



## United Cooperative Services Residential Service Agreement

1.1. This Residential Subscriber Agreement ("Agreement") sets forth the terms and conditions under which UNITED COOPERATIVE SERVICES ("UCS") will provide residential subscribers ("Subscriber", "you" or "your") with UCS high speed Internet service, including wireless Internet and email services ("Internet Service"), UCS Voice over Internet Protocol service ("UCS VoIP Calling Service"), or both if Subscriber so chooses (collectively, the "Services"). UCS shall also provide associated equipment used in connection with delivery and use of the Services ("UCS Equipment") at Subscriber's location where the Services will be installed by UCS and used by Subscriber or Subscriber's associated end users at Subscriber's location ("Premises"). Your use of the Services constitutes your affirmation and agreement that you have fully read these terms and conditions herein. And that you fully understand and agree to all the terms and conditions of this Agreement, the documents incorporated herein by reference, and further that you affirm and agree to be legally and financially bound by the terms of this Agreement. You may purchase UCS Services online, by phone and/or by visiting your local UCS location. If you do not agree to comply with all of the terms and conditions of this Agreement, your exclusive and sole remedy is to not purchase the Services provided by UCS or if you do purchase the Services from UCS, to immediately discontinue your use of the Services.

**THIS RESIDENTIAL SUBSCRIBER AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION, WHICH STATES THE GOVERNING PROVISIONS WHERE YOU AND UCS AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION. INCLUDED IN THIS ARBITRATION PROVISION IS A FULL WAIVER OF YOUR RIGHT TO BRING ANY CLAIMS AS A CLASS ACTION OR AS PART OF A CLASS ACTION. UCS HAS A STATED PROCESS AND POLICY IF YOU EXERCISE YOUR RIGHT TO OPT OUT OF THE FOREGOING ARBITRATION PROVISIONS.**

2. **AGREEMENT.** By signing up for, using, activating or paying for the UCS Services, you agree to all terms and conditions as set forth in this Agreement, any terms on the UCS Service Order, any governing UCS policy documents as posted on the UCS website, <https://ucs.net/internet> ("Website"), and you also agree to the charges, prices, terms and conditions which UCS has posted, or may in the future post, on its Website, all of which are incorporated herein by reference. If you do not agree to the foregoing, you may cancel the Services by calling our Customer Service at your local office between the hours of 8:00 AM and 5:00 PM Central Time, Monday through Friday. An updated, online version of this Agreement shall supersede any prior version of this Agreement. Making any modifications to this Agreement by any handwritten, or any other form of change is strictly prohibited. You hereby warrant that you are at least eighteen (18) years of age. Additionally you warrant that all of the information that you will provide and or have provided, or are requested to provide during the term of this Agreement to UCS (e.g., your full legal name, postal address, telephone number(s), and payment information in the form of credit card number(s), expiration date and security code or alternatively Subscriber's personal bank account information) is complete, accurate and current.

3. **USE OF SERVICE.** Subscriber shall not redistribute or resell access to the Services in any manner. Doing so is a direct violation of this Agreement and is cause for immediate termination by UCS. Further you agree that the UCS Equipment and Services will only be used at your location, and on your Premises by you, or by any other person, whether that person is authorized by you or not, for lawful purposes only. Further you agree that use of the Services will not be used for the transmitting and/or receiving of any materials or communications that, in the UCS' sole judgment may give rise to civil liability, criminal action, or violate any applicable local, state, or federal law or regulation. You understand and agree that UCS reserves the full and exclusive right to act immediately and without any notice to you to suspend, and/or terminate your use of the Services, to

immediately remove any information transmitted by you, or any other person which is sent or received from the Services if UCS determines that (i) such use or information does not meet with the criteria and requirements set forth in this Agreement; (ii) such use of information interferes with or comes to interfere with UCS' ability to provide the Services to Subscriber or to others; (iii) such use or information interferes with the rights of other end users of the UCS Service; or (iv) upon our information or belief such use or information of Service may violate any law or regulation. Subscriber affirms and agrees that UCS' action or inaction does not constitute review or approval of Subscriber or any other user's use or transmitted information.

#### 4. CHARGES AND PAYMENT.

4.1. **Charges and Fees:** Subscriber will pay all fees, taxes and charges for the Services which Subscriber receives, including and without limitation: applicable installation/service call charges, monthly recurring service charges, UCS Equipment charges, measured and per-call charges when using a VoIP phone service, applicable federal, state, and local taxes and fees (however charged), any regulatory recovery fees for federal, state and local/municipal fees or assessments imposed on UCS, other allowed fees and cost recovery charges, or any programs in which UCS participates. Fees and surcharges allowed and imposed by UCS will also include universal service fund, rights-of-way access fees, and 911/E911 fees and any assessments or obligations mandated by governmental or quasi-governmental bodies for the installation and use of Services, or the provision of the Services. Subscriber will be responsible for paying any mandated fees and taxes that become valid retroactively. UCS will provide Subscriber with notice and the effective date of any change in UCS' fees or prices, unless the change(s) in price is associated with a change in governmental or quasi-governmental fees, taxes, or assessments, in which case UCS may not provide notice except as and when required by applicable law. Not all fees apply directly to the Services. For example, the Cost Recovery Fee recovers a portion of UCS' investment to develop and maintain sufficient network capacity to provide Internet Service which is delivered at higher speeds along with supporting services to the hearing impaired or speech disabled. As such Surcharges may be increased by UCS at any time to reflect increases in UCS' costs, even if Subscriber has subscribed to an Internet Service package at a set rate. All pricing provided at the time of Subscriber's initial order for Services and/or any subsequent orders is exclusive of Surcharges, taxes and governmental or regulatory fees. UCS may charge Subscriber additional fees, including for credit card charge backs at the rate of \$25.00 and returned checks (NSF fees) at the rate of \$25.00. A list of applicable fees is available from your local UCS office or by calling the UCS Customer Service number at your local office and/or by visiting the UCS website. Subject to applicable law, UCS shall have the right from, time to time, to change the amount of charges and fees charged, and its method of invoicing for Services at its sole discretion. Such changes may include charges, fees, assessments and surcharges for new Services or features which Subscriber ordered. Monthly equipment, service and additional fees will be payable monthly in advance. Any additional usage, or overflow usage charges shall be billed in arrears. Unbilled usage charges may apply to VoIP calls associated with domestic and international calling. Installation and other charges will be billed and payable according to UCS' then current invoicing policies. UCS shall have the right to bill Subscriber for any unbilled usage charges, along with applicable taxes, fees and surcharges for up to one-hundred and eighty (180) days from the date of any given invoice.

4.2. **Monthly Invoices:** UCS will issue a monthly invoice to you in accordance with your billing cycle. All charges are due on the date specified on your monthly invoice. Unless you are subject to a minimum term arrangement, Services are provided to you on a month-to-month basis. You will be invoiced monthly, in advance, for recurring



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service charges, UCS Equipment charges, fees, taxes and surcharges. Your first invoice may be pro-rated and charges shall be based on the date you first begin receiving Services, as well as monthly recurring charges for the next month and charges for non-recurring services you have received, such as Service installation fees. Additionally, UCS may invoice you for some Services individually after they have been ordered and provided to you. The foregoing may include, but is not limited to, measured, metered and per-call charges. If you receive Services under a package, then-current standard charges for the Services will apply along with a specific per minute fee for additional usage under your plan. UCS does not waive its rights to collect the full balance owed to UCS by accepting partial payment. UCS will apply any partial payment Subscriber makes to the outstanding charges in the amounts and proportions that UCS determines.

**4.3. Invoice Delivery.** Invoices shall be sent to Subscriber by email or regular U.S. Postal mail based on Subscriber's preferred method of invoice delivery. Subscriber agrees that it is Subscriber's obligation to keep all account information current, accurate and correct at all times. Subscriber agrees that UCS invoices that may be sent to incorrect, obsolete, old and/or non-updated email addresses do not relieve Subscriber from Subscriber's payment obligations to UCS.

**4.4. Credit Card, Debit Card, Personal Check and/or Electronic Funds Transfer Payments:** Subject to acceptance by UCS, you may opt to authorize UCS to charge all amounts payable by you to UCS via your credit card, check, or electronic funds transfer. By choosing any of these options, you authorize UCS to continue charging, debiting or transferring funds, based on Subscriber's selected payment method, for all amounts due and all monthly fees (without limitation, monthly service fees, UCS Equipment charges, as well as applicable taxes, fees, surcharges and assessments), along with any other charges incurred by you, which are due and payable to UCS pursuant to this Agreement, until you withdraw your consent for UCS to do so. You affirm and agree to inform UCS immediately of any change in your credit card, direct debit, electronic funds transfer or bank account information (including without limitation, a change in expiration date, name, account number and residential address). Use of any credit card to pay for the Services is governed by the credit card issuer agreement. If we do not receive payment from your credit card issuer, you agree to pay all amounts due to UCS upon immediate demand.

**4.5. Failure to Pay or Late Payments:** If payment is not received by UCS on the due date stated of your invoice, late fees at the rate of 1.5% of the amount due may apply. Additionally if you fail to pay UCS in the prescribed manner stated in Article 4, UCS has the right to apply collection charges. Any collection charges will be assessed against you and your Services may be suspended, restricted, cancelled, or terminated by UCS without notice. Suspension, restriction, or termination of your Services may result in loss of your UCS provided email address, access to the Internet, your telephone number or any other use that is associated with your Services. If you wish to reinstate your Services you may be required to pay a reconnect fee and/or provide us with a security deposit, in addition to all accrued account due charges, prior to the reconnection of your Service. Additionally, we have the right to report any late payments and/or payment failures to any credit agency or reporting bureau.

**4.6. Collections:** If and when UCS is required to use the Services of a collection agency or an attorney to collect any amounts owed by you, or to assert the rights to collect UCS may have against you, you affirm and agree that you will pay all reasonable costs associated with the collection of your account and in the action we may take against you. These costs may include, but are not limited to, any collection agency fees, reasonable attorney costs, and arbitration

or court fees.

**4.7. Fees, Surcharges and Assessments:** Any related late fees, surcharges, and assessments due to late payment or nonpayment are not considered to be interest, finance charges and/or credit service charges. Such fees, surcharges, and assessments are not penalties. Rather, they are considered liquidated damages designated to be a reasonable advance estimate of UCS' costs that result from late payments and nonpayment based on Subscriber inaction.

**4.8. Third Party Charges.** Through use of the Internet Service, you may access certain content, information and services or products of other third-party providers. You shall be the sole and responsible party for payment if you incur any charges from third party services such as, Over the Top (OTT) charges, soft phone fees, additional calling devices, and web based subscriptions, or plans which you may elect to use in connection with the UCS Internet Service. Customer agrees that all such charges, including all applicable taxes, fees, surcharges and assessments shall be paid for by you. Further you are the sole and responsible party for ensuring the security of your credit card information that is used in connection with any of the aforementioned transaction types.

**4.9. Billing Errors:** Subscriber must notify UCS of any billing errors, inconsistencies, or other requests for refund within thirty (30) days of the date on the invoice. From time to time, UCS may inadvertently fail to invoice you for charges or fees incurred by you in connection with your use of the Service. In such an event, you agree to pay any such charges or fees when invoiced by UCS. UCS has the right to invoice Subscriber any unbilled charges for up to one-hundred and eighty (180) days from the date of any given invoice.

**4.10. Service Credits.** Subscriber's sole and exclusive remedy to any form of requested refund shall be in the form of Service Credits. There will be no cash refunds issued to Subscriber. If UCS determines that a Subscriber is entitled to receive a service credit, the service credit shall apply to, and appear on the Subscriber's monthly invoice within one (1) to two (2) months of the applicable billing cycle. Service Credits shall be deducted from the monthly invoice balance. No service credits will be issued to Subscriber for disruptions in Service or Service outages that may have been caused due to misuse or tampering of Service by Subscriber, end users at Subscriber location, or by any other third party. Additionally no Service Credits will be issued for Service that is interrupted due to: (i) Subscriber's noncompliance with provisions of the this Agreement; (ii) an error or failure related to any equipment or third-party equipment used by Subscriber; (iii) Subscriber's order, and/or re-order for a change in Service modifications and UCS has to modify and/or re-provision the Service; (iv) any period of time when UCS is not provided with authorization or access to the facilities and Equipment to troubleshoot and repair Service interruptions, whether by phone or at the Subscriber's location; (v) Subscriber continued use of the Service when the Service is in an impaired state; (vi) a force majeure affecting the UCS point of control, network or third party affiliated provider; or (viii) any combination of the foregoing.

**4.11. Credit Inquiries: YOU AUTHORIZE UCS TO MAKE ANY INQUIRIES ABOUT YOUR CREDIT HISTORY AND TO RECEIVE INFORMATION ABOUT SUBSCRIBER'S PAST CREDIT HISTORY, TO ENTER THIS INFORMATION IN YOUR FILE, AND DISCLOSE SUCH INFORMATION TO ANY CREDIT REPORTING AGENCIES AND SIMILAR THIRD PARTIES.**

**4.12. Voice Over Internet Protocol (VoIP) UCS VoIP Calling Service; Per Minute Billing/Rounding:** Service calling plans billed as a flat monthly fee may not include certain call types. Excluded call types will be charged on a per-call basis or a measured basis. Excluded calls could be considered to be outbound and/or



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international calls. For billing purposes UCS categorizes a measured call, which begins when the call is answered by the called party or a device such as an answering machine or a fax machine and the call ends when either one of the parties disconnects the call.

**4.12.1. Measured Calling.** Except as otherwise provided for in this Agreement UCS VoIP Calling Service measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. If the computed charge for a measured call or the taxes or surcharges includes a respective fraction of a cent, then the fraction is rounded up to the nearest whole cent.

**4.12.2. Completed Call Charges.** Notwithstanding anything to the contrary in this Agreement, certain providers charge for a completed call when the called party's line rings, or after a certain number of rings. If such a provider charges UCS or its third-party affiliates, and if such a call type is answered by the called party, UCS will charge Subscriber for a completed call.

