



BARRY ELECTRIC COOPERATIVE, INC AND BARRY TECHNOLOGY SERVICES, LLC SUBSCRIBER AGREEMENT

This is your Subscriber Agreement ("Agreement") with Barry Technology Services, LLC and Barry Electric Cooperative, Inc, (hereinafter referred to as "goBEC", "we", "us", "our").

This Agreement sets forth the terms and conditions under which you the Applicant (hereinafter referred to as "Applicant or you") will be provided goBEC Fiber Network Video, Internet and/or and Phone Services (collectively referred to as "Service" or "Services"). Phone and Internet Services may be referred to as "Fiber to the Home". All reference to Phone or Internet Services apply to both wired and wireless platforms.

WHEN YOU APPLY FOR SERVICE, OR PAY FOR THE SERVICES, YOU AGREE TO THE TERMS, AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ANY CHANGES IN THE TERMS AND CONDITIONS WHICH AS MAY BE CHANGED PURSUANT TO THIS AGREEMENT. PRICES CHARGED TO YOU WILL BE THE POSTED CHARGES FOR SERVICES AS DESCRIBED IN THIS AGREEMENT AND WHICH MAY BE CHANGED FROM TIME TO TIME AS DESCRIBED IN THIS AGREEMENT.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES:

1. **Installation Fees and Deposits.** Installation fees for each level of service and deposits on goBEC Equipment (as defined below) are payable in advance, at the time of, or prior to, activation of the Services or intstallation of goBec equipment at your service location.

2. Billing and Payment.

(a) **Charges.** You agree to pay the charges for the Services provided to you under this agreement, including but not limited to installation charges, monthly service charges, charges for service calls and charges for the use of goBEC provided equipment. The charges will be made to you according to the pricing schedules which are published on www.goBEC.net. These charges may change from time to time as described hereinafter. and you will be charged the rates which are in effect during the period of service.

(b) **Taxes and Fees.** You agree to pay all applicable federal, state, and local taxes (however designated) levied upon us and our affiliates in connection with the sale, installation, use of the Services and other fees that we are charged in connection with governmental charges such as universal service fees, 911/E911 surcharges, telecommunications relay service surcharges and franchise fees.

(c) **Changes In the Terms of Service and Rates.** goBEC may change the terms of this agreement and the fees and charges for Services from time to time. The effective date of the changes in the terms and the changes in rates will be 30 days after the changes in the terms of service or the new rates are posted on www.goBEC.net.

If you do not wish continue your Service after the changes in the Subscriber Agreement or to pay new rates, you may terminate your service by notifying us prior to the later after of 30 days after the new Subscriber Agreement terms and/or rates are posted. If you continue to use the Services after any change in this Agreement or change in rates you shall be deemed to have accepted the modification(s). If you terminate your Service(s) you will be entitled to a refund of any portion of any monthly Service fee which you have paid in advance less any amounts due us from you.

(e) **Payment by Credit Card.** If you provide a credit card number to us, you thereby authorize us to charge that credit card for all amounts payable by you to goBEC. goBEC will continue to charge your credit card to pay amounts due goBEC until you notify goBEC in writing that you are withdrawing this authorization. If goBEC does not receive payment from your credit card issuer or its agents, your service will be terminated for non-payment.

(f) **Late Fees.** There are no late fees. If your payment is not received by the end of business on the 25th of the month your Service for the upcoming month will be terminated. To get your Service turned back on, there will be a fee of \$25.00 for a single service reconnection or \$50.00 for multiple service reconnections.

(g) **Billing Errors.** Subject to applicable law, if you believe you have been billed any amount in error you must notify us of that error

within 60 days of the date on the bill. If you fail to notify us of the error within 60 days, any billing error claimed by you is deemed waived.

(h) **Credit Inquiries.** You authorize goBEC to make inquiries and to receive information about your credit experience from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes.

(i) **Returned Checks, Nonpayment, and Collection.** You agree that goBEC may electronically debit your account for both the face amount of your check, and a returned check fee of \$25, if your check is returned unpaid. In the event of nonpayment, goBEC reserves the right to disconnect your Services at any time, with or without notice. You agree that if goBEC incurs collection or other legal costs as a result of nonpayment, you will be responsible to pay all past due amounts, any returned check fees, collection, attorneys' fees, and court costs. Further, in order to resume Service, you must pay the past due charges in full in addition to a reconnect fee and one month's Service charge in advance.

3. **Type of Service.** You agree to use the Service for the purpose (either residential or commercial) you have described in your application.

