



## **White River Technologies, LLC d/b/a White River Connect**

### **Services Catalog**

#### Including:

Acceptable Use Policy  
Battery Backup Notice  
Copyright Infringement Policy  
Data Privacy Policy  
E911 VoIP Disclosure  
Network Management Policy

**February 13, 2024**

# Services Terms and Conditions

## IDENTIFICATION OF SERVICES INCLUDED

These terms and conditions govern all services provided by White River Technologies, LLC d/b/a White River Connect (“Connect”). Additional and/or commercial services provided on a case-by-case basis shall be governed by the General Terms and Conditions herein in addition to any and all service-specific agreements and/or order forms.

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## Part 1 – GENERAL TERMS AND CONDITIONS

### OVERVIEW OF SERVICE CATALOG

These Terms and Conditions and (where applicable) the following additional documents (collectively, “Service Catalog”) shall apply to all products and services Connect provides to customers (“Services”):

Pricing Schedules. A “Pricing Schedule” means a service price sheet or similar pricing schedule or other documents that can be found at [www.whiteriverconnect.com/pricing](http://www.whiteriverconnect.com/pricing) or that is later executed by the parties and references these Terms and Conditions. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable), the pricing term (if applicable) and may contain or incorporate by reference other service-specific terms and conditions.

Policies. A “Policy” means a Company policy that applies in accordance with its terms to any Service or Service capability within its scope, as may be modified by Connect from time-to-time. Connect’s policies include the following:

- Connect’s **Acceptable Use Policy** referenced in Part 3 of these Terms and Conditions.
- Connect’s **Battery Backup Policy** referenced in Part 3 of these Terms and Conditions.
- Connect’s **Copyright Protection Policy** regarding copyright infringement and infringement notices, referenced in Part 3 of these Terms and Conditions.
- Connect’s **Data Privacy Policy** referenced in Part 3 of these Terms and Conditions.
- Connect’s **E911 VOIP Disclosure** relating to IP-enabled 911 Services referenced in Part 3 of these Terms and Conditions.
- Connect’s **Network Management Policy** referenced in Part 3 of these Terms and Conditions.

Service Contracts. “Service Contracts” means service orders, service contracts, service level agreements, service-specific terms and conditions, and similar documents signed by or provided to the customer containing specific descriptions, pricing, and other terms and conditions for products, services, or service components

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that are not covered by these Terms and Conditions or that are in addition to or different from these Terms and Conditions.

### PRIORITY OF SERVICE PUBLICATIONS

The order of priority of Connect's Service Catalog is:

- a. For prices: The applicable Pricing Schedule found at (a) Connect's website [www.whiteriverconnect.com/pricing](http://www.whiteriverconnect.com/pricing) (b) any service agreement signed by the customer.
- b. For Terms and Conditions: Any applicable Service Contract, Connect's Bylaws, Policies, and these Terms and Conditions; provided that for any regulated Services a rule may be first in priority in any jurisdiction where the applicable law or regulation does not permit contract terms to take precedence over inconsistent terms and conditions.

If a conflict exists among provisions of Connect's Service Catalog, such conflicts will be resolved in accordance with the preceding order of priority; provided that specific terms will control over general provisions and negotiated or added terms, conditions, or pricing will control over standardized, published, or non-negotiated terms, conditions, and pricing.

### CHANGES TO SERVICE CATALOG

Unless otherwise provided in your Service Catalog, Connect may revise its Service Catalog at any time and will post such updates on its website. If Connect revises a Service Publication, the revision has a materially adverse impact on the customer and Connect does not implement revisions that remedy such materially adverse impact within 30 days after receipt of notice from customer, then customer may, as customer's sole remedy, elect to terminate the affected service or service components as provided in Part 1, Section 1.7. If Customer does not timely provide notice to Connect of a materially adverse impact of a Service Publication revision, then Customer shall be deemed to have expressly accepted such revision.

#### 1.1 APPLICATION OF TERMS

The General Terms and Conditions set forth in Part 1 of this Service Catalog apply to all products and Services Connect provides customer pursuant to this Service Catalog and shall continue in effect so long as Services are provided under this Service Catalog. To the extent applicable to any Service, Services are also subject to the service-specific terms and conditions set forth in other Parts of this Service Catalog.