**4.12.3. Minute Rounding.** Except as otherwise prohibited by law, calls invoiced on a per minute basis will have the initial minimum call duration of one (1) minute, with following intervals of one (1) minute each, and will be billed by rounding up to the next whole minute. UCS reserves the right to round up any and all UCS VoIP Calling Service invoice amounts to the nearest one (1) cent.

**4.13. Early Termination Charges:** In the event UCS offers promotional discounted rates that require Subscriber to agree to a term commitment as a condition of receiving the promotional Service with an associated discount. If Subscriber enters into a commitment term contract, Subscriber will have certain benefits from UCS in exchange for any Service commitment which is greater than one month. If UCS terminates Subscriber's Service for non-payment or for any other reason of default before the end of the Service commitment period, or if Subscriber terminates Subscriber's Services for any reason other than: (i) in accordance with the UCS cancellation policy; or (ii) pursuant to a change of terms, conditions or rates as provided for herein, Subscriber affirms and agrees to remit payment to UCS, any other amounts which may be due and owed by Subscriber, and any early termination fee as the amount stated in the specific promotion that Subscriber elected to purchase ("Early Termination Charge"). The Early Termination Charge is not a penalty but rather a charge to reimburse UCS for the Subscriber's failure to satisfy Subscriber's commitment for Service. If Subscriber purchased and subscribes to a promotional Service offering, and after any associated Service commitment ends, this Agreement will auto-renew on a month to month basis. Month to month renewal shall be charged to the Subscriber by UCS at the then current UCS retail rate(s) for a comparable plan. The month to month arrangement shall renew monthly until either party provides notice to the other and in accordance with the termination requirements and guidelines as set forth herein. At the sole discretion of UCS, Early Termination Charges may be waived, and termination charges may also be waived if Subscriber can provide documentation and valid proof that Subscriber has moved to a location outside of UCS' service area. As a courtesy and as required by applicable law, Subscriber may cancel and/or terminate any term commitment agreement that is associated with a promotional offering within ten (10) days of having entered into such agreement and Subscriber will not be required to pay an Early Termination Charge.

**4.14. Prior Accounts:** Subscriber fully warrants that there are no outstanding balances of any kind owed to UCS from any previous accounts with UCS. If UCS locates a prior account and/or prior account information with Subscriber's information that has any outstanding balances owed to UCS, then UCS has the right to apply any funds which may have been received to that previous account and/or transfer the outstanding balance from that previous account to Subscriber's new account.

## 5. EXISTING RESIDENTIAL WIRING AND EQUIPMENT.

**5.1. UCS Equipment:** The Equipment furnished to Subscriber including but not limited to any Internet Access Device ("IAD"), handset phone devices and/or any other UCS Equipment that is furnished to Subscriber and/or installed on Subscriber's Premises to use the Services, at all times shall remain the property of UCS, unless otherwise specified to in writing or as detailed on a Service Order Form. Subscriber affirms and agrees to assume all risk of loss, damage or theft of and to the UCS Equipment prior to the removal of the Equipment by UCS or when Subscriber returns the Equipment to UCS. UCS may require a cash deposit or a valid credit card for the provision of certain equipment to Subscriber and/or prior to installation on Subscriber's Premises. Subscriber must use UCS Equipment to access the Services and will be charged a monthly rental price and/or be charged up front for Equipment based on the Service and the requirements of use with associated Equipment. Prior to order and purchase of any Service please contact your local UCS Customer Service to obtain pricing for services and the associated Equipment which is required to use with the associated Service. Subscriber affirms and agrees to return any UCS Equipment to UCS within ten business (10) days of the date Subscriber's Service is terminated or cancelled by either UCS or Subscriber. Further, Subscriber agrees that Subscriber will not transfer, sell, lease, or assign some any and/or all of UCS Equipment to any third party and Subscriber shall leave all Equipment free and unencumbered. Subscriber agrees that Subscriber shall pay the full cost of the replacement value of any UCS Equipment to UCS if some, any and/or all UCS Equipment is unreturned, damaged, stolen, lost, transferred, leased, encumbered in any way, assigned, or for any other reason that Subscriber does not return the Equipment to UCS when the Subscriber's Service ends. Subscriber further agrees not to alter, modify or tamper with Equipment provided by UCS and Subscriber agrees that Subscriber will make no attempt to modify any Equipment serial number, address or markers which identify the Equipment. Subscriber affirms and agrees that UCS is providing Equipment to Subscriber as a means to provide the Services to the Subscriber and that UCS has the right, at its sole discretion to change or remove the Equipment UCS provides to any Subscriber. Additionally, Subscriber affirms and agrees not to use the UCS Equipment for any purpose other than its intended purpose for use in conjunction with the UCS Services and the delivery of such Services.

**5.2. Subscriber Provided Equipment:** You agree that UCS is not responsible in any way for the maintenance, operation, repair or servicing of Subscriber Provided Equipment ("SPE") that Subscriber may use in conjunction with the Services, which includes but is not limited to, computers, media gateways, television sets, receivers, speakers, wireless router, Internet Access Devices, mobile devices, cell phones, tablets or any other consumer electronics, which Subscriber may elect to connect to the Services provided by UCS. SPE means any of the aforementioned devices which you personally own along with hardware, software or services that Subscriber decides to use in connection and conjunction with the Services or UCS Equipment which is not provided, sold or leased by UCS to you. You fully warrant that you are the owner of the SPE and/or that you have the authority to permit access of the SPE to UCS. If you do not own of the SPE, you agree that you shall be the sole and responsible party responsible for securing any and all required approvals from the rightful owner to allow UCS and our third party affiliates to have full access to the SPE in order to perform all support functions as defined herein. However, UCS is not responsible for repair or maintenance of the SPE in any way and UCS' support of such SPE is only to the extent to support Service delivery and use of the UCS Services. SPE that does not meet or adhere to UCS' minimum technical standards to support the operating of the UCS Services is considered "Unacceptable SPE". Unacceptable SPE includes but is not limited



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to, routers, ATA's, Internet Access Devices, VoIP Phones, fax machines, answering machines, and or other like or similar devices that are not currently certified by us as compatible with the UCS VoIP UCS VoIP Calling Service and/or the UCS Internet Service. Subscriber affirms and agrees that Subscriber shall abide by the UCS Operating System, Equipment and Device Compatibility Policy found at [www.ucs.net/internet](http://www.ucs.net/internet). As a material term of this Agreement Subscriber agrees that UCS reserves the right to refuse to provide any type of support for the Services or to terminate this Agreement and some, any and/or all of the Services if Subscriber uses Unacceptable SPE. UCS, ANY UCS AFFILIATES, SUPPLIERS OR AGENTS WARRANT THAT UNACCEPTABLE SPE MAY ENABLE SUBSCRIBER TO SUCCESSFULLY INSTALL, ACCESS, OPERATE OR USE THE SERVICES. HOWEVER SUBSCRIBER AFFIRMS AND AGREES THAT ACCESS, INSTALLATION OR OPERATION AND USE OF UNACCEPTABLE SPE COULD CAUSE THE SPE TO FAIL TO OPERATE, LACK OF ABILITY TO USE THE UCS SERVICES, CAUSE DAMAGE TO THE SPE, SUBSCRIBER'S PREMISES, THE SUBSCRIBER, OTHERS LOCATED AT SUBSCRIBER'S PREMISES, OR UCS PROVIDED EQUIPMENT. UCS, AND UCS' AFFILIATES, AGENTS, OR SUPPLIERS SHALL, IN NO WAY HAVE ANY LIABILITY TO SUBSCRIBER WHATSOEVER FOR ANY PROPOSED OR ACTUAL FAILURE OR DAMAGE CAUSED BY THE USE OF ANY SPE.

**5.3. Residential Home Wiring:** You may have installed and/or install wiring located inside your Premises ("Residential Wiring"), that includes but is not limited to, outlets, power cord, extension cords, and additional cable wiring, provided however that any of the aforementioned does not impede with or impact the normal operations of UCS' network and wiring. If you elect to have UCS install or repair any of your Residential Wiring that supports use of the UCS Services only, UCS may charge you for that repair or installation. However regardless of who installs or has installed the Residential Wiring, UCS considers any and all Residential Wiring property that belongs to you, or the property of the rightful owner of the Premises. Therefore, you are the sole and responsible party for all maintenance and repair of Residential Wiring, unless UCS has agreed otherwise in writing with you. If you are not the rightful owner of the Premises, you agree that you shall contact the owner, building manager, landlord or overseer in control of the Premises regarding the repair, installation or maintenance of Residential Wiring and secure written approval from the rightful legal owner of the Premises. In the case of apartment buildings, multiple unit dwellings or some forms of commercial installations, the Residential Wiring is not to be deemed a fixture or part of your Premises unless you purchase the Residential Wiring when UCS Services are terminated either by UCS or Subscriber.

**6. UCS ACCESS TO PREMISES.** You affirm and agree that you approve and authorize UCS and its contractors, employees, agents, third party affiliates, and representatives to enter into your Premises for the sole purpose of Service activation, installation, maintenance, inspection, and repair, and to deactivate or remove UCS Equipment and the Services. UCS will request to schedule access to your Premises at times which are reasonable and that you agree to with UCS. You agree and warrant that you are either the owner of the Premises or that you have the full approval from the rightful legal owner in order to give UCS access to the Premises. Further if you are not the legal owner of the Premises, you are solely responsible for securing any and all required approval from the rightful owner to permit UCS, its employees, contractors, agents and affiliated third parties onto and in the Premises to perform the duties as specified in this Agreement. In addition, you agree to provide UCS, its employees, contractors, agents and affiliated third parties, if requested by UCS, with the rightful legal Premises owner's name, address, and phone number, or valid proof that the rightful legal owner has provided authorization to you to grant UCS, its employees,

contractors, agents and affiliated third parties access to the Premises. UCS is not and shall not be liable for any loss, damages or destruction to the Premises, to your property or any associated equipment during the installation, including, but not limited to, any loss or destruction of, or any damage to, any property, software, hardware, data or files. YOU AFFIRM, AGREE AND UNDERSTAND THAT THE ACTIVATION, INSTALLATION, USE, MAINTENANCE, INSPECTION, REPAIR, REPLACEMENT, DEACTIVATION, OR REMOVAL OF THE UCS SERVICES OR UCS EQUIPMENT CAN AND MAY RESULT IN DAMAGE TO SUBSCRIBER COMPUTER(S), LAPTOPS, TABLETS, TELEVISIONS OR OTHER HARDWARE, INCLUDING OPERATING SYSTEM, SOFTWARE, SOFTWARE CONFIGURATION AND ANY DATA FILES STORED ON ANY OF THESE DEVICES. THEREFORE, SUBSCRIBER SHALL BE THE SOLE AND RESPONSIBLE PARTY FOR THE BACK UP OF ALL EXISTING COMPUTER AND DEVICE FILES PRIOR TO THE PERFORMANCE OF ANY OF THE FOREGOING ACTIVITIES.

**7. UCS CHANGES TO SERVICES.** UCS has the right to change any of the offered Services now or any Services that may be offered in the future, in any manner and means UCS deems necessary. UCS Equipment and rates or charges associated, may be changed at any time, at any time with or without notice, subject to applicable law. UCS may also delete, add to, rearrange or make other changes to the features of offerings contained in the Services, including, but not limited to, functionality, content, hours of availability if applicable, Subscriber equipment requirements, upstream and downstream rate limitations and Service speeds. UCS will provide direct notice to Subscriber of any material changes, and may provide direct notice of non-material changes, in any of the following ways, at UCS' sole discretion: (i) by posting any changes to [www.ucs.net/internet](http://www.ucs.net/internet); (ii) by mail or delivery service to Subscriber's address of record; (iii) by sending Subscriber an email to the email address Subscriber provided setting up an account as listed in the UCS records; (iv) by including it either on Subscriber's actual bill or as a bill insert; (v) by SMS or Text message; and/or (vi) any combination of the aforementioned. Subscriber affirms and agrees that any one of the foregoing ways and transmission methods constitutes satisfactory and valid notice to Subscriber under the terms of this Agreement. At times, UCS may additionally notify Subscriber about important information regarding Subscriber's account and the Services by these methods, and Subscriber agrees it is Subscriber's responsibility to regularly check email, United States Postal mail, and all postings at [www.ucs.net/internet](http://www.ucs.net/internet). Further Subscriber agrees to consent to receive SMS or Text messages from UCS regarding Subscriber's Services and any changes to Subscriber's Service. If Subscriber decides to opt out of this means of notification, UCS is not responsible if Subscriber's Services do not operate or function properly if Subscriber is uninformed of Service changes. Additionally, if any material change negatively affects Subscriber's Services, Subscriber has the right to cancel Subscriber's Services. If Subscriber continues to receive the Services for more than one (1) days after any changes made by UCS, Subscriber agrees to accept those change(s) and any charges which may result from such changes.

### **8. SUBSCRIBER CONSENTS & ACKNOWLEDGMENTS.**

**8.1. Recording of Communications:** You affirm and agree that any and/or all communications that take place between UCS and you when calling UCS Customer Service and when speaking to a UCS customer service representative may be monitored or recorded by UCS for training, quality assurance or other purposes.

**8.2. Consent to Phone Calls, SMS and Text Messages:** At times, UCS, or third parties that are acting upon behalf of UCS, may communicate with you using manual, autodialed, or prerecorded calls and SMS or MMS messages using any number you provide to UCS (or that UCS may issue to you as part of your VoIP Service), with your



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consent, where necessary. These may include informational communications, such as those regarding service outages or service issues which may impact Subscriber's Services, to confirm Subscriber service appointments or to provide Subscriber with reminders to remit payment of current and/or past due amounts which Subscriber may owe UCS, or marketing communications. You acknowledge that being included in any state or federal "do not call" list(s) does not preclude you from receiving such calls or messages from UCS if you have provided consent where necessary. However, you may request to "opt-out" of receiving such messages by calling your local office location's Customer Service number or by sending UCS an email or hard copy mail, or using the contact us form on the UCS website at <https://ucs.net/contact-us>. If you ask to have your number placed on the UCS "opt-out" list, UCS will discontinue these calls and messages. You affirm and agree that you shall allow UCS at least thirty (30) days to honor your request for "opt-out" and you further affirm and agree that UCS shall, under any circumstances be liable for any calls, SMS messages or text messages that you may receive in the interim. Additionally, you affirm and agree that you are responsible for all charges and fees which you may incur for incoming SMS or text messages on your wireless device(s).

