use. In order to assist Company in balancing user loads, Company reserves the right to manage maximum session length and terminate sessions that exceed the maximum length even if Customer is actively using the connection.

   4.3 Company reserves the right to modify charges and service types at any time.

   4.4 From time to time, the Company may develop and offer other types of services and additional variations of service. In that case, the Customer will be notified of options which could be applicable to the Customer.

   4.5 Dedicated accounts will be provided to Customers on an individual case basis to be determined between the Company and

the Customer.

5. Customer Service.

5.1 Questions regarding Internet Services including improper use of a customer's account or desires to update registration information should be directed to the Company's customer service department (Customer Service) by:

5.1.1 Calling (970) 897-2200

5.1.2 Sending the Company a message by facsimile at (970) 897-2727

5.1.3 Sending the Company an email at customerservice@ezlink.com

5.1.4 Using the links which may be made available on the Company Internet Home Page

5.2 In addition, the Customer may cancel Internet Service by calling (970) 897-2200 or following any other instructions that may be posted on the Customer Internet Home Page.

6. Company's Online Privacy Policy.

6.1 As a customer of Internet Service, Customers give the Company information that the Company uses to conduct its daily business. With the Company's Online Privacy Policy, the Company wants to assure its customers that the Company keeps Customer-identifiable information as confidential as possible.

6.2 In addition to information which identifies Customers of Internet Service ("Customer Identifying Information"), the Company recognizes that concerns over privacy, especially with the growth of online services, has been increasing. The Company will take reasonable steps to protect the privacy of Customer Identifying Information and to cause Third Parties Contributors to Services to do the same. The Company will not sell, trade or otherwise disclose to third parties any Customer Identifying Information unless legally required to do so. The Company will not access information provided by a customer in the course of using Internet Service except as provided in these Terms and Conditions or by an applicable Service Agreement.

7. Requirements Regarding Eligibility.

7.1 Eligibility. Customers may obtain Internet Service by furnishing to the Company an application and registration form. Internet Service Customers must be at least eighteen (18) years old, although a parent or guardian who is, and agrees to be, responsible for all charges and take full responsibility for the account of a person under the age of eighteen (18) may establish an account for use by a person under the age of eighteen (18) but over the age of thirteen (13). The Customer must apply and register using the Customer's own name. Please see here for more information on Children's Online Privacy Protection Act.

7.2 Email I.D. During the application and registration process, the Customer may be asked to enter the name or number the Customer wants as his or her email I.D. Company reserves the right to deny a customer-requested email I.D. in its sole discretion for any reason. If the email I.D. chosen is already in use, or if the Company cannot accept it for any other reason, the Customer will be asked to enter another, change it, or the Company will assign and email I.D. to the Customer.

8. Charges and Billing.

8.1 The Customer must pay all charges related to the account and provide all equipment, including computer hardware and software, necessary to connect to and use Internet Service. All charges for Fiber Internet access will be according to rates and prices which are applicable at the time the Customer uses Internet Service or in the case of dedicated accounts at the rates and prices agreed to by the Company and the Customer with respect to the account.

8.2 Assistance Programs. For more information on these programs, refer to our website on the Resources page at https://nunntel.com/resources/.

8.2.1 The Lifeline Assistance Program, established by the Federal Communications Commission under 47 CFR 54, is a means of maintaining and preserving universal service by providing a reduction in the recurring price of basic local residential exchange access service, or fixed or mobile broadband service that meets minimum service standards to qualifying low-income residential subscribers.

8.2.2 The Affordable Connectivity Program (ACP), established by Congress in the Infrastructure Investment and Jobs Act (IIJA) in conjunction with rules adopted by the Federal Communications Commission, is designed to make broadband service and connected devices available to eligible low-income households at affordable prices. For more information on whether a broadband service customer qualifies for ACP participation, refer to https://acpbenefit.org/.

8.3 Charges at the date of invoice will include the current month's access fee, the next month's other recurring charges, and additional usage charges incurred during the prior month, if any. Charges will also include any other amounts which are payable by the Customer in connection with Customer's use of Internet Service. The Customer's first bill will be prorated

according to the days of service left in Customer billing period with the Company. Charges will begin from the date the Customer's registration for Internet Service is effective subject to any promotional discounts which the Company may from time to time offer.