4. **No Resale.** You agree that you are buying the Services for your own use and that you will not resell or permit another to resell the Services.

5. **Legal Purposes.** You agree to use goBEC Equipment and Services only for legal and appropriate purposes.

6. **goBEC Equipment, Software and Marks.**

(a) **Equipment.** You acknowledge that the equipment leased to you including converters, remote control units, external cabling and power cords provided or installed with any IPTV Video Services, and any ONT modem or MTA installed along with your Internet or goBEC Phone Services, including all associated software. (Collectively referred to as the "goBEC Equipment") is for your exclusive use during your subscription and remains the property of goBEC.

You agree that you will not allow the goBEC Equipment to be serviced by anyone other than goBEC employees or its agents and you will not relocate goBEC Equipment outside your service address. If your service address changes, we may at your requests relocate the goBEC Equipment to a new service address in our service area. You will be responsible for the charges incurred for the relocation of your service.

Upon request goBEC will provide you with information concerning service availability at a new service address and the estimated cost of installing service at your new service address. If you or goBEC terminate your Service, then you will contact goBEC and make arrangements for goBEC employees or agents to pick up goBEC's equipment within 10 business days of the termination of your service.

You agree that you will protect goBEC's equipment and keep the same from being damaged by misuse, weather damage, damage by pets or animals. If goBEC's equipment is damaged you are responsible for replacement cost and/or repair of the equipment.

Upon termination you agree to return goBEC's equipment in good condition excepting normal wear and tear within ten calendar days. goBEC employees or agents will pickup the equipment during normal business hours at your Service location. If you do not make arrangements for the return of the equipment within 10 business days or it is damaged, lost, stolen, or destroyed, you will be responsible for the replacement cost of the equipment.

You will be responsible for any collection fees, attorney's fees and court costs incurred by goBEC to recover amounts due from you.

(b) **goBEC Firmware and Software.** The goBEC Equipment, including any firmware or software embedded in the goBEC Equipment or used to provide the Services, are protected by trademark, copyright, and other intellectual property laws and international treaty provisions.

You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. This license will commence upon your acceptance of the Services and will terminate immediately upon the termination of the Services for any reason.

goBEC and its licensors retain all rights and interests in and to any such firmware or software. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the goBEC Equipment or used to provide the Services. You expressly agree that you will use the goBEC Equipment only and exclusively in connection our Services. You shall not reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

You may not use goBEC Services through an interface device not provided by goBEC without the express written consent of goBEC.

(c) **Export laws.** You expressly agree to comply with all applicable export and re-export laws, including but not limited to the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the

Services in any way that violates any provision of these laws or their implementing regulations.

(d) **Protection of goBEC Information and Marks.** All goBEC Services information, documents, and materials on our websites are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of goBEC are and shall remain the exclusive property of goBEC, Barry Technology, LLC and Barry Electric Cooperative, Inc. Nothing in this Agreement shall grant you the right or license to use any of the same.

7. **Unauthorized Use of goBEC Equipment or Services.** Unauthorized use of goBEC Equipment or Services constitutes a violation of federal and state law and a breach of this Agreement. You will be liable for all unauthorized use of the Services and for any and all stolen Services. You agree to notify us immediately in writing or by calling our customer service line during normal business hours if you become aware that the goBEC Equipment or Services have been or are being stolen or used without your authorization. If you fail to notify us in a timely manner, goBEC reserves the right to terminate your Services.

8. **Maintenance of Customer Equipment.** goBEC shall not maintain or service your or third party's computers, DVD's, stereos, appliances, televisions, fax machines or other equipment. goBEC is not responsible for any damages to your equipment including any software, data, photo or other information used in, transmitted, stored or received by any of the equipment.

9. **Service and Maintenance Procedures.** In the event of a problem with your Service or goBEC equipment, you agree to contact goBEC customer service at 417-847-3278. If you call outside of normal business hours, please leave a complete message including your name, address, work and home contact number(s) and a description of the problem. Depending on the nature of the problem, we may need to schedule an appointment for our Service Technician to visit your service address. We will not charge for service calls if goBEC Equipment or Services caused the problem. You agree to allow a goBEC employees or agents to inspect, repair or replace our equipment or wiring, both inside and outside the service address.

In the event that goBEC determines that the problem was caused by customer's equipment, customer's negligence or intentional act; customer's software; customer-installed wiring or hardware; or pet or domestic animal then goBEC may charge for its service call and any repairs or replacement equipment.

goBEC reserves the right not to replace the equipment or Service, if a condition exists that will result in further damage to goBEC equipment until the condition is corrected.