**8.3. Consent to Contact by Email:** You provide your full consent to have UCS send emails to you, at any email address, including, without limitation, a wireless or mobile device, that you provide to UCS and/or that UCS may issue to you in connection with your Internet Service, for any reason, including the marketing of UCS' current service offerings, and/or future service offerings that may be offered at UCS' sole discretion. In the event your cellular or wireless service provider charges you for the receipt of any form of email messages, you affirm and agree that you are the sole and responsible party for payment of such messages. You may rescind and revoke this authorization as it specifically relates to UCS marketing messages at any time by writing to UCS Customer Service and sending notice to your local office location stated on the UCS website, by email to UCS and/or calling Customer Service.

**8.4. Consent to Receive Electronic Notice:** You affirm and agree that unless otherwise specified by UCS, all notices required will be provided by UCS in a manner and means determined at the sole discretion of UCS. Without limitation of the foregoing, you affirm and agree that UCS can provide any notices to you including notice of changes to any of the following UCS Agreements, program documents, policies and procedures guidelines and parameter documents which are included and information herein by reference as: (i) this Agreement; (ii) the UCS Customer Privacy Notice; (iii) the UCS Acceptable Use Policy ("Policy"), (iv) the UCS Privacy Policy; (v) the UCS Website Terms and Conditions of Use; or, (vi) UCS rates and services, by either an online posting to the UCS website, by email, by United States Postal Service, or by SMS or Text. An online version of this Agreement and all of the foregoing documents and/or documents as specified in Article 19 and incorporated herein by reference, as so changed from time to time, will be accessible: (i) on the UCS website; (ii) at another online location which may be designated by UCS; (iii) by calling Customer Service; (iv) by visiting your local UCS office; or (v) any combination thereof.

**8.5. Other Consents:** UCS may ask you to provide consents or authorizations through any other electronic means, such as email, the Website or through your equipment to request information regarding an advertiser's products or to "opt in" to a consumer study, therefore any authorization or consent UCS receives through any electronic means from your Premises shall be deemed to have been authorized by you.

**8.6. Subscriber Email Address for Notices:** Upon request by UCS you are required to provide UCS with a current email address which is checked by you on a regular basis so that UCS may provide

notices and communications to you at that email address. If there is a change in any email address you must notify UCS immediately of such change.

**8.7. Survival of Contact Rights:** All rights and privileges of UCS to contact you as the Subscriber as described in Article 8 shall survive the termination of this Agreement.

### 9. SUSPENSION, CANCELLATION, TERMINATION OF SERVICE.

**9.1. Suspension, Cancellation, Termination of Service by Subscriber.** Unless you are subject to any obligations under a minimum term agreement based on a Promotional offer that you have selected and/or any form of written agreement which you may have with UCS for special services (outside of this Agreement), you may terminate this Agreement for any reason at any time by providing notice of termination to UCS by calling your local UCS office, and/or by email. Upon cancellation or termination, UCS may charge additional fees on any unpaid balance which you may owe. UCS reserves the right to continue invoicing for you through the end of the invoice cycle or until all UCS Equipment associated with your Premises has been returned, whichever occurs first. Any replacement costs for unreturned UCS Equipment and any early cancellation or termination fees will be charged to your account once invoicing ends. In the event that the UCS Equipment is damaged, stolen, destroyed, lost and/or is not returned to UCS upon cancellation or termination of Services by you, you shall be liable to UCS for the full replacement value and cost of any unreturned UCS Equipment. You affirm and agree that any security deposit amounts which UCS may have associated with your account can be used solely at the discretion of UCS to offset any outstanding balances and/or the cost of any unreturned UCS Equipment. Further, you affirm and agree that UCS may charge the credit card you have on file with UCS at the time of cancellation and/or termination of Services for and in the amounts of any: (i) outstanding balances which you may owe UCS; (ii) for the cost for any UCS Equipment which has not been returned by you; and/or, (iii) any fees, taxes, surcharges and assessments on the foregoing. All applicable fees and charges will accrue until the date of cancellation and/or termination, including any applicable Early Termination Charges.

**9.2. Suspension or Termination of Services by UCS:** UCS may suspend, halt, cancel and/or terminate the Services UCS provides to a Subscriber for any reason. If UCS suspends, halts, cancels and/or terminates Subscriber's use of the Services because Subscriber failed to comply in full with any term or condition of this Agreement, and also including any violation of the documents incorporated by reference named in Article 18 of this Agreement; UCS may do so at any time with or without notice to Subscriber. If Subscriber reinstates some, any and/or all Services after suspension, cancellation or termination, UCS will require that Subscriber pay a reconnection fee, Service installation fee and/or Service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Services is subject to UCS' credit policies, this Agreement, the documents incorporated herein by reference and applicable laws.

**9.3. Obligation Upon Termination of Agreement:** You affirm and agree that upon termination of this Agreement you will: (i) immediately cease use of all Services which have been provisioned for you by UCS and stop using the UCS Equipment; (ii) pay in full all applicable outstanding charges; and (iii) promptly return all UCS Equipment in your possession to UCS.

### 10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.

**10.1. No Warranty:** YOU AFFIRM AND AGREE THAT YOUR



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USE OF THE SERVICES AND ANY UCS EQUIPMENT IS AT YOUR SOLE RISK. THE SERVICES AND UCS EQUIPMENT ARE BEING PROVIDED ON AN "AS-IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, AND MERCHANTABILITY. UCS DOES NOT WARRANT OR GUARANTEE THE DELIVERY OF SERVICES SHALL BE UNINTERRUPTED OR THAT THE SERVICES OR UCS EQUIPMENT WILL OPERATE ERROR FREE OR UNINTERRUPTED. EXCEPT AS PROVIDED BELOW, YOUR SOLE REMEDY FOR SERVICE INTERRUPTION SHALL BE LIMITED TO A PRORATED SERVICE CREDIT UPON REQUEST TO UCS AND ONLY IN THE EVENT OF COMPLETE FAILURE OF THE SERVICES DUE TO A TECHNICAL MALFUNCTION CAUSED BY UCS OR OTHER REASONS AS DEFINED IN THIS AGREEMENT. TO QUALIFY FOR SUCH SERVICE CREDIT, YOU MUST REQUEST THE CREDIT FROM UCS WITHIN TEN (10) DAYS OF THE SERVICE FAILURE. SERVICE CREDITS SHALL BE APPLIED ONLY AGAINST CURRENT AND FUTURE FEES PAYABLE BY YOU FOR SERVICES. ANY SERVICE CREDITS PROVIDED BY UCS ARE AT OUR SOLE DISCRETION. IN NO EVENT SHALL THE PROVISION OF A SERVICE CREDIT BY UCS CONSTITUTE OR BE CONSTRUED AS A COURSE OF CONDUCT BY UCS. UCS DOES NOT GUARANTEE OR WARRANT THAT THE SERVICES OR UCS EQUIPMENT WILL BE FREE OF HARMFUL COMPONENTS, VIRUSES, HACKING OR INTRUSION. UCS DOES NOT GUARANTEE OR WARRANT THAT ANY INFORMATION, DATA OR FILES YOU RECEIVE OR SEND BY USING THE SERVICES WILL BE FREE FROM UNAUTHORIZED ACCESS BY OTHERS OR THAT OTHER USERS WILL NOT BE ABLE TO GAIN ACCESS TO YOUR INFORMATION, FILES OR DATA. UCS DOES NOT GUARANTEE OR WARRANT THAT ANY FILES OR DATA SENT BY OR TO YOU WILL BE TRANSMITTED IN UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME.

**10.2. Limitation of Liability:** UCS SHALL HAVE NO LIABILITY, AND UCS EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY WHATSOEVER, FOR ANY LOSS, DESTRUCTION OR DAMAGE OF ANY SOFTWARE, SOFTWARE CONFIGURATION, HARDWARE, HARDWARE CONFIGURATION, FILES OR DATA. IN NO MANNER OR EVENT WILL UCS BE LIABLE IN ANY WAY FOR ANY DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, MULTIPLE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION ANY LOSS OF EARNINGS, LOSS OF PROFITS, LOSS OF ANY OPPORTUNITIES INCLUDING BUSINESS OPPORTUNITIES OR PERSONAL INJURY OR DEATH ARISING OUT OF OR OTHERWISE ARISING IN CONJUNCTION AND CONNECTION WITH THE USE OF OR INABILITY TO USE THE SERVICES, THE INSTALLATION, REMOVAL, MAINTENANCE OR FAILURE OF THE SERVICES OR ANY UCS EQUIPMENT TO OPERATE PARTIALLY OR FULLY. UCS IS NOT AND SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, EXPENSES, DAMAGES, LIABILITIES OR COSTS (INCLUDING ATTORNEY FEES) RESULTING, INDIRECTLY OR DIRECTLY, OUT OF, OR IN CONJUNCTION AND CONNECTION WITH, ANY ALLEGATION, SUIT, CLAIM OR OTHER PROCEEDING ALLEGING IN PART OR WHOLE THAT THE USE OF THE UCS SERVICES OR UCS EQUIPMENT BY SUBSCRIBER OR ANY OTHER PERSON OR ENTITY INFRINGES THE PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. UCS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF THE UCS SERVICES OR ANY BREACH BY UCS OF ANY OBLIGATION THAT UCS MAY HAVE BY THIS AGREEMENT OR APPLICABLE LAW SHALL BE YOUR ABILITY TO CANCEL OR TERMINATE THE

SERVICES OR TO OBTAIN THE REPLACEMENT OR REPAIR IF ANY DEFECTIVE UCS EQUIPMENT IS FOUND. IN NO EVENT SHALL UCS' LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU DURING THE PRECEDING THIRTY (30) DAY PERIOD. IN NO EVENT SHALL UCS BE LIABLE IN ANY MANNER FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF UCS AFFILIATED THIRD PARTIES, INCLUDING UCS CARRIER PARTNERS, UCS UNDERLYING SERVICE PROVIDERS AND VENDORS, OR ANY THIRD-PARTY EQUIPMENT OR SERVICES NOT PROVIDED BY UCS.

**10.3. Customer's Sole Remedies:** Subscriber's exclusive and sole remedies under this Agreement are as stated and expressly set forth herein this Agreement.

**11. INDEMNIFICATION.** You agree to hold harmless and indemnify UCS from any claims brought against UCS related to: (i) your use of the Services and/or other users use of the Services, or the violation of this Agreement including, without limitation, the UCS AUP; (ii) slander or libel resulting from any use of the Service; (iii) willful misconduct, negligence, a violation of any other persons or third party's rights, or failure to comply with applicable law; (iv) misappropriation or infringement of any copyrights, patents, trademark, service mark, trade name, trade secret, or other intellectual property rights by you or any other person at your Premises using the Service through your account, including without limitation through combination of the Service with equipment, facilities or services that are provided or used by you or obtained from third parties; (v) any unauthorized, fraudulent, or unlawful use of or access to and of the Service, except as otherwise provided by applicable law; (vi) any invasion or infringement of the right of privacy of any person or persons, claimed to have been caused, or actually caused directly or indirectly, by the operation, installation, failure to operate, removal, maintenance, condition or presence or use of the 911 or E-911 service calling features and the equipment associated with the UCS VoIP Calling Service or CPE, or more generally by the use of any UCS VoIP Calling Services furnished by UCS in connection with the 911 or E-911 service, including but not limited to, your information including the address, telephone number or name associated with the telephone used by persons accessing 911 or E-911 service and/or that which arises out of the negligence or other wrongful act of you or anyone using the Service through your account; and (vii) any combination of any of the foregoing. The foregoing indemnification obligations exclude damages to the extent caused by the gross negligence or willful misconduct of UCS. You agree to pay any attorneys' fees incurred by UCS in bringing any action related to the Services or a breach of the terms of this Agreement, or any violation of any UCS documents incorporated herein by reference caused by you or any other user of your Services or UCS Equipment.

**12. SUBSCRIBER PRIVACY AND PERSONAL INFORMATION.** UCS respects your Confidential Proprietary Network Information ("CPNI") which is your personally identifiable information along with your privacy interests, including your right to limit disclosure of certain information to third parties in the manner described in the UCS CPNI Policy. The UCS CPNI document is incorporated herein by reference.

**12.1. Subscriber Account Security and Password Protection.** When Subscriber has an account with UCS, Subscriber will be able to select usernames, passwords and other account information which is confidential to Subscriber to access the UCS Services, other websites, and online accounts which Subscriber may subscribe to either for free or for a cost. It is the Subscriber's responsibility to make every best and reasonable effort to safeguard Subscriber's name, username(s) and all associated account passwords from unauthorized use. UCS is not responsible for any unauthorized use of



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Subscriber's UCS account and/or any other accounts to which Subscriber may subscribe. UCS has the right to terminate Subscriber's account at any time if UCS has any reason to believe that Subscriber has misused or abused Subscriber's account or is in violation this Agreement and any UCS documents incorporated herein by reference. Subscriber is responsible for all actions that take place as a result of access to, and or use of, the Services under Subscriber's account whether the access was made by Subscriber or by a third party using Subscriber's account or Subscriber's mobile or landline phone and regardless of whether such access was authorized or unauthorized by Subscriber.