8.4 Customer also agrees to pay an assessment of $250.00 for flagrant disregard of the Company's Acceptable Use Policy or acceptable use policies of a third party provider through which the Company utilizes to provide Internet Services to the Customer as those policies may be modified from time to time. It is at the Company's or third party provider's sole discretion what constitutes flagrant disregard of allowable use by a customer.

8.5 The Customer is solely responsible for any local or long distance phone charges accrued in connecting to Internet Service. The Company is not responsible for any phone charges including those unintentionally incurred by a customer for any reason.

8.6 If it is necessary to contact the Company from outside the Company's toll free area, the call will not be free.

8.7 If the Company changes the Customer's pricing plan, the Company will notify the Customer at least thirty (30) days in advance and allow the Customer to retain the old plan for at least one more billing cycle.

9. Web Service.

9.1 Company provides personal web space to Internet customers. Company includes web service in its enhanced packages and hosts commercial web pages for a fee. In all cases, the web pages reside on Company's computer equipment or the equipment of Third Party Providers, giving Company some ethical responsibility for the content of such pages. Company will handle potentially inappropriate web pages on a case- by-case basis. Examples of inappropriate information include downloadable virus code and obscene materials.

9.2 Personal web space provided under any residential service may not be used for commercial purposes, including an attempt to sell a product or service. Only web space provided under non-residential services accounts may be used for commercial activity.

9.3 Domain name service is available as an optional service. Customer is responsible for domain name registration with Company or another domain name registry and for any fees charged by the registry. Company charges a setup fee for adding Customer's registered name on Company's domain name server or a Third Party Provider's server. See Company Rate Schedule for current fees.

9.4 Company grants customer a non-exclusive, non-transferable, limited license to store documents on a Company Internet World Wide Web server, and to use the server at burst bandwidth speeds up to Company's full capacity. Company will bill for usage in accordance with rate and prices published online at the time of use.

10. Customer's Risk; No Warranty and Limitation of Liability.

THE CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE OF INTERNET SERVICE AND OF CUSTOMER'S ACCOUNT. THE COMPANY IS NOT RESPONSIBLE FOR (1) CUSTOMER'S PERSONAL FILES RESIDING ON LINE ON COMPANY OWNED AND CONTROLLED COMPUTERS OR COMPUTERS OR EQUIPMENT OF COMMON CARRIERS OR THIRD PARTY PROVIDERS, (2) CUSTOMER'S INABILITY OR FAILURE TO PERFORM RESEARCH OR RELATED WORK OR TO WORK PROPERLY OR COMPLETELY, OR (3) FAILURE OF ANY COMMUNICATIONS SYSTEMS OR DEVICES. **COMPANY, COMMON CARRIERS AND THIRD PARTY PROVIDERS ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE OR COST (INCLUDING LOST PROFITS OR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES) CUSTOMER OR ANYONE ELSE USING CUSTOMER'S ACCOUNT MIGHT INCUR DUE TO USE OR INABILITY TO USE NUNN TELEPHONE COMPANY'S INTERNET SERVICE OR FOR ANY OTHER REASON.** IF CUSTOMER LIVES IN A STATE WHOSE LAWS PREVENT CUSTOMER FROM TAKING FULL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE OF THE NUNN TELEPHONE COMPANY INTERNET SERVICE, COMPANY'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY LAW. IN NO EVENT SHALL COMPANY'S LIABILITY OR THE LIABILITY OF THIRD PARTY CONTRIBUTORS TO SERVICE EXCEED (a) ACTUAL DAMAGES FOR INJURY TO PROPERTY OR PERSON CAUSED BY COMPANY'S NEGLIGENCE, OR (b) FOR ALL OTHER CLAIMS, ACTIONS OR DAMAGES PERMITTED UNDER THESE TERMS AND CONDITIONS OR ANY APPLICABLE SERVICE AGREEMENT, COMPANY'S SERVICE CHARGES DURING THE AFFECTED PERIOD.

10.1 CUSTOMER IS RESPONSIBLE FOR ALL USE OF THE CUSTOMER'S ACCOUNT AND CONFIDENTIALITY OF PASSWORD(S). COMPANY WILL SUSPEND OR CHANGE ACCESS UPON NOTIFICATION THAT CUSTOMER'S PASSWORD HAS BEEN STOLEN, LOST OR OTHERWISE POSSIBLY COMPROMISED.

