



Maquoketa Valley
Electric Cooperative



109 N. Huber Street • Anamosa, Iowa 52205 • 800-927-6068 • MVlink.coop

Terms and Conditions of Service

By signing this agreement and the installation work order for fiber optic services, including but not limited to high speed data or phone (individually and collectively "Service(s)") provided by MAQUOKETA VALLEY ELECTRIC COOPERATIVE, (hereinafter, Cooperative) you (hereinafter, Customer) acknowledge that you are at least 18 years of age and legally authorized to agree to the following terms and conditions of service:

1. **TERMS AND CONDITIONS OF SERVICE AND BILLING PROCEDURES.** The items listed below outline the terms and conditions of service, billing procedures and relationship between the Customer and Cooperative regarding the provision of the Cooperative's selected Services. Customer agrees to be bound by all the terms and conditions contained herein. Customer's signature hereon evidences the agreement and certifies acknowledgement of receipt of the "installation packet", which includes, among other things important customer information.
2. **SUBSCRIPTION AND PAYMENT TERMS.** Customer is subscribing to Services set forth in the service order. Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Customer agrees to pay for all Services provided by Cooperative including but not limited to charges for installation and equipment.
3. **MY BROADBAND ACCOUNT.** Customer is required to complete the My Broadband Account registration process following the in-home installation. Cooperative does not send a paper bill. **All monthly bills will be distributed and available through My Broadband Account and email billing.** Customers are encouraged to use the automatic payment program to ensure regular and timely delivery of monthly payments.
4. **LATE/OTHER CHARGES.** Customer understands that Cooperative may impose an administrative late fee ("Late Fee") for each month's charges not paid when due. The Late Fee is intended to be a reasonable advance estimate of costs to manage past due accounts. Some examples of costs incurred to manage past due accounts include the additional expense associated with preparing additional bill statements, processing Customer's service records, mailing additional notices, tracking past due accounts, responding to inquiries regarding past due balances, making collection telephone calls, performing special procedures to process past due payments, generating service orders and performing necessary field work to collect past due accounts. Cooperative does not extend credit to Customers and the Late Fee is not interest, a credit service charge or a finance charge. If Service is disconnected, Cooperative may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including any Late Fee, before service is restored. If Customer check is returned for insufficient funds, Cooperative may impose a service charge up to \$30.00. If Customer has not paid amounts due within 30 days of the due date, and Cooperative uses the services of a collection agency and/or attorney to collect amounts due, Customer agrees to pay to Cooperative, in addition to other amounts due, all reasonable agency and attorney fees that are incurred, including without limitation, court costs.
5. **OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** "Equipment" includes all Equipment installed in or on Customer premises by Cooperative including, without limitation, optional network units and wiring. This equipment and other Cooperative property and facilities (Equipment) delivered to Customer and/or installed on the premises to receive the Service shall remain the sole and exclusive property of Cooperative. Customer assumes the risk of loss, theft or damage to all Equipment at all times prior to the removal of the units by Cooperative or return of the units by Customer. Customer agrees to pay any Equipment lease charges associated with the Service. Upon termination of service for any reason, Customer agrees to immediately return all Equipment in similar operating condition as when received (reasonable wear and tear excepted), directly to Cooperative within 10 days of the termination. In the event that the Equipment is destroyed, damaged, lost or stolen, or not returned to Cooperative for any reason within 10 days of termination, including fire, flooding, storm or other incident beyond Customer's control, Customer shall be liable to Cooperative for the full replacement cost of any unreturned or damaged Equipment.