10. **LIMITATION OF LIABILITY; INDEMNIFICATION; NO IMPLIED WARRANTIES**

(a) **NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE: THE GOODS AND SERVICES PROVIDED ARE PROVIDED WITHOUT AN IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN LIEU OF SAID WARRANTY OF MERCHANTABILITY AND WARRANTY FOR A PARTICULAR PURPOSE BARRY TECHNOLOGY SERVICES, LLC d/b/a goBEC and BARRY ELECTRIC COOPERATIVE INC. PROVIDES THE FOLLOWING EXPRESS WARRANTY WHICH IS YOUR SOLE AND EXCLUSIVE REMEDY.**

EXPRESS WARRANTY: goBEC WARRANTS THAT IF THERE IS A SERVICE INTERRUPTION CAUSED BY NO FAULT OF YOU, MEMBERS OF YOUR HOUSEHOLD OR GUESTS, THEN goBEC WILL NOT CHARGE YOU FOR THE PERIOD EXCEEDING 24 HOURS IN THE BILLING CYCLE YOU DID NOT HAVE SERVICE. THE CREDIT WILL BE PRORATED ON A DAILY BASIS WITH A MONTH BEING 30 DAYS AND WILL BE CREDITED AGAINST YOUR NEXT MONTHS BILL. TO RECEIVE A CREDIT, YOU MUST REQUEST IT WITHIN 30 DAYS OF THE FAILURE. THE FOREGOING IS YOUR SOLE REMEDY FOR A SERVICE INTERRUPTION.

(b) **Not Liable For Loss of Business, Profits or Other loss:** You understand and by using the Services you have requested, you acknowledge from time to time there may be disruptions of Service caused by: technical failures, equipment failures, software failures, weather, negligence of goBEC employees, contractors, agents, and third parties. You agree as a condition of you receiving Service that goBEC, Barry Technology Services, LLC and Barry Electric Cooperative, Inc. shall not be liable for any loss of: business, goodwill, business reputation, revenues, profits or increased costs or expenses that you or any person utilizing your Service experience. Your sole remedy is the credit as provided in subparagraph (a) above.

(c) **Limitations on goBEC's Liability for Third Parties.** Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide portions of the Services, including without limitation their Services, equipment, and infrastructure ("Service Providers"). goBEC is not responsible for the performance or non-performance of third-party Services, equipment, or infrastructure, whether or not they constitute components of its Services. Limitations of liability set forth apply to any acts, omissions, and negligence of the goBEC, Third parties and their Service Providers which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.

(d) **Unauthorized Representation.** goBEC shall not be bound by any undertaking, representation, or warranty made by an agent or employee of goBEC or our Service Providers in connection with the installation, maintenance, or provision of the Services, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement.

(e) **Customer's Indemnification of goBEC.** Except as otherwise expressly set forth in this agreement, you agree to defend, indemnify, and hold the goBEC parties and its service providers, harmless from claims or damages relating to or arising out of your breach of this agreement by you or any person authorized by you to use the Services and goBEC equipment, including but not limited to any claims or damages arising out of. Postings made using your internet Services, defamation, copyright infringement, trademark infringement or other proprietary right infringement.

(f) **Security Systems.** Certain security systems may not be compatible with our Services. It is your responsibility to insure your security system is compatible and properly operating using our Services. You agree that goBEC shall not be responsible for any loss arising from failure of your security systems in conjunction with our Services. Further, you agree to identify and hold goBEC nameless for all claims arising from sudden failure including all expenses included by goBEC related to the defense of any such claims.

(g) **Service Interruptions Due to Technical Malfunctions and Force Majeure Events.** You understand and acknowledge that there may be interruptions of the Services due to acts of God, war, weather, power failures, equipment failures, or other similar events beyond the control of goBEC. None of the goBEC parties or their Service providers shall have any liability, including as set forth in this section, for interruptions of service due to circumstances beyond their control, or for claims or damages arising from such interruptions. Except for provisioning the goBEC equipment and Services are provided "as is," without warranty of any kind, including the warranties of merchantability or fitness for a particular purpose.

(h) **Customer's Sole Remedies.** Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. If any of the above limits are found invalid, the liability of the goBEC and their Service Providers is limited to the extent allowed by law.