**12.1.1.** Subscriber must at all times keep Subscriber's security code(s), passwords and any other confidential information secure, and Subscriber affirms and agrees that Subscriber will inform UCS immediately if Subscriber's security code, passwords or any other confidential information is disclosed to any unauthorized person or may have been compromised in any way. UCS may disclose any information in connection with your account to anyone who correctly quotes your security code, or other private and confidential information. Therefore, you agree to indemnify, hold harmless and release UCS from any potential and or actual liability which might result with use from and of, your security code, passwords and or any other confidential information.

### **13. FRAUD, THEFT OF SERVICE, LIMITATIONS OF USE, AND INTELLECTUAL PROPERTY RIGHTS.**

**13.1. Theft of Service.** You shall have no right or authority to distribute, resell; or otherwise use for profit the UCS Service in any way. As a material term of this Agreement, UCS has the right to immediately suspend use of your Service if Theft of Service is suspected. Further, in the event of actual Theft of Service, UCS shall have the right to immediately terminate your use of Service. In either case related to the foregoing, UCS representatives shall have the right to suspend or terminate your Service even if you may be unaware of an incident of theft. You agree that you shall be the sole and responsible party for all costs, charges, fees and any monies owed to UCS or other parties in connection with, and stemming from any theft of your UCS Services.

**13.2. Obligation to Report Theft of Service:** As Subscriber you are liable for all use of the Services associated with your account, and also the use of UCS Equipment provisioned for use with your account, and therefore for any and all stolen Services or unauthorized use of the Services or UCS Equipment. You agree to notify UCS immediately by calling Subscriber's UCS' local Customer Service number, or in writing if, when and at any time, and as soon as you become aware that: (i) UCS' Services are or have been compromised; (ii) that UCS' Equipment has been tampered with or stolen; and/or, (iii) that your Service is being used without your authorization, fraudulently used, is or has been stolen. If you fail to notify UCS in a timely fashion, your Services may be terminated without notice, and with additional charges to you.

**13.3. Fraud:** You are responsible for all Internet usage attributable to fraud and/or all VoIP (UCS VoIP Calling Service) calling charges which may be attributable to your Account with respect to the Services related to fraudulent use of Service, even if incurred as the result of fraudulent or unauthorized use of the Services. You agree to notify UCS immediately if you become aware of any fraudulent or unauthorized use of any Service. UCS may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to you. UCS reserves the right to restrict, suspend, halt, modify and/or discontinue providing any and/or all Service(s) to you in the event of suspected or actual fraudulent or unauthorized use by you or any other person. UCS shall not be liable to you in any manner for any damages whatsoever resulting from fraudulent or unauthorized use of any Service in the event UCS exercises the right to restrict your use

of Service.

**14. LICENSE & RESTRICTIONS.** If and to the extent Subscriber requires the use of Licensed applications, software, or additional elements in order to use the Services supplied under this Agreement, UCS shall provide Subscriber with a limited personal, nonexclusive and nontransferable license to use any of the aforementioned solely and only to the extent necessary to use the UCS Services in accordance with this Agreement. Subscriber may not claim title to, or an ownership interest in, any Licensed Application, Software or additional elements (or any derivations or improvements thereto) and Subscriber shall execute any documentation reasonably required by UCS, including, without limitation, end-user license agreements to support the use of any Licensed Application, Software or product. UCS and its, third party affiliates, vendors and suppliers shall retain ownership of any License at all times, and no rights are granted to Subscriber other than a license to use the Licensed Application, Software and/or additional elements under the terms expressly set forth in this Agreement.

**14.1.1.1. Restrictions.** Subscriber affirms and agrees that Subscriber shall not: (i) copy the Licensed Applications, Software or hardware without the express written consent of UCS; (ii) reverse engineer, decompile, or disassemble any Licensed product; (iii) sell, lease, license, or sublicense any Licensed product; or (iv) create, write, or develop any derivative software or any other software program based on any limited licenses which UCS may grant subscriber on a temporary basis.

**14.1.1.2. Updates.** Subscriber affirms and agrees that the use of the Services may periodically require updates and/or changes to any and/or all UCS or UCS affiliates' product licenses resident in the UCS Service, the UCS Equipment or CPE. If UCS has agreed to provide updates and changes, UCS may perform such updates and changes remotely or on-site, at UCS' sole option. Accordingly, Subscriber hereby provides full authorization and consent to, and shall provide free access for such updates deemed reasonably necessary by UCS.

### **15. DISPUTE CLAIMS, BINDING ARBITRATION, WAIVER OF JURY TRIAL AND CLASS ACTION & OPT-OUT RIGHTS.**

**15.1. Claim of Dispute:** As used herein, the term "Dispute" means any claim, disagreement, dispute or controversy between you and UCS, its third party affiliates, and/or each or any of the respective, directors, officers, agents or employees of UCS and/or a UCS affiliate, and you regarding any facet of your relationship with UCS and/or UCS' relationship with you. With such Dispute considered a disagreement that has transpired or may hereafter transpire, be it based in statute, contract, ordinance, regulation, or tort (including, but not limited to, misrepresentation, fraud, inducement by fraud, negligence or any other intentional tort), or any other equitable or legal theory, and includes the enforceability, validity or scope of this Dispute and Arbitration Provision (as defined herein this Article). The word "Dispute" and phrase "Dispute Claim" shall be given the broadest possible meaning that will be enforced.

**15.2. Claim of Dispute Process:** If you wish to file a claim of dispute or dispute concerning the Services, you must send any such information to the office address information specified in this Agreement as found in Subsection 16.7. You must include all specific information related to the claim of dispute, why you feel you are filing this claim and the manner and means in which you feel you have cause to have a valid claim of dispute

**15.3. Arbitration:** Except as allowed for by this Agreement, any claim of Dispute involving you and UCS that is unable to be mutually resolved shall be resolved through individual binding arbitration rather than through litigation of the claim of Dispute in court. By this binding arbitration provision, you affirm and agree that you may be waiving



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your statutory or constitutional rights.

**15.3.1. Meaning of Arbitration:** Arbitration means that Subscriber and UCS will participate in a fair hearing in front of a neutral arbitrator instead a court proceeding or issue, complaint or case that is heard by a judge or jury and proceedings in arbitration may also result in limited discovery. Subscriber agrees that all disputes arising out of, or related to this Agreement and the documents incorporated herein by reference (regardless as to whether the dispute is based in contract, tort, statute, fraud, misrepresentation, or any other legal or equitable theory) will be submitted to the American Arbitration Association ("AAA"), for final and binding arbitration. The arbitration will be conducted under the AAA Arbitration Rules for the Resolution of Consumer-Related Disputes Commercial Arbitration Rules ("AAA Rules"), as such rules are in effect on the date of commencement of the arbitration and as such rules are modified by this Agreement. An arbitration award is subject to limited review by a court. Subscriber affirms and agrees that the exclusive forum for resolution shall be through arbitration. Arbitration is final and binding.

**15.3.2. Arbitration Process:** The arbitration will be based only on the written submissions of the parties and documents submitted to the arbitrator, unless the parties agree or the arbitrator orders otherwise. Additional charges may apply for such procedures. The award may be confirmed and enforced in any court of competent jurisdiction. Currently, the AAA Rules provide for reduced filing fees for consumers. Any in-person arbitration proceedings will be held in Johnson County, Texas or at the location that AAA selects unless otherwise mutually agreed upon by the parties. Each dispute will be arbitrated on an individual basis and will not be consolidated in any action with the disputes or claims of other consumers or customers. No dispute or claim may be brought as a class action or as a private attorney general, and Subscriber will not have the right to act as a class representative or participate as a member of a class of claimants with respect to any dispute or claim related to the Services. Any dispute or claim arising out of or relating to this Agreement and the documents incorporated herein by reference must be brought within thirty (30) days after the date on which the basis for the Dispute or claim first arises, regardless of applicable statutes or laws to the contrary. Subscriber is responsible for paying fees and expenses for Subscriber witnesses, attorneys and other experts in the arbitration process which Subscriber may choose to retain. Although each party will incur the cost of preparing and presenting its own case of an arbitration act, if applicable by law the non-prevailing party will reimburse and/or make payment to the prevailing party for all reasonable costs of arbitration and legal fees incurred by the prevailing party or each party shall incur their own expenses and costs for arbitration. However, in the case where the arbitrator determines that the Claim of Dispute is erroneous or frivolous, Subscriber affirms and agrees to reimburse UCS for previous payments it made that are otherwise Subscriber's obligation to pay under the AAA Rules and applicable law.

**15.4. No Class Action.** NO DISPUTE OR CLAIM MAY BE BROUGHT AS A CLASS ACTION OR AS A PRIVATE ATTORNEY GENERAL, AND SUBSCRIBER WILL NOT HAVE THE RIGHT TO ACT AS A CLASS REPRESENTATIVE OR PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS WITH RESPECT TO ANY DISPUTE OR CLAIM. NO WAIVER OF THIS AGREEMENT AND/OR ANY CONTRADICTORY PROVISION IN ANY DOCUMENT INCORPORATED HEREIN BY REFERENCE IS VALID.

**15.5. Enforceability & Severability.** This Agreement and except as stated otherwise, any document incorporated herein by reference is binding upon Subscriber and UCS, and respectively upon Subscriber and Subscriber's agents, successors, and heirs. If any part or provision of this Agreement and/or any document incorporated herein is finally determined to be invalid or unenforceable under

applicable law by a court of competent jurisdiction, then that part or provision will be ineffective only to the extent of such invalidity or unenforceability, and without in any way affecting the remaining parts or provisions of this Agreement and/or documents incorporated herein by reference all of which will still be given full force and effect.

**15.6. Right to Opt Out:** IF SUBSCRIBER DOES NOT WISH TO BE BOUND IN ANY MANNER BY THESE ARBITRATION PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THE WAIVER OF SUBSCRIBER'S RIGHT TO BRING CLASS ACTION CLAIMS, SUBSCRIBER MUST NOTIFY UCS BY FORMAL WRITTEN NOTICE SENT TO THE ADDRESS IN SUBSECTION 16.7 WITHIN THIRTY (30) DAYS FROM THE DATE THAT SUBSCRIBER FIRST PURCHASED THE UCS SERVICES AND PROVIDED SUBSCRIBER'S ACCEPTANCE TO THIS AGREEMENT. SUBSCRIBER'S WRITTEN NOTIFICATION OF SUBSCRIBER'S ELECTION TO OPT-OUT TO UCS MUST INCLUDE SUBSCRIBER'S FULL LEGAL NAME, PHYSICAL ADDRESS, AND SUBSCRIBER'S UCS ACCOUNT NUMBER. FURTHER SUBSCRIBER'S WRITTEN NOTIFICATION TO UCS WILL NEED TO SPECIFICALLY DETAIL, STATE AND INCLUDE THAT SUBSCRIBER DOES NOT WISH TO RESOLVE DISPUTES WITH UCS THROUGH ARBITRATION AND THE DEFINED ARBITRATION PROCESS AS STATED WITHIN ARTICLE NUMBER 15 AND, AS APPLICABLE, ITS SUBSECTIONS. THE DECISION MADE BY SUBSCRIBER TO OPT OUT OF THIS ARBITRATION PROVISION SHALL HAVE NO NEGATIVE OR ADVERSE IMPACT AND EFFECT ON THE RELATIONSHIP SUBSCRIBER HAS WITH UCS OR THE PROVISIONING AND DELIVERY OF SERVICES TO SUBSCRIBER BY UCS AND UCS' AFFILIATES.

### 15.7. Restrictions:

**15.7.1. Waiver of Right to Bring Claims After One Year:** SUBSCRIBER MUST CONTACT UCS WITHIN ONE (1) YEAR OF THE DATE OF THE INCIDENT OF THE FACTS OR EVENT WHICH GAVE RISE TO SUBSCRIBER'S CLAIM OF DISPUTE OR SUBSCRIBER SHALL LOOSE SUBSCRIBER'S RIGHT AND FURTHER WAIVE THE RIGHT TO PURSUE ANY FORM OF CLAIM BASED UPON SUCH FACTS, EVENT OR CLAIM OF DISPUTE.

**15.7.2. Waiver of Right to Bring Class Action Claims:** AS STATED IN SUBSECTION 15.4 ANY AND OR ALL PARTIES TO ANY ARBITRATION OR ARBITRATION PROCEEDING MUST BE SO NAMED INDIVIDUALLY. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS OF DISPUTE TO BE LITIGATED OR ARBITRATED ON A CONSOLIDATED OR CLASS BASIS OR ON THE GROUNDS AND BASIS OF INVOLVING CLAIMS BROUGHT IN AND BY A REPRESENTATIVE FACILITY ON BEHALF OF THE PUBLIC AT LARGE, OTHER CURRENT OR FORMER UCS USERS OR THE UCS SERVICES, OR OTHER PERSONS SIMILARLY SITUATED. ADDITIONALLY, UNLESS AND UNTIL BOTH UCS AND SUBSCRIBER AGREE OTHERWISE, WHEN IN ARBITRATION AND OR AN ARBITRATION PROCEEDING, THE ARBITRATOR DOES NOT HAVE THE RIGHT TO, AND SHALL NOT CONSOLIDATE MORE THAN ONE (1) PERSON'S CLAIM OF DISPUTE AND OR CLAIM WITH SUBSCRIBER'S CLAIMS, AND IS NOT ENTITLED TO PRESIDE OVER ANY FORM OF A CLASS OR REPRESENTATIVE PROCEEDING OF ANY KIND. THE ARBITRATOR IS ALLOWED SOLELY TO AWARD RELIEF ONLY IN FAVOR OF AN INDIVIDUAL PARTY THAT IS SEEKING RELIEF AND FURTHER, ONLY TO THE EXTENT REQUIRED TO PROVIDE RELIEF WARRANTED BY AN INDIVIDUAL PARTY'S CLAIM OF DISPUTE. THE ARBITRATOR IS NOT ALLOWED OR PERMITTED TO AWARD ANY FORM OF RELIEF EITHER AGAINST OR FOR ANYONE WHO IS NOT A PARTY. THIS WAIVER OF COLLECTIVE RELIEF AND CLASS ACTION IS A KEY AND CRITICAL PART OF THE ARBITRATION PROVISIONS STATED IN THIS AGREEMENT AND CANNOT IN





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ANY WAY BE SEVERED FROM IT.