10.2 CUSTOMER WILL BE RESPONSIBLE FOR ALL ACCESS TO AND USE OF INTERNET SERVICE BY CUSTOMER'S FAMILY MEMBERS, THE CUSTOMER'S PERSONNEL OR OTHERS WHO ACCESS THE SERVICE THROUGH CUSTOMER OR CUSTOMER'S EQUIPMENT, WHETHER OR NOT CUSTOMER HAD KNOWLEDGE OF OR AUTHORIZED THE ACCESS OR USE.

11. Customer Obligation for Protection.

There is a wide variety and quantity of information available through the Internet using the Nunn Telephone Company's Internet Service. Neither Company nor Third Party Contributors to Service have control over most of what is accessible through the Service. Customer is *solely* responsible for protecting Customer from harmful or inaccurate information.

12. Company's Rights and the Rights of Others.

The Internet Service enables Customer to contribute to and gain from a wealth of materials available on the Internet. Some of these are owned by Company and others are owned by third parties. It is important that everyone's rights be preserved. For this reason, Customer must:

12.1 print and download material from the Internet Service for Customer's *own non-commercial purposes* only unless permission has been granted by the provider of the material for other uses;

12.2 *limit the number of copies* Customer makes of Internet Service-related materials;

12.3 *not alter* any aspect of the Internet Service;

12.4 *comply with the terms and conditions* of third parties who provide Customer with materials, including Software; and

12.5 not deliberately or accidentally *export the Software* to countries to which the U.S. prohibits export.

13. Allowable Use and Internet Etiquette.

For the Internet Service to be useful to all Customers, it is important that certain guidelines be followed for the use of the Internet Service. It is not the intention of Company to control or monitor Customer's online communication, but Company does reserve the right to edit or remove material of which Company becomes aware and which it determines may be harmful, offensive, illegal or otherwise in violation of Company's policies. Violations of Company's policies may also be a basis for suspending or terminating Customer's account with the Internet Service. The statements and guidelines which follow are applicable to all aspects of the Internet Service, including email, news groups, chat rooms, and web pages. Company may change the statements and guidelines at any time. The Customer will be informed of the changes in a manner provided in these Terms and Conditions or an applicable Internet Service Agreement.

13.1 Our Acceptable Use Policy (AUP), on our website at www.nunntel.com, is intended to enhance the use of the internet by preventing unacceptable use of any service NTC provides. All Users, Licensees and/or Resellers of NTC Internet Services and their Users are bound by this policy from the publication of this notice on the websites of NTC.

13.2 Customers may register for multiple Internet Service accounts.

13.3 Company does not tolerate infringement of copyrighted material. Company will handle complaints regarding copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA). For more information about Company's DMCA Policy, or to file a Notice of copyright infringement, see Company's DMCA Policy located on Company's website at https://nunntel.com/policies-and-terms/.

14. Unauthorized Use of Account.

14.1 Company will strongly react to any use or attempted use of an Internet Service account or computer without the owner's authorization. These types of attempts include "social engineering" (tricking other people into releasing their passwords), password cracking, security hole scanning, denial-of-service attacks (ping- flooding, sending packets with an illegal or improper packet size, UDP flooding, half-open connection flooding) and the like.

14.2 Incidents of harassment or abusive use of email will be dealt with on a case-by-case basis with consultation being conducted with all parties involved.

14.3 Any unauthorized use of accounts or computers by a customer, whether or not the attacked account or computer belongs to Company or Customer, will result in action against the attacker. Possible actions include warnings, account suspension or cancellation, and legal action, according to the seriousness of the attack.

15. General Statements Regarding the Internet.

15.1 Company recognizes that the legal status of the Internet has not yet been resolved totally or satisfactorily, either through legislation or court precedent. Company believes the First Amendment rights of free speech; freedom of the press and freedom of association apply to the Internet to the same degree as they do to print media and that any attempt to infringe upon those rights is not legitimate. There are, however, restrictions where Company or Third Party Providers are required to make determinations regarding the legality and propriety of material placed on the Internet Service or use of the Internet Service. In making those determinations, Company for its part will endeavor to be guided by appropriate legal principles.