11. **goBEC's Access to Customer(s) Premises.** From time to time, goBEC may need to enter the premises at service address in order to install, maintain, inspect, repair and remove the goBEC Equipment or Services. Accordingly, you authorize goBEC and its employees, agents, contractors, and representatives to enter the Premises as necessary, at a time agreeable to you and us. You warrant either that you are the owner of the Premises, or if you are not the owner, that you have authority to allow us access to the Premises. If you are not the owner of the Premises, you will provide us with the owner's name, address, phone number; goBEC will do the initial installation only after it has received verbal consent from the property owner. In the event that goBEC is required to seek legal action to recover equipment, you will be responsible for attorney's fees, court fees, litigation expenses. If service interruption is extended, due to our inability to gain access to the premise, you may be charged for the Services for that additional time.

12. **Security Deposits.** You agree that we may require a Security Deposit as a condition of service at any time.

13. **Pricing and Payment Terms.** Pricing for the Services will be posted on our website www.goBEC.net. You agree goBEC may change the prices it charges for its Services and/or equipment 30 days after the first time the new charges are posted on www.goBEC.net. This agreement incorporates the rates as are posted on www.goBEC.net from time to time.

The Services and the Equipment is provided on a month to month basis billed as much as one month in advance. You may alter Services or Equipment utilized by notifying goBEC at least 10 business days prior to the requested change becoming effective. The new billing rate for your changed Service will be effective immediately.

14. **Privacy.** Your privacy interests, including your ability to limit disclosure of certain information to third parties, are safeguarded by provisions of the Cable Communication Policy Act of 1984, as amended, the Communications Act of 1934, as amended, and other state and federal laws. Your rights under the foregoing law, and goBEC's privacy practices, are described in the Subscriber Privacy Notice delivered to you and incorporated herein by reference. goBEC reserves the rights to change its privacy practices from time to time. If changes are made they will be posted on www.goBEC.com.

15. **VENUE AND JURISDICTION.** goBEC and you agree that all disputes shall be resolved in the Circuit Court of Barry County, Missouri. Neither party is entitled to sue the other in any other forum and you agree that venue is proper and will remain in Barry County, Missouri.

16. **No Relationship Between goBEC and Other Providers.** Nothing in this Agreement creates any joint venture, joint employer, franchisor-franchisee, employer-employee, or principal-agent relationship between goBEC and any providers of content, backbone, network, circuit, and other technology or communications; between goBEC and any software and other licensors; between goBEC and any hardware and equipment suppliers; or between goBEC and any other third-party providers of elements of the Services. Nothing in this Agreement shall be interpreted to impose upon goBEC and any such companies any obligations for any loss, debt, or other obligation of the other.

17. Termination

(a) **Term.** The term of this Agreement shall commence on the date you sign the application for service and shall continue thereafter until either you or goBEC terminate the Service under this Agreement. After termination your obligations to goBEC under this agreement for previous Services, damaged or lost equipment or other liability shall continue until they are completely satisfied; including attorney's fees and other costs of collection. The Services provided and the Equipment is provided on a month to month basis.

(b) **Termination by You.** You may terminate the Services at any time by notifying goBEC during normal business hours via the

contact information listed in Section 18(a) below. Your liability for service charges will continue until such notice is received and verified by goBEC.

(c) **Suspension and Termination by goBEC.** We may suspend your Services with no notice if you have failed to comply in full with any term of this Agreement, including your obligation to pay.

(d) **Your Obligations upon Suspension or Termination.** You agree that upon termination or suspension you will (i) immediately cease use of the Services and all goBEC Equipment; (ii) pay in full for any amount owed for Services and any damage or loss of goBEC Equipment and you will permit us and our employees, agents, contractors, and representatives to access the service address during regular business hours to remove the goBEC Equipment and other material provided by goBEC.

(e) **Reconnection.** If goBEC terminates your Service for nonpayment or other violation of this Agreement, you will be required to pay all overdue balances and other applicable charges to reconnect prior to being reconnected. A list of the applicable charges are published on the rates page of our website.

(f) **Deletion of Customer Information.** goBEC and its service providers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, data, files, or other Customer information that is stored on goBEC or its Service Providers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability to you or others for the loss or removal of any such voicemail, data, files, or other Customer information.

18. Miscellaneous

(a) **How to Contact Us.** For any inquiries or notices required in connection with this Agreement, you may contact us (i) via www.goBEC.net (ii) in writing at goBEC Fiber Network, PO Box 307, Cassville, MO 65625, or (iii) on our customer service line at 417-847-3278 during normal business hours.