**15.7.3. Waiver of Consequential Damages:** THE PARTIES WAIVE ANY CLAIM TO CONSEQUENTIAL, INDIRECT EXEMPLARY, PUNITIVE OR ANY FORM OF MULTIPLIED DAMAGES WHICH ARISE FROM OR MAY OCCUR OUT OF ANY CLAIM DISPUTE UCS.

**15.7.4. Small Claims Exclusion from Arbitration:** SUBSCRIBER AFFIRMS AND AGREES THAT ANY CLAIM FILED BY SUBSCRIBER OR EVEN BY UCS, WHOSE AMOUNT IN CONTROVERSY, AND IS PROPERLY WITHIN THE JURISDICTION OF A SMALL CLAIMS COURT, WILL NOT BE SUBJECT TO ARBITRATION. IN THE EVENT OF THE FOREGOING, SUBSCRIBER AND UCS SHALL AGREE TO BRING THE ACTION IN A COUNT OF SMALL CLAIMS IF THE CLAIM DISPUTE IS UNABLE TO BE RESOLVED BY UCS AND SUBSCRIBER.

**15.7.5. Exclusion from Arbitration:** The following will not be subject to any form of arbitration: (i) a claim, or any and/or all claims filed by UCS to collect outstanding balances for unpaid Service, fraud or the theft of any service or Equipment related to Subscriber account; or (ii) any claim of dispute over validity of UCS' and/or UCS' third party affiliates intellectual property rights or UCS' business, occupational, jurisdictional, state and/or federal licenses to operate its business, or the aforementioned type of licenses which are held by UCS' third party affiliates to operate their business.

## 16. MISCELLANEOUS.

**16.1. Entire Agreement:** This Agreement and the documents incorporated herein by reference, along with the rates of Subscriber's particular Service, any Promotional term commitments or any early cancellation and termination fees associated with any promotion for Subscriber's particular Services, constitute the full and entire agreement with respect to the Services. Further this Agreement supersedes, replaces and nullifies all prior commitments, promises, understandings and undertakings, if any exist and are applicable, that have been made verbally or in written form, on behalf of, Subscriber and UCS regarding the subject matter of this Agreement and the documents incorporated herein by reference. This Agreement and the documents incorporated by reference herein represent the complete, entire and full, understanding and agreement and by and between Subscriber and UCS concerning the UCS Service(s), UCS Equipment, Subscriber's use of the UCS websites and any other products and services Subscriber purchases from UCS. This Agreement can be modified and amended as provided for, and as detailed within this Agreement. No verbal or written statement, product description, service or advertisement that is not specifically contained in this Agreement, the documents incorporated herein by reference and/or the UCS website will be permitted to contradict, or supplement this Agreement or the Service in any manner. Neither Subscriber, nor UCS is relying upon any statements or representations which may be or have been made by the other party or any other individual that is not included in this Agreement, any of the documents incorporated herein by reference, or the UCS website.

**16.2. No Rights or Remedies for Third Parties:** Except as expressly stated, this Agreement is not intended to give any rights or remedies to any person other than the Subscriber and UCS. The provisions of this Agreement are for the benefit of the Subscriber and UCS and not for the benefit of any third party.

**16.3. Severability:** This Agreement is subject to all applicable federal, state, local, municipal laws and regulations in effect in the applicable jurisdiction(s) in which UCS provisions, and delivers the Subscriber's Services and in the applicable jurisdiction(s) in which the Subscriber receives the Services. If any article, rule, clause or provision of this Agreement is found to be in conflict with any

applicable regulation(s) or law(s), or if Subscriber may be entitled to more favorable rights under any applicable regulation(s) or law(s) than are set forth in any article, rule, clause or provision of this Agreement, then the terms of the applicable regulation(s) or law(s), and rights that Subscriber may be entitled to under the applicable regulation(s) or law(s), shall take precedent over the applicable article, rule, clause or provision of this Agreement. If the applicable regulation(s) or law(s) apply to some, but not all of Subscriber's Services, then the applicable regulation(s) or law(s) will take priority over the specific provision of this Agreement to which it has a relevant context and solely for purposes of those Services to which the specific regulation(s) or law(s) apply. If any part of this Agreement is determined to be unenforceable or invalid by a Court of competent jurisdiction, such part shall be invalid or unenforceable only, and therefore will in no way affect any of the remaining parts of this Agreement.

**16.4. Changes to the Agreement:** UCS may change, amend, alter, or modify this Agreement at any time. UCS may notify Subscriber of any change in any of the following ways, as determined at the sole discretion of UCS: (i) by posting it at [www.ucs.net/internet](http://www.ucs.net/internet); (ii) by sending Subscriber an email to the email address for Subscriber account on file; (iii) by mail or delivery service to the Subscriber's address of record; or; (iv) by including it on, or with Subscriber's bill for Services. Subscriber agrees that any one of the foregoing will constitute sufficient and effective notice under this Agreement. Because UCS may, from time to time, notify Subscriber about important information regarding the Agreement by these methods, Subscriber agrees it is the Subscriber's responsibility to regularly check the Subscriber's postal mail, email and all postings at [www.ucs.net/internet](http://www.ucs.net/internet). If Subscriber finds any material change to this Agreement to be unacceptable, Subscriber shall have the right to cancel the Services, subject to term commitment obligations. If Subscriber continues to use the Services for more than one (1) day after notice has been made of a change, Subscriber agrees to accept those changes.

**16.5. No Assignment:** This Agreement is personal to you as the Subscriber and you may not assign or transfer it or your rights or obligations to any other person or company without the prior consent and permission of UCS. UCS can assign all or part of UCS' rights or duties under this Agreement without prior notice to you. If UCS elects to make such an assignment, UCS shall have no further obligation(s) to you of any kind, and in any manner under this Agreement or in connection with your purchase or use of the Services.

**16.6. Waiver:** The failure by UCS to exercise, or delay in exercising, any legal right or remedy to it provided by this Agreement or by law shall not constitute a waiver of UCS right or remedy. If UCS waives a breach of this Agreement, the waiver shall not operate as a waiver of a consequent breach of any other part of or the entire Agreement.

**16.7. UCS Contact Information:** Any notice from UCS or from any other brand or trade name to you under this Agreement will be provided by one or more of the following: (i) as a posting on the UCS website; (ii) a recorded IVR announcement while using the Services; (iii) SMS text, email or a call to a telephone number provided by you. You may contact UCS either by calling the local office in Subscriber's geographic region, or by United States mail using the addresses provided below:



# United Cooperative Services Residential Service Agreement

## Member/Subscriber Service Locations:

<b>Cleburne</b> (817) 556-4000 3309 N. Main Mailing: P.O. Box 16 Cleburne, TX 76033	<b>Burleson</b> (817) 447-9292 2601 S. Burleson Blvd., Burleson, TX 76028 Mailing: P.O. Box 1809 Burleson, TX 76097
<b>Granbury</b> (817) 326-5232 320 Fall Creek Hwy. Mailing: P.O. Box 5129 Granbury, TX 76049	<b>Meridian</b> (254) 435-2832 10208 state Highway 6 Mailing: P.O. Box 755 Meridian, TX 76665
<b>Stephenville</b> (254) 965-3153 1200 Glen Rose Hwy. Mailing: P.O. Box 290 Stephenville, TX 76401	<b>PK Lake</b> (940) 779-2985 1722 Park Road 36 Graford, TX 76449

## Legal Notices:

**UCS: UCS Legal Department - Cameron Smallwood CEO/GM**

**Physical Address: 2601 S. Burleson Blvd., Burleson, TX 76028**

**Mailing Address: P.O. Box 1809, Burleson, TX 76028**

**16.8. Governing Law and Jurisdiction:** Subscriber affirms and agrees that any claim of dispute Subscriber may have with UCS under this Agreement will be governed by the laws of the state of Texas, Johnson County. Subscriber further affirms and agrees that for all other matters other than those provided for in the Arbitration Provisions of this Agreement, the appropriate court district in the state of Texas, County of Johnson will have full and exclusive jurisdiction over any legal actions that are not a party of or subject to the Arbitration Provisions. Therefore, Subscriber agrees to be subject to the jurisdiction of such court.

**16.9. Amendment:** This Agreement may only be changed in the manner stated within this Agreement. UCS may amend this Agreement, the documents incorporated herein by reference, the information, offerings, and all materials and content on its websites, in the manner and means specified in this Agreement. The changes will be effective when published on the Websites and/or provided to Subscriber in the form of communication UCS selects, at its sole discretion, to notify Subscriber of such changes. Please visit the website regularly at [www.ucs.net/internet](http://www.ucs.net/internet) to review the terms and conditions on an ongoing basis. Subscriber affirms and agrees that use of the Services and UCS products or Website after the date of publication shall constitute Subscriber's acknowledgement and agreement to the updated Agreement.

**16.10. Force Majeure:** UCS will not be in breach of this Agreement or responsible for any failure in performance, loss or damage that it is due to any event beyond the reasonable control of UCS, including without limitation, fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, pandemic or other health crisis, acts of God, acts or omissions of carriers or suppliers and acts of regulatory or governmental agencies. The Service is transmitted through public Internet lines and the public switched telephone network, and Subscriber affirms, acknowledges and agrees that there may be power outages or Internet service disruptions and Subscriber may experience some disruptions in the Services (e.g., packet loss

and or delay). Additionally, Subscriber also affirm, acknowledge and agree that calls to or from the public switched telephone network are not encrypted by any mode or means of security and therefore could be potentially subject to eavesdropping by law enforcement officials or other third parties over the public Internet. UCS will not and shall not be liable for any disruption, delays, eavesdropping or other omissions in the Service. UCS takes no responsibility for any disruption, interruption or delay in the Service caused by any failure of or inadequacy in any items over which it has no control.

**16.11. Survival of Terms:** In addition to the terms that are specifically noted in this Agreement as surviving termination of this Agreement, all representations, warranties, indemnifications, and limitations of liability shall survive this Agreement. UCS' right to contact Subscriber, collect on past due accounts Subscriber may have, or take action against Subscriber for improper use of the Services or the UCS Equipment shall also survive this Agreement. All other obligations to Subscriber made by UCS or by Subscriber to UCS under this Agreement also survive termination if they relate to the period before termination where they would be expected to survive termination. IF SUBSCRIBER OWES ANY OUTSTANDING AMOUNTS FOR THE SERVICE OR HAS ANY UNRETURNED EQUIPMENT, THIS OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL CONTINUE UNTIL SUBSCRIBER PAYS ALL OUTSTANDING AMOUNTS IN FULL AND RETURNS ALL EQUIPMENT.

**16.12. Subscriber Information:** As stated in appropriate Articles and Subsections of this Agreement, Subscriber represents and warrants that Subscriber has provided to UCS accurate information which is both complete and current, including but not limited to, Subscriber's proper and given legal name or legal marital name, telephone number(s), address, payment information (credit card, debit card, bank account information), Subscriber's social security number through which the Service is being used, and payment data (including without limitation, information provided when authorizing recurring payments). SUBSCRIBER AGREES TO NOTIFY UCS IMMEDIATELY IF THERE IS ANY CHANGE IN THE INFORMATION THAT SUBSCRIBER HAS PROVIDED TO UCS, INCLUDING WITHOUT LIMITATION ANY CHANGE IN SUBSCRIBER'S TELEPHONE NUMBER OR MOBILE TELEPHONE NUMBER. FAILURE TO DO SO IS A BREACH OF THIS AGREEMENT. SUBSCRIBER AGREES THAT SUBSCRIBER SHALL INDEMNIFY, DEFEND AND HOLD UCS HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM SUBSCRIBER'S FAILURE TO NOTIFY UCS OF A CHANGE IN THE INFORMATION SUBSCRIBER HAS PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT (47 U.S.C. SEC. 227), AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM UCS ATTEMPTING TO CONTACT SUBSCRIBER AT THE MOBILE TELEPHONE NUMBER SUBSCRIBER HAS PROVIDED.

## **17. ADDITIONAL PROVISIONS - INTERNET SERVICE.**

**17.1. Subscriber Equipment:** The devices you as the Subscriber have in your possession and under your ownership to use the UCS Services such as a tablet, mobile phone, personal computer and/or other devices that you may use to access the Internet Service must meet UCS' minimum configuration standards. Please refer to [www.ucs.net/internet](http://www.ucs.net/internet) to view the current UCS device specifications. UCS will not and does not support, install, maintain, fix, replace or repair any third-party hardware, including but not limited to home networks or computers, nor does it maintain, fix or install any software related to the operability of third-party hardware. If you have any issues or questions regarding your device(s) and third-party hardware you should immediately contact the device manufacturer or the retailer where you purchased the device or third-party hardware.



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**17.2. Internet Access Device:** To use the UCS Services, UCS shall provide an Internet Access Device to you free of charge, and at no cost. However, if you would like to use your own Internet Device, at your own cost, you may provide your own Internet Device. Upon termination of the UCS Internet Service for any reason, you are required under this Agreement to return the Internet Access Device to UCS in the same condition in which you received it when UCS originally installed your Internet Service and provided the Internet Access Device to you. UCS affirms and agrees that relative to the UCS provided Internet Access Device normal wear and tear is to be expected. If you choose to provide your own Internet Access Device, it must be fully compliant and in accordance with all use standards determined by UCS. As such you are required to check the UCS Operating System, Equipment and Device Compatibility Policy <https://ucs.net/internet>. When you provide your own Internet Access Device, UCS makes no warranty, that the Internet Access Device you use with the UCS Internet Service will operate with the UCS Internet Service properly, and as intended. Further UCS will have no obligation to you of any kind to maintain, repair, support, install or replace any Internet Access Device that you provide. If you have any issues or questions regarding the Internet Access Device, you provide to use with the UCS Internet Service. You should immediately contact the device manufacturer or the retailer where you purchased the Internet Access Device.