In the event of any conflict between these General Terms and Conditions and the service-specific terms and conditions set forth in other Parts of this Service Catalog, the service-specific terms and conditions shall control.

#### 1.2 OBLIGATION AND LIABILITY OF CONNECT

1. Availability of Facilities. Connect's obligation to furnish Services is dependent and conditioned upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights for such facilities, except as provided for in 1.4 (7) Construction Charges.
2. Allowance for Failure of Service. Connect does not guarantee uninterrupted Service or performance of equipment. In the case Service is interrupted other than by the negligence or willful act of the customer, an adjustment may be made in the amount of the charges for that portion of the Service that was interrupted. An adjustment shall apply only if the interruption continues beyond a twenty-four

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(24) hour period from the initial interruption and notification to Connect. Adjustments will be made only in the form of a bill credit. Connect shall bear no other liability or obligation to Customer for Service interruption.

3. Transmitting Messages – Security. Connect does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to these Terms and Conditions. Access to and use of any information or data obtained by customer or any user via use of Service is at the customer or user's own risk, and Connect is not responsible for the accuracy, reliability, or security of such information. Connect makes no attempt to verify accurate receipt of any messages and Connect is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, Service interruptions, or other similar losses. CONNECT MAKES NO REPRESENTATIONS, WARRANTIES, OR ASSURANCES REGARDING THE SECURITY OF ANY SYSTEM OR NETWORK, OR THE PROTECTION OR PRIVACY OF EMAIL, OR OTHER INFORMATION TRANSFERRED OR COMMUNICATED THROUGH THE INTERNET OR ANY OTHER SYSTEM OR NETWORK. CONNECT SHALL NOT BE LIABLE FOR ANY BREACH OF SECURITY ARISING FROM OR IN CONNECTION WITH A CUSTOMER'S OR USER'S USE OF SERVICE OR CONNECT'S NETWORK.
4. Use of Connecting Company Facilities. The facilities of other companies may be used in establishing connections to points not reached by this Company's facilities. In establishing connections with the facilities of other companies, Connect does not assume any liability for any action of the connecting company.
5. Defacement or Damage to Customer Property. Connect and its authorized contractors shall exercise reasonable care in all work performed on a customer's property. No liability shall attach to Connect by reason of, or by any actions or inactions of an authorized contractor, or for any defacement, damage, or harm to the customer's property resulting from the existence of Connect's instruments, equipment, facility installations, apparatus, and/or associated wiring on such property, or by the installation or removal thereof, unless such defacement or damage is the result of the gross negligence of Connect, or its employees. Notwithstanding the foregoing, the customer acknowledges and agrees Connect is not liable for any acts or omissions of its authorized contractors who shall remain liable for their respective work upon customer's property.
6. Limitation of Liability. Connect shall not be liable for any damages arising out of or relating to:
  - a) Service defects, service levels, delays, or any service error or interruption, including interruptions or failed 911 or other emergency response calls or any other calls or transmissions (except for credits explicitly set forth in this Service Catalog).
  - b) Interoperability, access, or interconnection of the Services with applications, data, equipment, services, content, or networks provided by customer or third parties.
  - c) Lost or altered messages or transmissions.
  - d) Unauthorized access to or theft, alteration, loss, or destruction of customers' (or its affiliates', users' or third parties') applications, content, data, programs, information, networks, or systems.

- e) Equipment, network or facility maintenance, upgrades, modifications, or relocations.
- f) Any loss, damage, failure, or impairment of Service in connection with customer premise equipment and wiring.
- g) Force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism, epidemic, pandemic, work stoppage, supply chain issues, civil commotion, blockade, revolution, insurrection, mobilization, strike, labor trouble, any labor, material, or transportation shortage or curtailment, government regulation, government actions, or any other event that prevents Connect from performance of its Services that is outside of Connect's control.
- h) Service, equipment, network, or facility failure caused by the loss of electric power.
- i) Service, equipment, network, or facility failure caused by the negligent or more culpable acts or omissions by customer (or its affiliates, users, or third parties).
- j) Acts of Connect's authorized contractors.

Further, Customer indemnifies and holds Connect harmless from and against all claims for libel, slander, and/or infringement of patents arising from combining or interconnection of customer's equipment and wiring with the facilities, network, and equipment of Connect.