15.2 Electronic mail passes through multiple mail servers on the Internet as it passes from source to destination. Privacy can never be guaranteed from every possible mail server. Users seeking total privacy should use some encryption scheme to

render messages unreadable by eavesdroppers. Company places a high value on privacy and will only examine users' mail when absolutely required, for example when troubleshooting email delivery problems, when presented with complaints regarding unauthorized or illegal email, spamming and other improper use of email services, or being presented with a search warrant for the information.

16. Limitations on Resource Usage.

The Company reserves the right to impose limits on the total amount of data storage space and other resources available for Customer use on Company operated computers, network facilities, or Third Party Provider networks. Limits will be established from time to time for the accounts with email service.

17. Ownership and License.

17.1 All aspects of the Internet Service (except portions owned by Third Party Providers who contribute to the Internet Service) are copyrighted as a collective work under U.S. copyright laws and are owned by the Company – including Company trademarks, service marks and logos.

17.2 Company also has, and Customer grants it, a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sublicense, to use in any way any ideas or materials Customer submits, to Company or the Internet Service.

17.3 Trademarks, service marks, and logos owned by third parties remain the property of those third parties.

18. Copies of Software.

Unless Customer has the express written consent of the copyright owner, Customer is limited to making one machine readable copy, one backup copy, and one print copy of any Company-provided materials available from Company or copies permitted by a Third Party Provider under the Third Party Provider's terms and conditions.

19. Software Export.

19.1 The words "export" and "re-export" mean transferring or releasing the Software to another country or to a national of another country. **The Software is a not-for-export product.** None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported:

19.1.1 into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Yugoslavia, Iran, Syria or any country to which the United States has embargoed goods; or

19.1.2 to anyone on the U.S. Treasury Department's list of Specially Designated nationals or the U.S. Commerce Department's Table of Denial Orders.

19.2 By downloading or using the Software, the Customer represents and warrants to the Company that the Customer is a U.S. citizen, U.S. resident alien, or Canadian citizen and the Customer is agreeing to the foregoing and is representing and warranting that Customer is not located in, under the control of, or a national or resident of any such country or on any such list.

SECTION V - EMERGENCY RESPONSE SERVICES

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for emergency response services.

1. Services Provided.

The Company will provide emergency response services as described in specific information included with the equipment utilized in the provision of the Services, in a specific emergency response Service Agreement, or in separate publications of the Company. The emergency response services provided will be limited to the Services described in those materials.

2. Applicable Regulations.

Emergency response services provided by the Company will be subject to all applicable governmental regulations related to them, including Rule 1(A) of the Rules Prescribing the Provision of Emergency Reporting Service for Emergency Telecommunications Services Providers and Telephone Utilities found in the Code of Colorado Regulations, 4 CCR 723-29.

3. Limitation to Service Area.

The Company does not undertake to provide transmission facilities or 911 or E911 (Enhanced 911) Services outside the primary geographic area served by the Company from its central exchange.

4. Limitations on Service Provided.

4.1 Emergency response services are provided as a convenience to the Company's Customers. The Company will not undertake the inspection or constant monitoring of equipment or facilities to discover errors or malfunctions in the service. Emergency

response service will not be provided if the Customer's local service has been discontinued or suspended.

4.2 The Customer shall provide the local E911 provider with detailed information related to multi-location private branch exchanges ("PBX") and single customer PBX's operating within the Customer's premises or otherwise connection to the Company's telecommunication service to the Customer.

5. Limitations Based on Customer Responsibility.

The Company will have no responsibility or liability whatsoever with respect to the failure of any emergency response service which is caused by a customer's failure to install or utilize the service properly or is caused by a defect in the equipment provided for emergency response service. Any Customer who is aware that emergency response service is not working properly shall promptly notify the Company.

6. **Limitation of Liability.**

If notwithstanding any other limitation of liability, the Company is held liable for personal injury, death or property damage, the Company's liability for any personal injury to, or death of, any person, or for any loss or damage of or to any property owned by a Customer, a third party provider of equipment or facilities utilized in emergency response services arising from interruptions, defects, failures or malfunctions of emergency response services will be limited to an amount not to exceed an amount equivalent to the pro-rated charges for the Service while the Service was fully or partially inoperative. All limitations of liabilities and disclaimers of the Company contained in the General Terms and Conditions shall also be applicable with respect to the Company's provision or facilitating the availability of emergency response service to the Customer.