**17.3. Software:** If and when UCS provides any third-party software, to the extent UCS licenses any software to be used in conjunction with the UCS Internet Service, including installation or maintenance tools, the third-party software is being provided to Subscriber with the limited purpose to make operational your use of the UCS Internet Service. You affirm and agree that you will not take part in or, permit anyone located at your Premises or anyone using your Internet Service to copy, decompile, recompile, reverse engineer or to make modifications in support of preparation of any derivative works based on the software, all actions of which are strictly prohibited. You affirm and agree to comply with all terms and conditions of any end user license agreements which come with and are part of any software. Additionally, all such use of the software and any associated licenses shall immediately terminate upon the termination of this Agreement. Upon termination you affirm and agree that you shall destroy all versions and copies of any and all software received by you from UCS or UCS third party affiliates in connection with the use and functionality of the UCS Internet Service. Further you are the sole and responsible party for ensuring compatibility of the UCS Internet Service with any devices you or others may have, including but not limited to all forms of smart home devices.

**17.4. Acceptable Use Policy:** You affirm and agree that you will not use the UCS Internet Service and/or any UCS Service which you receive from UCS in any way that may violate federal, state, local and municipal laws. You will not use the UCS Internet Service for any unlawful purpose, you and others who have access to and/or use your UCS Internet Service shall fully comply with all guidelines, policies, regulations, requirements and terms as set forth in the UCS Acceptable Use Policy, located on the UCS website at [www.ucs.net/internet](http://www.ucs.net/internet). Additionally you affirm and agree that UCS, at its sole discretion has the right to change the UCS Acceptable Use Policy, from time to time, with no notice provided to you by posting updated versions on the UCS website. Please check the UCS website frequently for any changes to the UCS Acceptable Use Policy. You will be able to determine the most recent version when you review the policy and at the bottom of the Acceptable Use Policy the most recent date stamp and version number will be visible. Please also print out the UCS Acceptable Use Policy and retain any such copies for your records. The Acceptable Use Policy is incorporated into this Agreement herein by reference. If you, and/or any user of your UCS Internet Service, fail to abide by any of the terms of the Acceptable

Use Policy, as updated, UCS may halt, cease, suspend, limit, cancel and/or terminate this Agreement and the provision of the Internet Service and/or any other Services UCS provides to you. Additionally, UCS reserves the right to charge you for any direct or indirect costs UCS may incur in connection with your failure to abide by this section or the Acceptable Use Policy. You and other users of the Internet Service should periodically review the Acceptable Use Policy to conform to the most recent version.

**17.5. Multiple Users:** The UCS Internet Service and the UCS Equipment shall be used solely and only by you, the Subscriber, and by members of your immediate household, at your physical Premises who reside with you and/or visit your physical location. You affirm and agree that you are executing (by use of the UCS Services) this Agreement on behalf of all individuals who use the UCS Internet Service, and therefore you have complete and sole responsibility for making sure that all other users of your UCS Internet Service understand, agree to, and remain in compliance at all times with the terms and conditions of this Agreement, the documents incorporated herein by reference and any other stipulations incorporated herein by reference. You further affirm and agree that you are the sole and responsible party liable for any and all breaches of the terms and conditions of this Agreement, whether the breach is the result of use of the UCS Internet Service and/or UCS Equipment, by any other user or by you specifically.

### 17.6. Monitoring the Services, Security and Privacy:

**17.6.1. Theft of Service:** You affirm and agree that any unauthorized receipt of the UCS Service constitutes a definitive theft of service. Theft of Service is in full violation of federal laws and may result in both criminal, civil and or both penalties. Further if the any such violations are purposeful, knowingly undertaken, willful and for either or both private financial gain or commercial advantage any and all such penalties may be increased.

**17.6.2. Responsibility for Content:** You, as Subscriber affirm and agree that the Internet and certain Internet websites or other forums available through the UCS Internet Service may contain information, content, materials and information readily available that may be offensive, and objectionable to some individuals, may violate federal, state or local laws, rules or regulations, or may violate your protected rights or those of others, may be unsuitable for children or may be litigious. UCS assumes no liability or responsibility for this content, information and/ or material. You and/or anyone using your UCS Internet Service that accesses material and content of this type does so at his or her own risk. UCS NOR ANY UCS EMPLOYEES, THIRD PARTY AFFILIATES, AGENTS, SUPPLIERS, DISTRIBUTORS, CONTRACTORS LICENSORS OR ANY UCS CARRIER PARTNERS OR BUSINESS PARTNERS SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY IN ANY MANNER OR WHATSOEVER FOR ANY LOSSES, CLAIMS, ACTIONS, SUITS, DAMAGES, OR ANY PROCEEDINGS WHICH MAY ARISE OUT OF AND OR THAT IS OTHERWISE RELATED TO THE ACCESS OF ANY OF THE FOREMENTIONED MATERIAL OR CONTENT BY YOU OR OTHERS WHEN USING THE UCS INTERNET SERVICE OR ANY UCS SERVICE. Complaints, request for removal of email lists, questions and any other topic regarding material or content of an objectionable nature needs to be addressed by you to the actual material or content provider or owner of a website you may feel is objectionable. You affirm and agree that you may also wish to restrict access to objectionable or sexually explicit material on the Internet by use of blocking software or a parental control software. In the event you install, download and/or subscribe to any of these blocking services and/or purchase third party services to do so, UCS makes no guarantee, representation or warranty regarding the reliability, use and effectiveness of such programs.

**17.6.3. Hacking, Accessing Audio, Video and Eavesdropping:**

The Internet is a public forum and is used by many unknown and known individuals or entities including, but not limited to other individuals who purchase the UCS Internet Service and any other UCS Services. All networks that are made available to anyone and everyone as networks, such as the public Internet, pose many threats and risks to users who do not use or use the UCS Internet Service. Such use of the Internet increases incidents of hacking and possible intrusion to your devices, accessing your audio or video and/or the devices, audio or video of those who use your UCS Internet Service at your Premises. This means entities or persons unknown to you, or possibly in some cases known to you may be able to monitor and/or access your use of the UCS Internet Service. If you store, post, disseminate, or transmit any confidential, sensitive or personal information, you and users of your UCS Internet Service do so at your own and sole risk. Further you agree to bear all risk and liability when you have someone use the UCS Internet Service at your Premises or location. UCS NOR ITS THIRD PARTY AFFILIATES, EMPLOYEES, CONTRACTORS, DIRECTORS SUPPLIERS, OR AGENTS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY IN ANY MANNER AND WHATSOEVER FOR ANY, LOSSES, CLAIMS, DAMAGES ACTIONS, SUITS, OF ANY KIND EITHER RELATING TO, OR ARISING OUT OF SUCH ACTIONS BY YOU. You affirm and agree that there are certain readily available software programs that are commercially available and sold either in a traditional retail setting or sold on the Internet, that make statements and claims that these types of software programs are capable of encryption or creating a situation and instance where you and/or users of your UCS Internet Service can be deemed (when using such software) to be anonymous. UCS makes no guarantee, claim, representation or warranty regarding the effectiveness of some, any and or all of these programs.

**17.6.4. Facilities Allocation:** UCS reserves the right at its sole discretion to determine, on a continual and ongoing basis, the extent and nature of its facilities provisioned and allocated to support the Internet Service, including, without limitation, provisioning the amount of bandwidth to be used, operated and delivered in combination and concurrence with the UCS Internet Service.

**17.6.5. Security:** You, as Subscriber are the sole and responsible party for assuming all measurements, precautions, and other required steps are taken to ensure you protect yourself, the users of the UCS Internet Service at your Premises and your software, equipment, hardware configurations, software configurations, data and files against any and all natural risks which are inherent in the deployment and use of the public Internet. Without limiting this responsibility:

**17.6.5.1. Service Setup:** You, as Subscriber affirm and agree that when using the UCS Internet Service there are certain packages and applications, like an email client or web browser, that use protocols such as, HTTP (Hyper Text Transfer Protocol), HTMP (Hypertext Mark Up Language), FTP (File Transfer Protocol) or other protocols that may be used by other individuals either known and/or unknown to you and unknown to UCS that may try to gain access to your devices, your computer and the operating system(s) on any of these devices you use to access the UCS Service; including all data, files, software and data therein. You are the sole and responsible party for the security of your devices, your computer and operating system or any other equipment you choose to use and operate in conjunction with the UCS Internet Service, including but not limited to software, files or data stored thereon. UCS shall have no responsibility or liability to you and/or any other user of the UCS Internet Services at your Premises whatsoever for any losses, claims, damages, suits, actions, relating to, or arising from the use of any such applications by you, or access by others to your devices, device operating systems, or other equipment which may be in your possession that you use, or the data, software or files installed on such equipment or devices.

**17.6.5.2. File and Print Sharing:** The UCS Internet Service functions in similar ways to that of a Local Area Network (LAN). A Local Area Network is a computer network that interconnects computers within a limited area such as a residence, school, laboratory, university campus or office building and therefore individuals who access the internet in general terms constitute a node on the network. A node is any physical device within a network of other tools that is able to send, receive, or forward information. A personal computer is the most common node. Therefore others may be able to gain access to your devices including but not limited to your computer, your computer's operating system, files, data and any other device or equipment that may be or is connected in some way to your computer and your computer's operating system. Some software readily available on the internet and/or for purchase in a retail store include utilities and capabilities for others to gain access to your computer, computers' operating system, files, data and other equipment which may be connected to software, files and data stored on your equipment, even if and when you are not using the UCS Internet Service. In accordance with common practice industry standards it is advisable that you fully disable, and do not use file and print sharing along with other functionality and capabilities that may permit other users of the general internet to gain access to your devices, tablets, mobile phones, computers, device operating systems, or other equipment which may be in your possession that you use, or the data, software or files installed on such equipment or devices. You affirm and agree that if you use and run these types of applications, you need to take all required steps to implement security measures to attempt to avoid intrusion onto your device. Any inaction or failure by you to adhere to this suggestion is at your sole risk. UCS shall have no responsibility or liability to you and/or any other user of the UCS Internet Services at your Premises whatsoever for any losses, claims, damages, suits, actions, relating to, or arising from access by others to your devices, device operating systems, or other equipment which may be in your possession that you use, or the data, software or files installed on such equipment or devices.

**17.6.5.3. Information Provided To Third Parties:** The UCS Internet Service permits a Subscriber to have access to third parties and third party providers, including but not limited to, online service providers, content providers, retail and wholesale providers who provide retail products, goods and services along with information. You, as Subscriber may be able to access some of the foregoing services, information and goods directly from the UCS Internet Service. However, access to others may only be accessed from the third parties mentioned herein who provide the actual service, good or information. In conjunction with any form of third party access, you may be required to provide your personal information to such third party provider, such as, your name, address, phone number, and credit or debit card information along with other personally identifiable information about you to these third parties. If you so choose to release and furnish Subscriber personal identifiable information to some, any and or all third parties providers or in general terms any third party when using the UCS Internet Service, you affirm and agree that you doing so is not and shall not ever be subject to the privacy provisions stated in this Agreement or UCS' Privacy Policy and Customer Proprietary Network Information Policy as incorporated herein by reference. You are the sole and responsible party for any and all data, including but not limited to any form of encrypted data that is retrieved from, stored on or sent to any server utilized in providing the UCS Internet Service to Subscriber. UCS makes no guarantee, warranty or representation surrounding and related to the integrity or capability of any encryption or any mode of encryption used by UCS, any UCS third party affiliates, provider, or vendors. UCS has no and shall have no responsibility or liability whatsoever for any losses, actions, damages, suits, or claims, relating to, or arising from access by others to your data. You affirm and agree to assume all risk when you provide your personally identifiable information to any third



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party when using the UCS Internet Service.

**17.7. Monitoring and Enforcement of Bandwidth:** You affirm and agree that you will follow all guidelines of use for the UCS Internet Service package you have purchased and now subscribe to, including but not limited to bandwidth, data storage and other limitations that may be modified at the sole discretion of UCS from time to time.

**17.8. E-Mailbox Deactivation/Ownership of Addresses:** You, as Subscriber affirm and agree that if you, and other users at your Premises, who use the UCS Internet Service that have email addresses provided by UCS which are not accessed for a period of one hundred and eighty (180) days, UCS at its sole discretion may deactivate any and or all e-mailboxes. You affirm and agree that UCS also may delete all of the contents of each and/or any given e-mailbox, belonging to you, or users at your Premises who may have e-mailboxes, at that time. After deactivation, UCS has the sole right to reallocate the e-mailbox to another UCS Internet subscriber. You affirm and agree that use of the UCS Internet Service gives you no right, title or ownership in any of the UCS Services you purchase including but not limited to other rights or ownership in any UCS Internet Protocol ("IP") addresses, web addresses and email addresses. UCS at its sole discretion has the right to change, modify, replace and reconfigure the UCS IP address that is temporarily assigned to you when you purchase the UCS Service. Further UCS has the right to deactivate your web address and email address associated with such IP address without notice and is in no way legally required to compensate you for these changes.

**17.9. Speeds Not Guaranteed:** You agree that actual download and upload speeds will vary, at any given time, and from time to time, due to a wide range of factors which include but are not limited to the capacity, specifications, capabilities and parameters of your CPE and also UCS Equipment, the performance of any network equipment along with Internet congestion, whether there is adequate protection you have ensured from unauthorized use, the strength of the Wi-Fi signal at Subscriber's Premises, the demand for the content of the content provider and said content provider's technical capabilities, the distance between the content provider and you, any natural or environmental factors, and any network and management tools deployed and used by UCS. As more fully defined in the UCS Acceptable Use Policy, UCS has and does reserve the full right, at any time, at its sole discretion to protect the UCS network integrity and all resources which support the UCS network, including, but not limited to, UCS third party affiliates, by any means it determines to be proper, including, but not limited to: e-mail scanning, port blocking and e-mail and bandwidth usage limitations. You affirm and agree that you UCS Internet Service is subject to the UCS Acceptable Use Policy and also UCS Network Management Practices Policy as referenced herein and as posted on the UCS website at [www.ucs.net/internet](http://www.ucs.net/internet).