TO THE EXTENT PERMITTED BY LAW, CONNECT'S TOTAL LIABILITY FOR ANY CUSTOMER CLAIM SHALL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO CONNECT DURING THE APPLICABLE SERVICE PERIOD COMMENCING AS OF THE DATE CONNECT RECEIVES ACTUAL NOTICE OF A QUALIFIED OCCURRENCE RESULTING IN ANY ERROR, INTERRUPTION, DEFECT, OR FAILURE AND THE DATE SUCH EVENT IS CORRECTED; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL SUCH PERIOD OF TIME EXCEED A PERIOD OF 90 DAYS TO THE EXTENT NOT OTHERWISE PROHIBITED BY LAW. CONNECT SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED BY WAY OF BREACH OF CONTRACT, NEGLIGENCE, TORT, OR OTHERWISE, AND WHETHER OR NOT CONNECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 1.3 ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit. Connect is not obligated to provide Service to any individual or firm that owes for Services previously rendered by Connect at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to Connect. Applicants for Service may be required to pay in advance of installation, the service connection, installation and/or construction charges, and any recurring charges to be assessed on the first monthly bill statement. In order to ensure the payment of all charges due for its Service, Connect may require any customer to establish and maintain credit in one or more of the following ways:
  - a. By authorizing a commercial credit check by Connect.<sup>1</sup>
  - b. By furnishing credit references acceptable to Connect.
  - c. By means of a cash deposit.

<sup>1</sup> Companies who make use of commercial credit checks may incur reporting obligations under Red Flag Privacy reporting rules.

- d. By advanced payment of service connection, installation, construction,

and first monthly recurring Service charges.

- e. By providing a co-signor with guaranty of payment for Services

2. Amount of Deposits

- a. Connect may require a deposit to establish Service.
- b. Unless otherwise provided by law, the amount of deposit required shall not be more than the maximum charge for two (2) months' Service or as may be required by Connect in cases involving Service for short periods or special occasions. Connect may require the customer to increase the amount of the deposit at any time, if the charges billed against the customer are found to warrant such an increase. Connect shall be entitled to any and all interest earned on any customer deposit(s) held.
- c. Connect will maintain records which show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Unclaimed deposits shall belong to Connect unless otherwise required by law.
- d. Upon customer request, a receipt of deposit will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipt if the deposit is substantiated by Connect records.

3. Deposits and Collection Practices. The fact that a deposit has been made in no way relieves the applicant or customer from complying with Connect's regulations as to advance payments and the prompt payment of bills; nor constitutes a waiver or modification of the regular practices of Connect providing for the discontinuance of Service for non-payment of sums due Connect for Services rendered. Connect may discontinue Services to any customer failing to pay current bills regardless of the fact that such customer has made a deposit with Connect to secure payment of such bills or has furnished Connect with a guarantee in writing for such bills.

4. Deposit Refunds

- a. The deposit shall be credited to the customer after not more than twelve (12) consecutive months of prompt payment, unless Connect has documented information which indicates the deposit is reasonably necessary to insure payment.

5. Criteria for Procurement of Deposits. Connect will use the following criteria to determine whether to request a deposit:

- a. False credit information
- b. Unsatisfactory credit history
- c. Prior customer history for payment of past Services
- d. Requests for special construction or equipment.

## 1.4 ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service. Applications for Service may be made orally, electronically, or in writing. These applications become contracts upon the establishment of the Services. In addition to any required deposit, applicable recurring charges will appear on the first monthly bill statement, and non-recurring Service and construction charges may also be required in advance. The terms and conditions specified for such contracts are subject to these Terms and Conditions as applicable to the Service to be furnished. Any change to these Terms and Conditions shall act as a modification of the contract to that extent, without further notice.



2. Customer Communications.

- a) **SMS Messaging Service:** By providing a mobile number, customers agree to receive SMS messages from Connect about their account, services, appointments, promotions, and general communication. Message and data rates may apply.
- b) **Message Frequency:** The customer will get more than one message from Connect unless they opt-out, and while messaging frequency varies, they will likely receive up to 4 messages per month. Connect reserves the right to alter the frequency of messages at any time to increase or decrease the total number of messages. Connect and carriers are not liable for delays or undelivered messages.
- c) **Message and Data Rates:** Message and data rates may apply based on the customers' mobile carrier terms.
- d) **Privacy Policy:** The customer's information will be handled in accordance with our Privacy Policy. [Legal Information | White River Connect](#)
- e) **Cancellation/Opt-Out Instructions:** Customer can opt out of receiving SMS messages at any time by replying "STOP" to any message Connect sends. After the customer opts out of the text messaging, they will receive one additional message confirming their request had been processed.
- f) **Help/Customer Support:** Reply "HELP" for customer support or call Connect at (855)318-2628.
- g) **Liability:** Connect is not responsible for any charges, errors, or delays in SMS delivery or undelivered messages caused by the customer's carrier or third-party service provider.