7. Unlisted/Non-published Customers.

For an unlisted and non-published Customer, the Customer's BNA (billing name and address) will be disclosed to those persons who are required to receive the information by, and subject to, applicable governmental regulations or in order for emergency response services to be provided to that Customer. Any persons receiving BNA will be required to comply with all applicable governmental regulations relating to the protection of confidential information and non-disclosure provisions with respect to the BNA.

8. Transfer of Warranty.

To the extent it is appropriate and available, the Company shall transfer and assign to the Customer the applicable manufacturer's warranties for equipment provided in connection with the emergency response service. However, in no way shall the transfer or assignment of a manufacturer's warranty extend, change, modify or in any other manner alter the warranties provided by the Company, if any, or limitations on such warranties as provided in connection with the provision of the equipment.

SECTION VI - INSIDE WIRING SERVICE

In addition to the General Terms and Conditions set forth in Section I herein, the following additional terms and conditions shall be applicable to any and all agreements by and between the Company and the Customer for inside wiring services for both cable and telephone wiring ("Inside Wiring Services").

1. Services Provided.

The Company will provide, directly or through a third party, Inside Wiring Services for the purposes of installing, maintaining or repairing fiber or telephone wiring as determined by the Company or other wiring services as described in specific inside wire maintenance terms and conditions provided to the Customer, or in separate publications of the Company. The Inside Wiring Services provided will be limited to the services described in those materials. Any inside wire maintenance services for either telephone or fiber wiring will only include services from the Nunn Telephone Company demarcation point outside of the Customer's premises into and through the Customer's premises. Typically, the demarcation point is the first access point on Nunn Telephone Company's telephone drop wire from an alley or road near the premises, but the demarcation could be located elsewhere and will be determined solely by Nunn Telephone Company.

1.1 The Company provides a monthly maintenance and repair plan whereby Customers may pay a small monthly service charge to receive general maintenance and repair of the Customer's inside and telephone wiring with minimal, or no additional charge, except a small monthly charge under Nunn Telephone Company's Inside Wire Maintenance Plan, subject to the limitations of these Terms and Conditions and any other limitations that may be included in a specific telecom wiring service agreement. For services that are provided outside of the maintenance plan, there will be hourly fees for technician service and a premise visit charge.

1.2 The Company also provides on a contract basis, full installation, maintenance and repair of telecom wiring systems with charges and fees to be determined according to the individual project.

2. Access.

The Customer shall provide to the Company or its agent's access to the Customer's property as is reasonable, necessary and appropriate to provide the Services contemplated.

3. Billing for Telecom Wiring Service.

Where the Company has provided, directly or indirectly, telecom or cable wiring services, the applicable charges may be included in the Company's regular billing statement. The Customer may also enter into an Inside Wire Maintenance Plan and will be charged a monthly fee for such service. The Company shall in no way be responsible or liable for any errors in charges from third party providers of telecom wiring services which may be included in the Company's billing except for errors made directly by the Company.

4. **Limitation of Liability.**

All limitations of liabilities and disclaimers of the Company contained in the General Terms and Conditions shall be applicable with respect to the Company's providing or facilitating telecom services to the Customer. Additional limitations of liability may be found in the Company's Inside Wire Maintenance Terms and Conditions.

5. Transfer of Warranty.

To the extent it is appropriate and available, the Company shall transfer and assign to the Customer the applicable manufacturer's warranties for equipment provided in connection with the telecom wiring service. However, in no way shall the transfer or assignment of a manufacturer's warranty extend, change, modify or in any other manner alter the warranties provided by the Company, if any, or limitations on such warranties as provided in connection with the provision of the equipment.

SECTION VII - RATES

Rates for the various services provided by the Company can be found at its website at www.nunntel.com or a copy can be obtained at the Company's business office during normal business hours. Access and use of a service represents acceptance of the rates set forth in the Company's Rate Schedule. The Company will provide its customers with advance notification of changes in the Rate Schedule through either a bill insert or direct mail and on its website.