### **18. ADDITIONAL PROVISIONS APPLICABLE TO UCS VOIP CALLING SERVICE.**

**18.1. UCS VoIP Calling Service Provided:** The UCS Voice Over Internet Protocol ("VoIP") calling Service provides a clear voice connection to the Public Switched Telephone Network ("PSTN") using Voice over Internet Protocol. The calls you as the Subscriber of the UCS Service make using the UCS VoIP calling Service are transmitted in whole or in part over the Internet. At the sole discretion of UCS, UCS may offer an array of VoIP calling plan options to you which may include metered, and/or flat rate calling plans, or combinations of flat and metered calling plans. UCS' most current VoIP Services calling plans and packages are listed in the UCS' product description section of the UCS website at [www.ucs.net/internet](http://www.ucs.net/internet), or you can also find out more about UCS calling plans and rates by contacting UCS customer service, or by visiting

your local UCS office. UCS reserves the right now, and/or at any time in the future, to modify, change, repackage or discontinue any UCS VoIP calling plan at any time and with no notice to you. However, if UCS discontinues your existing plan, UCS will make available to you a plan that is similar to the UCS plan which may be discontinued, and you have the right to not accept this plan and cancel or terminate your UCS Service, with no cancellation or termination fee in certain circumstances. However your cancellation or termination of Service under the foregoing circumstances will not relieve your obligation to UCS for any other existing balances, late fees, charges or taxes on your account, and you affirm and agree that you shall pay amounts due prior to termination. If you elect to continue with UCS VoIP Calling Service and elect to take the plan closest to your then or soon to be discontinued plan, and/or any other UCS calling plan, you will be the sole and responsible party to pay for any increases in your plan.

**18.2. UCS VoIP Calling Services Plans and Features.** The UCS VoIP Services may include a wide array of calling features. At the sole discretion of UCS, plan features shall be made available in accordance with the plan you select. Calling features in general terms include, but are not limited to, Calling ID, Three Way Calling, Call Waiting, and Call Forwarding. At the sole discretion of UCS, International calling capabilities may be included in some domestic VoIP calling plans and/or sold either on a per minute metered basis and/or as an individual bundle. Subscriber's CPE including telephones, soft-phones, fax machines, and/or dial up modems access the UCS VoIP Calling Service using the UCS Equipment. You affirm and agree that you are strictly prohibited from selling and/or reselling the UCS VoIP Calling Service, and/or UCS Equipment or attempting to use either for purposes of accessing dialup Internet service to a long distance number, to support international call back, autodialing, extensive or continued call forwarding, telemarketing of any form and in any manner, fax broadcasting, fax blasting, or any usage patterns or calling that is inconsistent with normal call volumes and patterns. At the sole discretion of UCS, if UCS comes to find and/or finds that your UCS VoIP Calling Service and/or the UCS Equipment is being used for some, any and/or all of the foregoing activities, or in the event of an excessive number of minutes of use or calls, UCS reserves the sole and exclusive right to immediately terminate your UCS VoIP Calling Service without notice and/or to immediately assess additional usage charges, and all related taxes, fees and surcharges, for each and every month in which excessive usage occurred. The aforementioned provision falls outside of the UCS one hundred eighty (180) day unbilled usage provision as defined and provided for within Article 4.1 of this Agreement. You affirm and agree that UCS has all rights to set limits, at its sole discretion, on the amount and length of time voice mail messages can be saved under your VoIP calling plan and Service and therefore neither UCS nor any of its affiliated third parties or underlying carriers and providers in any manner or whatsoever will be liable for any lost, erased or non-delivered voicemail messages.

**18.3. Unauthorized Use of UCS VoIP Calling Service:** You, as Subscriber affirm and agree that you shall be responsible and liable for any and/or all fraud and theft of Service as provided in the relevant Articles set forth in this Agreement which may occur at the Premises or at any other location. You affirm and agree that you will immediately notify UCS by either: (i) calling your local UCS location's customer service number during UCS normal business hours 8:00 AM to 5:00 Central Time Monday - Friday and/or by; (ii) written notification, if your UCS VoIP Calling Service has and/or is being compromised, used without your authorization or stolen, or if your UCS provisioned Equipment has been tampered with, intruded upon, compromised or stolen. When you contact UCS in either verbal or written form to inform UCS of any of the foregoing, you must provide your full legal name, your telephone number, your account number, any other information we may request of you, and additionally a detailed description



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surrounding the circumstances attributable of the unauthorized use of your UCS VoIP Calling Service, or the compromises and/or theft made to, and of, your UCS Equipment. You agree that if you fail to notify UCS in a timely manner, or in your verbal and/or written explanation detailing the circumstances of such incident, your UCS VoIP Calling Service may be immediately suspended or terminated without notice and you will be responsible for all incurred charges through the unauthorized use of your UCS VoIP Calling Service.

**18.4. Service Availability:** The UCS VoIP Calling Service is not a traditional land line calling service and Subscriber affirms and agrees that Subscriber will not be able to use the UCS VoIP Calling Service when certain circumstances take place, which include but may not be limited to: (i) if the UCS facilities, systems or network is are not operating in any context; or (ii) if Subscriber loses electrical power, or electrical power to the voice enabled Internet Access Device is disrupted, interrupted, or not readily available and the voice enabled Internet Access Device does not have a working battery backup even if the voice enabled Internet Access Device is provided by UCS. Additionally, Subscriber affirms and agrees that the performance of a battery backup is not guaranteed. If the battery backup does not provide power, the UCS VoIP Calling Service will not function until normal power is restored. Cordless telephones powered by electricity will not function during a power outage, even if the UCS VoIP Calling Service is functioning properly. Subscriber further affirms and agrees that UCS will not and does not support any form of "first choice" precedence restoration of the UCS VoIP Calling Service to any UCS member or UCS customer. Subscriber also affirms and agrees that Subscriber will not be able to use Service in conjunction with any online features of the UCS VoIP Calling Service if, when and as available, when and if Subscriber's Internet connection is interrupted.

**18.5. Fixed Premises Location:** When Subscriber purchases and uses the UCS VoIP Calling Services, if Subscriber does not provide Subscriber's proper Premises address, or if Subscriber moves some, any and/or all of Subscriber's UCS Equipment to another area of Subscriber's Premises, or to a different address location, and if Subscriber fails to inform UCS immediately of any change made by Subscriber or others, the UCS VoIP Calling Service may fail in multiple ways. UCS is not responsible or liable to Subscriber or any other person if Subscriber does not provide UCS with information regarding any such change causing failure of Subscriber's UCS VoIP Calling Service that results in: (i) calls Subscriber makes not being completed; (ii) calls Subscriber makes to 911/E911 not being connected to the proper emergency call centers or agencies; (iii) emergency call centers or agencies being given an incorrect address for Subscriber's call origination point; (iv) the operator at the emergency call center or agency being unable to dispatch aid or assistance to Subscriber and needing to transfer Subscriber's call to the proper emergency call center or agency causing a significant time delay even if emergency services personnel are able to be dispatched and sent to Subscriber's location; and (v) any combination of some, any and/or all of the aforementioned. Therefore, you affirm and agree that you will not alter, modify or move the UCS Equipment associated with the UCS VoIP Calling Service at your Premises, within your Premises or to another address without notifying UCS. UCS may relocate UCS Equipment within Subscriber's Premises for an additional charge, at a time agreeable to you and to UCS upon your request. Any change in service location by you, must be known to UCS prior to such change so UCS can provide you with information on whether the UCS VoIP Calling Services and UCS Equipment is able to be relocated to the area at your Premises or the new address. UCS will also provide you with any costs associated with the movement of the UCS VoIP Calling Services or Equipment. Prior to any such approved and authorized move or change either by UCS or you, UCS will require ten (10) days to update your new UCS VoIP Calling Services' physical location in order for 911/E911 calls to be properly directed and 911/E911 to

perform as required and you agree you shall have then and at all time an alternate means of reaching 911 Emergency Services available to you. If you disconnect, uninstall or tamper with the UCS VoIP Calling Services, you must immediately contact UCS for proper disconnection procedures. If your UCS VoIP Phone Service is improperly disconnected, uninstalled or tampered with the Service and 911/E911 services will not be operable. You affirm and agree as a material term of this Agreement that a VoIP based phone service supporting 911/E911 calling capabilities is not to be relied on in case of an emergency due to the limitations stated herein along with other factors, such as your service being halted, suspended, cancelled and/or terminated by us for nonpayment of Subscriber's UCS invoice.

**18.6. Battery Back-Up, Power Source and Uninterruptable Power Supply:** The UCS VoIP Calling Service is a VoIP based Service and is not a traditional land line service with a separate phone jack or wall socket with a separate line or Plain Old Telephone Line ("POTS"). The UCS VoIP Calling Service does not have its own power supply or source and the Service will fail and will not work unless the UCS Equipment is connected to an active wall socket or power supply provided by Subscriber. At its sole discretion, in the event of a power outage or power failure, UCS may make available for purchase backup batteries to supply power for a specific period. Subscriber affirms and agrees that if Subscriber purchases a battery back up from UCS and continues to use Subscriber's UCS Internet Service during a given power outage, the battery backup Subscriber purchases from UCS will decrease the overall battery life. Further, if and when UCS Equipment is connected to a battery backup Subscriber may be able to use the UCS VoIP Calling Service on a limited basis, or additionally the UCS VoIP Calling Service may not function or work although Subscriber can access Subscriber's UCS Internet Service and is connected to the Internet. Having a battery backup available for use does not guarantee use of the VoIP Calling Service. In the case where Subscriber has provided a backup battery during a power outage, to provide service to Subscriber Premises and that battery backup is equipped with and connected to a capable Internet Access Device, Subscriber's UCS Service may remain available if the UCS network remains available. The length of time that the UCS VoIP Calling Service is available to Subscriber throughout a power outage will depend on a number of factors: (i) the age and condition of the backup battery; (ii) the battery is properly installed and connected to the Internet Access Device and remains so; and (iii) Subscriber limits the amount of Subscriber's call usage, and the use of the UCS VoIP Calling Service, Internet Access Device's power is being drawn from the battery. Subscriber affirms and agrees that: (i) there are no warranties, promises or guarantees that UCS makes regarding the performance of the battery; and, (ii) Subscriber will not be able to use the UCS VoIP Calling Service if the Internet Access Device's electrical power is interrupted and the Internet Access Device does not have a functioning battery backup. Cordless phones and handsets or other forms of calling device equipment connected to a telephone line, TDD device or electronic printer that use and draw on power from Subscriber's Premises cannot be charged by a backup battery connected to an Internet Access Device. If and when a power failure does occur and has been rectified, Subscriber may be required to restart, reset or reprogram Subscriber's personal devices and equipment along with Subscriber's UCS Equipment in order to use the UCS VoIP Calling Service. NOTWITHSTANDING THE FOREGOING, OR IN TIMES OF A FORCE MAJEURE EVENT, WHICH MAY INCLUDE A POWER OUTAGE OR FOR ANY OTHER REASON AND/OR THE NETWORK INFRASTRUCTURE, CABLE NETWORKS, OR FACILITIES OF UCS BEING IMPACTED ADVERSELY, OR IF UCS PLATFORMS ARE NOT OPERATING PROPERLY OR DO NOT OPERATE, THE UCS VOIP CALLING SERVICE WILL NOT BE AVAILABLE AND THERE WILL BE NO MEANS OR ABILITY TO ACCESS 911 EMERGENCY SERVICES, SECURITY AND ALARM SERVICES. FURTHER SUBSCRIBER'S



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UCS INTERNET OR VOIP CALLING SERVICE SHOULD NOT BE USED FOR THE SPECIFIC PURPOSE OF MONITORING OR ENABLEMENT OF ANY MEDICAL DEVICES OR ANY MEDICAL SERVICES. UCS HAS NO RESPONSIBILITY TO SUBSCRIBER AND WILL NOT BE LIABLE IN ANY MANNER OR RESPECT TO SUBSCRIBER, OR OTHERS AT SUBSCRIBER PREMISES FOR ANY LOSSES OR DAMAGES WHICH OCCUR OR ARISE AS A RESULT OF THE INOPERABILITY, LACK OF USE AND VULNERABILITY OF THE UCS VOIP CALLING SERVICE.

**18.7. Subscriber Obligation to Provide Peripheral Residential Voice Equipment:** When using the UCS VoIP Calling Service, Subscriber must provide or be able to provide certain Customer Premises Equipment ("CPE") to use the Service fully, which includes a telephone handset or a handset equivalent, inside telephone wiring, outlets, electrical outlets, and a battery backup. As part of the UCS Voice Calling Service, UCS does not sell, lease or rent any subscriber equipment to be installed or used with as part of the UCS VoIP Calling Service. Subscriber warrants that Subscriber owns, has the right to use or will purchase any and or all equipment for Subscriber Premises which are required to use and make useable the UCS VoIP Calling Service. UCS is under no obligation of any kind to maintain, support, install, configure, reconfigure, or provide technical support and service for any CPE that Subscriber provides. UCS does not warrant, and makes no representation of any kind that that any manufacturer or brand CPE, including but not limited to computers, handsets, data terminals, tablets, home security and alarm systems will activate the UCS VoIP Calling Service and/or function properly any, some or all of the time with the UCS Services or UCS Equipment.