(b) **How you will Receive Notices.** goBEC may deliver any communications to you by sending it to you via U.S. Mail at your billing address on record or delivering it by hand. The notice will be considered given, after it is deposited in the U.S. Mail to your billing address or hand-delivered to you. goBEC may notify you of changes to this Subscriber Agreement, Service fees or equipment charges by posting it on www.goBEC.org listed above or in a statement on your bill.

(c) **Entire Agreement.** This Agreement, your application and the current pricing lists and additional terms and the goBEC Subscriber Privacy Notice can be found at www.gobec.net (all of which are incorporated herein by reference). Those documents constitute the entire agreement of the parties for Services and equipment.

(d) **Acceptance of, Use of, or Payment for Services are Acceptance of Agreement.** When you apply or accept equipment or Services, you agree to the prices as published on the webpage and all the terms and conditions in this Agreement.

(e) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws rules. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable laws as nearly as possible to reflect the original intentions of the Parties as set forth herein, and the remainder of the Agreement shall remain in full force and effect. No waiver by either Party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.

(f) **Assignment.** goBEC may assign its rights and obligations under this Agreement, without notice, to (i) any affiliate of goBEC; (ii) to any party acquiring all or substantially all of the assets, of goBEC; or (iii) to any person or entity purchasing or otherwise acquiring the affiliated goBEC video system serving the Premises. You may not assign or transfer this Agreement without goBEC's prior written consent.

(g) **Survival of Limitations.** All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

(h) **goBEC Rights and Remedies.** Nothing contained in this Agreement shall be construed to limit goBEC's rights and remedies available at law or in equity.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO goBEC PHONE SERVICES

19. LIMITATIONS OF 911/E911 DIALING AND OTHER SERVICE

(a) **Limitations.** The Services includes the ability to place calls to emergency dispatch operators by dialing "911" ("911/E911") that may differ from 911/E911 functions furnished by traditional telephone service providers. As such, the 911/E911 Services may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS ON 911/E911. AND AGREE TO INFORM ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES OF THE "911" LIMITATIONS. If you have any questions about 911/E911, call goBEC customer service at 417-847-3278.

(b) **Correct Address.** In order for your 911/E911 calls to be properly directed to emergency Services, goBEC must have your correct service address. If you move the Services to a different address without goBEC approval, 911/E911 calls may be directed to the wrong emergency authority or may transmit the wrong address, or the Services (including 911/E911) may fail altogether.

You must notify goBEC customer service at 417-847-3278 at least ten business days before you move the Services to a new address. All changes in service address require goBEC's prior approval. You understand and acknowledge that goBEC will need ten business days to update your service address in the E911 system so that your 911/E911 calls can be properly directed.

(c) **Network Congestion or Failures.** Calls, including calls to 911/E911, may not be completed if there is a problem with network facilities, including network congestion, network equipment failure, or another technical problem.

(d) **Service Interruptions Caused by Power Failures.** goBEC Phone uses the electrical power from your service location. You understand and acknowledge that you may lose access to and use of the Services, including 911/E911, under certain circumstances, including but not limited to the following: (i) if our network or facilities are not operating; (ii) if electrical power to your Optical Network Terminal (ONT), is interrupted and such devices are not supported by a working battery backup. You also understand and acknowledge that the battery backup option that connects to the goBEC ONT (modem) may provide power for only a limited time, that the performance of the battery backup is not guaranteed, and that if the battery is exhausted, the Services will not function until normal power is restored. goBEC ONTs (modem) DO NOT INCLUDE A BATTERY BACKUP.

(e) **LIMITATION ON LIABILITY:** YOU ACKNOWLEDGE AND AGREE THAT goBEC AND ITS SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS goBEC AND ITS SERVICE PROVIDERS HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES) BY, YOU OR ANY THIRD PARTY USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911 SERVICES PROVIDED TO YOU IN CONNECTION WITH THE SERVICES.

20. **Acceptable Use.** Unless you subscribe to a plan that expressly permits otherwise, you agree to use the goBEC Phone Service only for personal and non-commercial purposes; however, you are permitted to use the goBEC Phone Services to make business calls that are incidental to your personal and non-commercial use of the goBEC Phone Service. You expressly agree not to use the Services for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal residential calling patterns. If we determine, in our sole discretion, that your goBEC Phone Services are being used for any of the aforementioned activities, we reserve the right to immediately and without notice to terminate or modify the Services.