Customer understands and agrees that any deposit account may be used to offset the cost of any unreturned or damaged Equipment. Further, Customer understands and agrees that Cooperative may charge the credit card on file at termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
6. **TAMPERING/MISUSE/LOST/STOLEN.** Customer shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from premises and used in another location. Customer is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Customer possession, Customer shall be liable for the cost of repair or replacement of the Equipment.
7. **TERMINATION OF SERVICE BY CUSTOMER.** Customer may terminate Service by providing Cooperative at least seven (7) days advance notice. Customer may terminate Service in person at the Cooperative's office or by telephone. Account holders are liable for all Services rendered by Cooperative up to the time the account has been de-activated and all Equipment has been returned. Further, Customer understands and agrees that Cooperative may charge the credit card on file at termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
8. **THEFT OF SERVICE.** The receipt of Services without authorization is a crime. Customer understands that the law prohibits willful damage, alteration or destruction of Equipment. Customer can be subject to both civil and criminal penalties for such conduct. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from Cooperative.
9. **TERMINATION OF SERVICE BY COOPERATIVE.** Cooperative will give Customer ten (10) days' prior written notice of a disconnection of all or part of Service, except if the disconnection is requested by Customer. Once bill is forty-five (45) days' past due, Cooperative may disconnect Service. Upon termination for any reason, the Cooperative may charge additional fees on any unpaid balance. Customer understands and agrees that any deposit account may be used to offset any outstanding balance and/or the cost of any unreturned or damaged Equipment. Further, Customer understands and agrees that Cooperative may charge credit card on file at termination of Service in the amount of any outstanding balance and/or for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
10. **CHANGES IN SERVICE/CHARGES.** Cooperative may change Services and charges, including deleting Services. Cooperative will give Customer thirty (30) days' prior written notice of increases or other changes in charges or Services in conformity with applicable law.
11. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Service shall only be provided at the address where Cooperative installation is performed. Customer may not transfer Customer's rights or obligation to the Service to any successor tenant or occupant or to any other address without Cooperative's prior written consent.
12. **SERVICE AND REPAIRS.** Cooperative will make reasonable efforts to maintain its system and respond to service calls in a timely manner. Cooperative will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is Customer's sole responsibility and Customer must pay Cooperative for the cost of repair or replacement.
13. **ACCESS ON PREMISES.** By executing this document, Customer hereby grants to Cooperative a license to enter premises to construct, install, maintain, inspect and/or replace all Equipment necessary to provide Services. If Customer is not the owner of the premises, Customer warrants that he/she has authority to grant such a license to Cooperative or that Customer has obtained the consent from the owner

of the premises for Cooperative to make the installation and maintenance contemplated by this service order. Furthermore, as the owner/tenant of the premises at which the Services are provided, Customer will upon request grant to Cooperative a perpetual easement without charge on and through premises to construct, install, maintain, inspect and/or replace all Equipment necessary to provide these Services to Customer and others.