### **18.8. Transfer of Phone Number (Number Porting):**

**18.8.1. Porting a Number from Subscriber's Current Provider to UCS (Port In):** If and when you, as the Subscriber want to move your existing phone number that you have with a different provider ("number porting") to a UCS VoIP Calling Service, in order to make local, long distance or international calls, UCS requires you to fill out a Letter of Agency ("LOA") or Port Authorization Form. UCS will provide this form to you and you must fill it out completely and follow the specific guidelines in accordance with the UCS Number Porting Policy which is incorporated herein by reference. The UCS LOA authorizes UCS to request, from our underlying carrier to move your existing number moved from your current service provider to the UCS platform. Once you have submitted the LOA to UCS, UCS will take the necessary steps to move your existing number to the UCS platform. You affirm and agree that until such time your number is successfully ported, you will not suspend, cancel or terminate your account with your existing provider or you will lose the ability to port your number, lose your number or your phone service, and the associated phone number will become inoperable. Until such time UCS notifies you that your phone number has been successfully ported from your existing provider you should not alter your existing service in any way. You affirm and agree that on the specific date your existing phone number is ported from your existing provider to the UCS platform, you will have purchased and have had UCS install the UCS Equipment and the UCS VoIP Calling Service to avoid any disruption or interruption in service. On the date your service is operational you will no longer receive service from that provider, or the account you had with the existing provider. Number porting functionality, frequently known as Local Number Portability ("LNP") may not be available in your area and at the time you are requesting that UCS move your number to the UCS platform. Therefore UCS makes no representation, guarantee or warranty of any kind that you will be able to keep, port or transfer Subscriber's existing number. Once your number is successfully ported your number will serve as your primary number associated with your UCS VoIP Calling Services Plan. You affirm and agree that you will abide by all guidelines and regulations as specified in the UCS Number Porting Policy which is

incorporated herein by reference.

**18.8.2. New Phone Number Assignment:** If for whatever reason you are unable to port your existing phone number to UCS and/or you require a new one to be issued, UCS will issue a new primary phone number to you at the time of purchase or anytime thereafter. You are unable to select any number you wish and UCS has the right to assign you a new phone number at the sole discretion of UCS and based on the address of your Premises. You affirm and agree that once UCS assigns you a new phone number that is tied to your Premises, you may not be able to request, either directly after or at any time in the future, that UCS issue you a replacement number, unless your request for a number change relates to stalking or criminal activity which may be perpetrated upon you by another individual, bullying or harassment, with such change effectuated at the sole discretion of UCS.

**18.8.3. Porting Subscriber Telephone Number from UCS to a Different Service Provider (Port Out):** If UCS suspends, cancels or terminates your UCS VoIP Calling Service for any reason you may not be able to port your number because your number will be inactive. If you choose to cancel or terminate your UCS VoIP Calling Service and want to move your phone number to a new service provider, you must place the request to port out your number from the UCS Platform to the new service provider you will be moving to, and not UCS. In compliance with Federal Communications Commission regulations ("FCC") you have the right to make such port out request to your new service provider, even if you may have a current, outstanding and/or accrued account balance with UCS. In such case you affirm and agree that UCS is able to exercise its right to collect any unpaid balance or monies which may be accrued and owed by you though the collections provision herein this Agreement. You affirm and agree that subject to the nature of the number port, your new service provider and other factors, UCS may not be able to port your number successfully to your new service provider, including, without limitation if: (i) your new service provider does not provide UCS with a full, complete and accurate port request; (ii) your new service provider is not able to accept delivery of your phone number from UCS or it delays or attempts to charge UCS for the port out request; (iii) Local Number Portability prevents UCS from a successful number port out to your new service provider; (iv) the number port request made to UCS by your new provider, at the sole discretion of UCS may be in violation of any federal, state or local law, rule or regulation and/or may violate the UCS' guidelines or policies.

**18.9 Ownership of UCS Telephone Numbers and IP Addresses.** Subscriber affirms and agrees that the use of the UCS Services does not give or entitle Subscriber to any rights or title of ownership to any telephone numbers that are issued to Subscriber by UCS as defined in subsection 18.8.2, and no other ownership rights or title to any Internet Protocol ("IP") addresses, email addresses, web pages UCS issued to Subscriber, or created by Subscriber from services provisioned for Subscriber's use by UCS.

**18.10 Medical Monitoring, Alarm and Security Systems and Other Non-Voice Communications Equipment:** By your use of the UCS VoIP Calling Service, your affirmations and agreements to all the terms and conditions with this Agreement, and the documents incorporated herein by reference, you further affirm and agree to waive any and/or all claims that you may make against UCS, UCS' third party affiliates, carrier partners, providers and vendors in connection with your UCS VoIP Calling Service and UCS Equipment, in the event of any (i) failure, intrusion, intervention, interference, interruption or disruption of to any alarm, home security detection system, any form of protection network system Subscriber has installed on Subscriber's Premises and any and/or all electronic or communications equipment due to your UCS VoIP Calling Service and UCS Equipment. You affirm and agree that due to a force majeure



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event and/or any other similar event which may affect the UCS VoIP Calling Service, Service will not be: (i) available; (ii) usable; (iii) reliable; (iv) have full connectivity; and/or (v) or be compatible with any or all auxiliary or supporting services and systems, including, but not limited to, residential security systems or alarm systems. Individual fire alarms and/or home fire alarm systems, 911/E-911 calling, or other emergency or medical monitoring devices will not function related to the aforementioned circumstances. Use of the UCS VoIP Calling Service and UCS Internet Service and UCS Equipment used by you in conjunction with a Medical Monitoring or Medical Life Saving device is strictly prohibited. As such if UCS comes to find or finds you are using the UCS Service for any medical capacity, UCS has the right to immediately terminate your UCS Service and shall not be responsible or liable to you in any manner whatsoever. Additionally, your decision to use the UCS VoIP Calling Service and the UCS Service with other emergency notification operations systems, particular fire panel alarms, or other like and similar systems, may not be compliant with and may violate federal, state or local laws, regulations, guidelines or codes as such products may be expired or have lost certifications by government and regulatory agencies. Your decision to use or attempt to use ancillary systems and services that are referenced in the aforementioned in conjunction with the UCS VoIP Calling Service is strictly and solely your decision and is at your own risk. UCS, UCS third party affiliates, carrier partners, vendors and providers shall not be responsible or liable to Subscriber in any way, whatsoever for any potential or actual damages that result from any failure, non-operation, or non-compliance which may result in damages to Subscriber, Subscriber's Premises, or individuals at Subscriber Premises when using or attempting to use such ancillary systems or services. SUBSCRIBER AFFIRMS AND AGREES THAT NEITHER UCS, UCS THIRD PARTY AFFILIATES, UCS CARRIER PARTNERS, VENDORS AND SUPPLIERS WILL BE RESPONSIBLE OR LIABLE AND SUBSCRIBER SHALL HOLD HARMLESS, AND INDEMNIFY UCS AND ALL RELATED UCS AFFILIATES FOR THE INABILITY TO DIAL AND CONNECT WITH 911/E911, ANY SERVICE OUTAGE, THE INABILITY TO USE ANY FIRE PANEL ALARMS WHICH SUBSCRIBER MAY HAVE INSTALLED ON SUBSCRIBER'S PREMISES AND/OR THE FAILURE TO GET CONNECTED TO ANY EMERGENCY SERVICE PERSONNEL, AN EMERGENCY SERVICES CENTER, OR THE FAILURE TO CONTACT ANY LEGAL AUTHORITIES FOR ANY FORM OF AID WHEN USING THE UCS VOIP CALLING SERVICE. SUBSCRIBER AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND UCS AND ITS DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, MANAGERS, AGENTS, REPRESENTATIVES, AND CONTRACTORS, AND ANY OR ALL UCS THIRD PARTY AFFILIATES, AND ITS AFFILIATES, DIRECTORS, MEMBERS, OFFICERS, EMPLOYEES, MANAGERS, AGENTS, REPRESENTATIVES, AND CONTRACTORS FROM ANY AND OR ALL CLAIMS, SUITS, ACTIONS, DAMAGES, JUDGMENTS, LOSSES, DEMANDS, OR PENALTIES, AND ANY EXPENSES OR COSTS THAT ARE ASSOCIATED THEREWITH (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, CERTIFIED EXPERT FEES AND COSTS) BY, AND OR ON BEHALF OF, SUBSCRIBER OR ANY THIRD PARTY OR USER OF THE UCS VOIP CALLING SERVICE RELATING TO THE FAILURE, NON USE, NON-COMPLIANCE OR OUTAGE OF THE UCS VOIP CALLING SERVICE, INCLUDING THOSE RELATED TO 911/E911 OR OTHER EMERGENCY NOTIFICATION/RESPONSE SERVICES, EMERGENCY SERVICE CENTERS OR PROFESSIONAL LAW ENFORCEMENT AGENCIES.

**18.11 Operator Assistance, Directory Assistance Collect Calls, Third Party Calls, 900 or 976 Calling:** When using your UCS VoIP Calling Service, operator services will not be available for use. When using your UCS VoIP Calling Service you will be able to dial Directory Assistance Service, this Service will be charged to you at an additional

charge of which rate is not provided in any UCS calling plan. You shall be charged for all calls to Directly Assistance at the then current UCS rate that will not exceed \$3.00 per call. When using your UCS VoIP Calling Service you may, but you will not always will be able to accept or make collect calls or third party calls if you are able to receive or make such calls by using your UCS VoIP Calling Service. Collect calls and person to person calls are independent third party charges and higher rate per minute costs associated with incoming or outgoing collect calls you or someone at your Premises may make. Such increased rate per minute calls and third party charges will be charged to you, and you shall pay as invoiced by UCS and/or any third party providers. The UCS VoIP Calling Service is unable to be used to place 900/976 or other pay-per-call services.

**18.12 Automated Number Identification (ANI):** Your UCS VoIP Calling Services may have certain features as part of your UCS Calling Plan that include, but are not limited to, call forwarding, find me/follow me, do not disturb, or other features programmed for use. If some, any and or all additional features are in use at the time, and you make or place a 911 call, but your 911 call is interrupted, the Emergency Services operator or dispatcher may not be able to call you back at the phone from which you dialed the call. Most Emergency Response Systems are or may not be technically capable of either receiving and/or forwarding Subscriber's call routing information properly. Therefore Emergency Services operators and dispatchers will not be able to identify your phone number in order to call you back if your call is interrupted, dropped, disconnected, not completed, disconnected, or if you are unable to communicate with the Emergency Services operator or dispatcher. Even if you are able to provide your phone number, or your address and/or if the UCS VoIP Calling Service is not operational for any reason due to a disruption caused by a calling plan feature that may interrupt or effect a 911 call, your affirmation and agreement under the applicable Articles and Subsections of the indemnification provisions shall apply along with all other relevant Articles and Subsections as provided for herein this Agreement to protect and preserve UCS from any liability.

**18.13 Caller ID (CNAM):** CNAM is an acronym which stands for Caller ID Name. When phone calls are made, there are usually two user-facing identifiable pieces of information: a phone number and a Caller ID Name (usually a 15-character string). CNAM can be used to display the calling party's name alongside the phone number, to help users easily identify a caller. For an additional charge, UCS provides CNAM Service to the Subscriber.

**18.14 TTY Or TDD Equipment for Persons with Disabilities:** TTY (TeleTYpe), TDD (Telecommunications Device for the Deaf), and TT (Text Telephone) are acronyms that are used interchangeably to refer to any type of text-based telecommunications equipment used by a person who does not have enough functional hearing to understand speech, even with some form of amplification. UCS makes no warranty or guarantee that the UCS VoIP Calling Service and/or UCS Equipment is compatible, or may not be fully compatible with some, any and/or all types of TDD or TTY devices. UCS, UCS affiliated third parties, vendors, providers and suppliers, carrier partners and vendors shall not be responsible, or liable in any manner whatsoever in the event CPE and the functionality of CPE TTY or TDD devices and equipment which Subscriber owns that may or may not be compatible with the UCS VoIP Calling Service, including, without limitation 911/E911 services compatible with any TDD/TTY devices.

**18.15 Account Suspension, Cancellation and Termination by UCS:** You affirm and agree that all UCS VoIP Calling Services, and without limitation 911/E911, along with all other features and functionality of your UCS VoIP Calling Service and selected plan will no longer function and will be fully and completely disabled if UCS cancels or terminates your account.



**19. UCS DOCUMENTS INCORPORATED BY REFERENCE. DOCUMENTS INCORPORATED HEREIN BY REFERENCE MEAN DOCUMENTS INCLUDED AND REFERENCED IN THIS AGREEMENT AND OTHER UCS POLICY PROGRAM, PROCESS, POLICY AND GOVERNING DOCUMENTS WHICH HERE NOW BECOME INCORPORATED INTO THIS AGREEMENT.**

**19.1. Acceptable Use Policy (AUP).** The UCS AUP fully describes the way in which the Subscriber can use the UCS Services and also the website. This policy also describes what will happen if and when a Subscriber violates this policy and the UCS acceptable use standards and therefore the actions that may be taken by UCS.

**19.2. Privacy Policy.** The UCS Privacy Policy fully describes the UCS policy and how UCS takes steps to protect our Subscribers' privacy.

**19.3. E911 Services Disclaimer.** The UCS E911 Services Disclaimer fully describes all the attributes and characteristics of how 911 calling may or may not work when a Subscriber is using a VoIP based calling service to call 911.

**19.4. Customer Proprietary Network Information (CPNI).** The UCS CPNI policy fully describes what Customer Proprietary Confidential Information is, how UCS and/or the UCS third party affiliates may contact Subscriber, and when, how and under what circumstances UCS can release a Subscriber's information.

**19.5. Number Porting Guidelines and Policy.** The UCS Number Port Guidelines and Policy fully describes the guidelines, policies and procedures of number porting in relationship to the UCS VoIP Calling Service.

**19.6. General Website Terms and Conditions of Use.** The UCS General Website Terms and Conditions of Use policy fully describes how a Subscriber or visitor to the UCS website use the UCS website in general terms and what rights and recourse UCS has in the event a site visitor or Subscriber is not in compliance with UCS guidelines.

**19.7. UCS Operating System, Equipment and Device Compatibility Policy.** The UCS Device and Equipment Compatibility Policy fully defines the guidelines and parameters under which the UCS Services will operate on and the minimum technical standards under which the Subscriber is required to support to use the UCS Services.