21. **Per-call and Measured-call Charges.** Calling plans that all billed on a flat monthly fee basis do not include certain types of calls such as operator Services or international calls. These call types will instead be charged on a per-call or a measured basis. For billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); and ends when one of the parties disconnects the call. Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. However, some providers (e.g., those involved in calls to foreign countries) charge goBEC for a completed call when the called party's line rings or after a certain number of rings. In these situations, goBEC will charge for the call as if it were answered by the called party. Consult the pricing lists at www.gobec.net for information on per-call charges and measured-call charges.

22. **Rounding of Fractional Charges.** If the computed charge for a measured call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charge for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.

23. **Third-party Charges.** goBEC Phone Services may allow you to access "dial-up" Internet service providers, or other enhanced service providers e.g., information Services accessible through 800, 888, and 877 numbers. You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including all applicable taxes, are your sole responsibility. You are solely responsible for protecting the security of credit card information you may give out to others in connection with such transactions.

24. **Equipment.**

(a) **Handset and Wiring.** In order to use the goBEC Phone Services, you are required to provide certain Customer Equipment such as a phone handset or equivalent, phone inside wiring and outlets, and a powered electrical outlet. You may attach analog telephones to the ONT (modem) to use the Service. goBEC does not guarantee that you will also be able to attach telephones to the jacks within your premises to use the Service. You may request our assistance in attempting to enable such use and if you do so goBEC will charge applicable Service charges to do so.

(b) **Incompatible Equipment and Services.** You acknowledge and understand that the goBEC Phone Services may not support or be compatible with (i) certain non-voice communications equipment, including but not limited to alarm or security systems that make automatic phone calls; medical monitoring devices; certain fax machines; and certain "dial-up" modems; (ii) rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as answering machines and

traditional Caller ID units; (iii) casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling; (iv) 211, 311, or other x11 calling (other than 411, 511, 611, 711, and 911).

BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST THE GOBEC PARTIES AND THEIR SERVICE PROVIDERS, FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE goBEC EQUIPMENT, AND SERVICES. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH SECTION 19.

(c) **You Assume the Risk of High-Risk Activities.** The Services are not represented as fail-safe. They are not designed for use in situations where error-free or uninterrupted service is essential. You expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Services could lead to material injury to business, persons, property, or the environment.

(d) **No Tampering with or Relocation of Equipment.** You will not service, alter, modify, or tamper with goBEC Equipment or with the Services, or permit any other person not expressly authorized by goBEC to do so. You agree that the ONT (modem) and the Phone Services will only be used at your service address appearing in our records. You understand and acknowledge that if you attempt to install or use such equipment or the Phone Services at another location, the Services, including but not limited to 911/E911, may fail to function or may function improperly. If you move ONT (modem) or Services to another location without complying with Section 6, you do so in violation of this Agreement and at your own risk.

25. Transferring your Phone Number

(a) **Switching to goBEC from Another Provider.** If you are switching to our Service from another service provider, you may transfer your existing phone number to our Service, provided that (i) you request the phone number transfer when you place your order for our Service; (ii) your current service provider releases your existing phone number, without delay or charge; (iii) transfer of your existing phone number to our Services violate applicable law or our processes and procedures. If your ONT (modem) is set up before your phone number transfer becomes effective ("Port Effective Date"), you may be able to only make limited outgoing calls over the phone that you have connected to such equipment. In that event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able both to make and to receive calls using our Service; To avoid an interruption in your phone service, it is extremely important that you have the ONT (modem) installed on or before the Port Effective Date. Your existing phone service for the number you are transferring will be disconnected on the Port Effective Date; if your equipment is not yet activated, you will not have access to our Service. If you have questions about the timing of your Port Effective Date, please contact us.

(b) **Switching from goBEC to Another Provider.** To transfer your phone number from goBEC to another service provider, you must terminate the Phone Services and place the transfer order through your new service provider (and not through goBEC). goBEC will release your phone number to your new service provider, provided that (i) your new service provider requests the transfer upon termination of your account; (ii) your new service provider is willing to accept transfer of the phone number without delay or charge; and (iii) transfer of your existing phone number to the new service provider would not, in our view, violate applicable law or our processes and procedures.

26. **Regulatory Limitations.** You understand and acknowledge that the goBEC Phone Service may be subject to regulatory or tax treatment that differs from the regulatory or tax treatment applicable to traditional telephone service. This different treatment may limit or otherwise affect your rights of redress through federal or state regulatory authorities.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO goBEC BROADBAND INTERNET SERVICES

27. **General.** You are responsible for all Internet activity and bandwidth usage originating from the use of the Service at your service address. You agree to ensure that use at your Service address complies fully with this Agreement. You are solely responsible for protecting the confidentiality of your screen names, passwords, PINs, parental controls, and other security measures.