- 14. COMPLIANCE WITH AGREEMENT.** Cooperative reserves the right to suspend performance or terminate Service for the breach of any of these terms and conditions or Cooperative's policies related to the Services.
- 15. PRIOR ACCOUNTS.** Customer warrants that no monies are owing to Cooperative from previous accounts with Cooperative. If Cooperative finds a prior account with Customer with monies owed to Cooperative, then Cooperative may apply any funds received to that prior account.
- 16. AMENDMENT.** We may amend these terms and conditions on a prospective basis, upon reasonable prior written notifications to Customer.
- 17. CUSTOMER WARRANTIES.** Customer represents and warrants that he/she is at least 18 years of age and is legally authorized to execute this document. Customer warrants that he/she is legally empowered to authorize Cooperative to enter upon the premises for the purposes set forth in this document, including but not limited to: (a) placing fiber optic transmission lines near or adjacent to the current locations of other utilities on the property, and if necessary, to install an above ground pedestal on the premises; (b) attaching wiring and equipment to a structure; and (c) installing, maintaining, repairing, or disconnecting Service.
- 18. WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** COOPERATIVE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. Cooperative DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. a.) Cooperative makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Service furnished hereunder. b.) Limitation of Liability. Cooperative shall not be liable to Customer for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Service or any acts or omission associated therewith, including any acts or omissions by subcontractors of Cooperative, or relating to any services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails. c.) Customer Exclusive Remedy. Cooperative's entire liability and Customer's exclusive remedy with respect to the use of the Services or any breach by Cooperative of any obligation Cooperative may have under these Terms and Conditions shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall Cooperative's liability to Customer for any claim arising out of this document exceed the amount paid by Customer during the preceding thirty (30) day period.
- 19. CUSTOMER INDEMNIFICATION.** CUSTOMER IS RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS COOPERATIVE AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE COOPERATIVE FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY COOPERATIVE IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) CUSTOMER USE OF THE SERVICE OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM CUSTOMER'S USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) CUSTOMER'S BREACH OF ANY PROVISION OF THIS DOCUMENT.
- 20. SERVICE INTERRUPTIONS.** Cooperative assumes no liability for interruption of Service or alterations in programming due to circumstances beyond its control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. However, credit adjustments will be determined on a case by case basis.
- 21. VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY.** Customer understands and acknowledges that access to Cooperative's Phone service or the Service may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including but not limited to, the following: (i) COOPERATIVE'S NETWORK OR FACILITIES ARE NOT OPERATING (ii) IF BROADBAND CONNECTION IS LOST; (iii) CUSTOMER IS EXPERIENCING A POWER OUTAGE (iv) ELECTRICAL POWER TO THE MODEM IS INTERRUPTED; and (v) IF CUSTOMER FAILED TO PROVIDE A PROPER SERVICE ADDRESS OR MOVED THE SERVICE TO A DIFFERENT ADDRESS. Customer understands and acknowledges that in order for 911/E911 calls to be properly directed, Cooperative must have current service address and if Service is moved to a different address without Cooperative's approval, 911/E911 calls may be directed to the wrong emergency authority, may transmit the incorrect location address for responding or the Cooperative's Phone service (including 911/E911) may fail altogether. Customer is required to notify Cooperative of any change of address of the voice enabled advanced modem for E911 calling service to work properly. Customer agrees that, to the maximum extent allowed by law, Cooperative shall have no liability for any damages caused, directly or indirectly, by Customer's inability to access the Services, including the Cooperative's Phone Service and 911/E911 services. Customer agrees to defend, indemnify, and hold harmless Cooperative, its officers, directors, employees, affiliates and agents and any others who furnish services in connection with this document or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer account relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Customer or any third person or party or user of the Service to be able to dial 911 or to access emergency service personnel.
- 22. INTERNET ACCESS SPEEDS.** The internet access speeds quoted are the maximum rates by which downstream Internet access data may be transferred between Cooperative's facilities and the network interface device at Customer's premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer's modem receives and sends Internet access data through the public internet as such speeds are impacted by many factors beyond Cooperative's control. Actual internet speeds vary due to many factors including the capacity or performance of Customer's computer or modem and its configuration, wiring and any wireless configuration, destination and traffic on the Internet, internal network or other factors at the internet site with which Customer is communicating, congestion on the network and the general speed of the public internet. The actual speed may affect Customer's on-line experience including ability to view streaming video and speed of downloads. Except as otherwise provided by law, Cooperative reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service customers.
- 23. INTERNET USE.** Customer understands that use of Service is subject to Cooperative's Acceptable Use Policy, as may be amended from time to time, which can be found at www.MVlink.coop, or may be requested by contacting Cooperative. Customer assumes all responsibility and liability for the security of information on Customer's personal devices, and information Customer transmits or receives through the Services. Cooperative has no responsibility and disclaims any liability for the security of any information on Customer's personal devices, or the security or accuracy of any information or data transmitted or received through the Services. Cooperative has no responsibility and disclaims any liability for unauthorized access by third persons to Customer's personal devices, files, or data or any loss or destruction of files or data.

BY EXECUTING BELOW, YOU AGREE WITH ALL TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT.

SIGNATURE: _____

TECHNICIAN SIGNATURE: _____

PRINT NAME: _____

TECHNICIAN # _____

DATE: _____

THIS IS A LEGAL AGREEMENT. PLEASE RETAIN AND STORE THIS AND ALL ACCOMPANYING DOCUMENTS WITH YOUR OTHER IMPORTANT PAPERS