28. Equipment and Software

(a) **Monthly Charges.** The monthly charge for the Services will include (i) the service level you have requested; rental of IPTV Set Top Box (STB) and other goBEC Equipment, installed at the Service Address.

(b) **Installation.** goBEC or a goBEC Authorized contractor will install the goBEC Equipment.

29. Acceptable Use

(a) **Lawful Purposes Only.** You shall use the Internet Services for lawful purposes only. You shall not post or transmit through the Internet Services any material (including any message or series of messages) that violates or infringes on the rights of others (including copyright), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, or that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

(b) **No Resale.** You may not use the Service for operation as an ISP or the hosting of websites other than as expressly permitted under this agreement. You may not use any form of transmitter or Wide Area Network (WAN) that enables persons outside your service address to use the Services, without express written approval and approved application for Service that includes those Services.

(c) **Copyrighted Material.** The Services provide access to copyrighted material, trademarks and other proprietary information. Except as otherwise expressly permitted under copyright law, no copying, redistribution, publication or commercial exploitation of downloaded material is permitted without the consent of goBEC and/or, the third party copyright owner.

(d) **Postings.** You shall not upload post or otherwise make available on the Services any material protected by copyright, trademark or other proprietary right without the express permission of the owner.

(e) **Subscriber Lists.** You give goBEC consent to use, distribute, transfer, loan, or otherwise share with other persons or entities user lists which include you as well as aggregate information, so long as it is not contrary to any applicable law or goBEC's Subscriber Privacy Policy. Aggregate information includes demographic data, usage patterns, preferences, survey data, or other descriptive information which does not disclose the identity of any particular user. A copy of goBEC Subscriber Privacy Policy may be found at www.gobec.net.

(f) **Enforcement of Acceptable Use Restrictions.** The provisions of this Section 30 are for the benefit of the goBEC and its third party content or information service providers and licensors, and each shall have the right to assert and enforce these provisions directly on its own behalf.

(g) Additional Operating Policies and Conditions of Use:

(i) You shall not impersonate any person on the system or communicate under a false name or a name that you aren't entitled or authorized to use.

(ii) You shall not participate or use your Services in any way to make fraudulent offers of products, items or Services.

(iii) You shall not mass post the same message to any inappropriate on-line sites (junk e-mail, bombing or spamming).

(iv) You shall not post or e-mail scams such as "make-money-fast" schemes or pyramid or chain letters. Nor shall you engage in these activities using the service of another ISP while channeling such activities through the Services or using the Services as a mail drop for responses.

(v) You shall not use the Services to send unsolicited advertising, promotional material or other forms of unwanted solicitation, except in areas on-line specifically designated for such communications.

(vi) You shall not interfere with goBEC's ability to provide Services to others, including the use of excessive bandwidth, or interfering with other users' use of the Services.

(vii) You shall not knowingly transfer post or transmit files that contain viruses, worms, "Trojan Horses" or any other contaminating or destructive features.

(viii) You shall not export software or technical information in violation of United States export control laws.

(ix) You shall not perform any activity on the Services that constitutes a criminal offense.

(x) You shall not use the Services in any manner that threatens or causes damage to the goBEC's fiber network. (Examples include "spawning" dozens of processes and consuming excessive memory of CPU for long periods).

(xi) You shall not use any form of transmitter, router or wide area network that enables persons or entities outside your service address to use the Services, whether or not a fee is sought. If you use a wireless network or Wi-Fi within your service address, you must establish and use a secure password or similar means to limit wireless access to the Services to your service address.

(h) **Monitoring Measures.** goBEC reserves the right to monitor Customers' actions when deemed necessary to troubleshoot connectivity problems or determine if there is an abuse of the goBEC Internet system or violation of the Acceptable Use Policy.

(i) **Violations of Acceptable Use Restrictions.** Violations of this Section 29 may result in suspension or termination of Services.

(j) **Investigations.** In its sole discretion, goBEC may initiate an investigation and, in order to prevent further possible unauthorized activity, may suspend access to Service to the individual account in question. Confirmation of violations may result in termination of the individual account and, in cases of unlawful activity, referral to law enforcement.

(k) **Enforcement Disclaimer.** By publishing these acceptable use restrictions, goBEC is not assuming any obligation to any Customer or Third party to take any action related to these restrictions. goBEC expressly disclaims any liability to any Customer or Third party for any failure to: (i) monitor or investigate activity on our network, or (ii) enforce these restrictions.

goBEC complies with the Online Copyright Infringement Liability Limitation Act of 1998. 17 USC 512 ("Act"). As required by the Act, we have a policy that reserves our right to terminate Services to subscribers who repeatedly infringe copyrights. In the event that we receive a determination that any subscriber or account holder has infringed another's copyright through the use of our system or network, we reserve the right to terminate service to that subscriber after receiving notice of any further copyright infringement by that subscriber. goBEC accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

30. Tier. The Services are offered on a tiered basis. For Internet Service, each tier has limits on the maximum throughput rate at which Customers should expect to be able to send and receive data at any time. You must report any anomalous traffic to goBEC within 5 days. If such traffic is reported promptly and resulted from circumstances outside your control, such as a computer virus, spam attack, or a denial of service attack, goBEC may, at its discretion, confirm the source of the problem and deduct the bandwidth from your usage statistic. You agree that goBEC may use technical means, including but not limited to suspending or reducing the speed of your Services, to ensure quality of service to other customers or for other good cause, and that goBEC may at its option move you to a higher tier of Services (which may result in higher monthly charges). You agree that goBEC has the right to monitor your usage patterns to facilitate the provision of the Services and to ensure your compliance with this Agreement and any additional terms of use found at www.gobec.net. goBEC may take such steps as it determines appropriate in the event that your usage of the Services does not comply with this Agreement or any additional terms of use found at www.gobec.net

31. Service, Speeds and Availability. You understand and agree that the actual throughput rate you may experience at any time will vary based on numerous factors, including but not limited to the condition of wiring at your location, computer configurations, Internet and goBEC network congestion and management, the time of day at which the Service is used, and the website servers you access. You agree that any unavailability or impairment of these Services is not a basis for a demand for a refund or credit or any claim against goBEC. You agree to cooperate with goBEC in connection with any remote or on-site service level verification or troubleshooting.

32. Monitoring. goBEC shall have the right, but not the obligation, to monitor the content of the Services, including chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and any operating rules established by goBEC. goBEC shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the Service. Without limiting the foregoing, goBEC shall have the right to remove any material that goBEC finds to be in violation of the provisions hereof or any operating rules established by goBEC, or otherwise to be objectionable (including indecent or obscene words or material; obstructive or disruptive communications; epithets and the like). Under no circumstances, however, does goBEC undertake any obligation to review or determine the acceptability or accuracy of any Customer postings.

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO GOBEC VIDEO SERVICES

33. Programming Availability. Certain Services transmitted by us, including but not limited to some subscription Services, sporting events and broadcast network Services, may be blacked out in your area of reception. If you circumvent or attempt to circumvent any of these blackouts, you may be subject to legal action. You must be at least 18 years of age, or the applicable age of majority where you reside, in order to receive adult-oriented programming Services.

34. Equipment Used with Video Services

(a) **Set-Top Boxes.** TV receivers or videocassette recorders will not be able to receive channels offered on our system. Use of a set-top box available from goBEC will allow you to receive channels or networks offered on our system. If your service is received through a set-top box, you may not be able to use special features and functions on TVs and VCRs. For example, some set-top boxes may not be compatible with TV or VCR features that allow you to view a program on one channel while simultaneously recording a program on another channel; record two or more consecutive programs that appear on different channels; or use advanced picture generation and display features such as "Picture-in-Picture."

(b) **Additional Set-Top Boxes.** To independently tune additional televisions or broadcast devices, a separate set-top box may be required for each television. Each additional set-top box will be authorized to receive the same Services as your initial receiver. If you desire to receive Services at two different locations, you must open a separate account for each location.

(c) **Downloads.** goBEC reserves the right to alter software in the equipment, and provide content to DVR products, through periodic downloads. goBEC will use commercially reasonable efforts to schedule these downloads in a manner that results in the least amount of interference with or interruption to your Service.

(d) **Available Services, Equipment, and Pricing.** For more information on the goBEC Video Services, channel lineups, goBEC Equipment and pricing, please visit www.gobec.net or call goBEC customer service at 417-847-2131.

(e) **Ordering Pay-Per-View or On-Demand Services.** You may order pay-per-view or on-demand Services by using your on-screen program guide and remote control unit to select the movies and other events we offer.