3. Access Rights. Customer will in a timely manner allow Connect access as reasonably required for the Services to property and equipment that customer controls and will obtain at customer's expense timely access for Connect as reasonably required for the Services to property controlled by third parties such as customer's landlord. Connect will coordinate with and, except in an emergency, obtain customer's consent to enter upon customer's property and premises, which consent shall not be unreasonably withheld. Access rights include right to construct, install, repair, maintain, replace, and remove equipment and/or facilities (including access lines and network facilities) and the right to use ancillary equipment space outside or within a building for customer's connection to Connect's network. Except as otherwise agreed by Connect, the customer must furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items as Connect reasonably requires for the Services and will obtain any necessary licenses, permits, and consents (including easements and rights-of-way). Customer must provide Connect timely information and access to customer's facilities and equipment as Connect reasonably requires for the Services, according to a mutually agreed schedule.

4. Safe Working Environment. Customer will ensure that the location at which Connect installs, maintains, or provides Services is a safe working environment, free of Hazardous Materials, or unsafe conditions, free of interference from persons or pets, and reasonably suitable for the Services. For purposes of the preceding, "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or for which use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, to protection of air, water or soil, or to health and safety. Customer will ensure that all animals, poultry, and livestock at the location are properly restrained prior to Connect's entry. Customer will also ensure that the working environment is free from obstructions, hazards, and interference. Connect shall have no obligation to perform work at a location that is not a suitable and safe

working environment or to handle, remove, or dispose of Hazardous Materials.

5. Alterations. The customer agrees to notify Connect promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in Connect's facilities. The customer agrees to pay Connect's charges for such changes.
6. Maintenance and Repairs. All expenses of maintenance and repair of Services or facilities provided by Connect will be borne by Connect. The customer will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of Connect's facilities or equipment not otherwise due to customer's normal use. Customer may not rearrange, disconnect, remove, or permit others to rearrange, disconnect, or remove any Company owned facility or equipment installed by Connect unless expressly provided elsewhere in these Terms and Conditions.
7. Unusual Installation Costs. Where special requirements of the customer involve unusual construction or installation, the customer may be required to pay additional costs as provided elsewhere in these Terms and Conditions.
8. Construction Charges.
  - a. Connect may assess construction charges for facilities and equipment beyond customary installation.
  - b. Connect may assess construction charges to the appropriate party which may include, but is not limited to, the Service applicant, property owner, or land developer.
  - c. Construction charges may include all costs associated with the installation of facilities, including but not limited to, engineering, labor, legal, material, right-of-way, and contractor costs.
  - d. Full payment of construction charges is required prior to the commencement of the work.
  - e. The party paying the construction charges does not obtain any rights of ownership or any other rights pertaining to facilities, materials, or equipment installed by Connect. All such installed items shall remain under Connect's exclusive control.
  - f. Types of Network Additions governed by construction charges may include, but are not limited to:
    - 1) Line Extensions
    - 2) Temporary or Speculative additions
    - 3) Special Type or Request
    - 4) Real Estate Developments and Subdivisions
    - 5) Multi-Dwelling Units or Apartment Complexes
9. Installation and Service Charges
  - a. Service charges for Services apply to establish connection, move, or change each individual service and facilities according to the components of work required.
  - b. Connect may allow service charges for bundled Services that are lower than the sum of the individual service charges for each respective Service.
  - c. Service Charges are in addition to the other applicable rates and charges located in other parts of these Terms & Conditions, including Construction Charges.
  - d. Service Charges **do apply** for:
    - 1) Establishing Service at the customer's request.

- 2) Moving Service from one premise to another at the customer's request.
  - 3) Changes of Service type, features, etc. at the customer's request.
  - 4) Rearrangement or relocation of facilities or equipment at the customer's request.
  - 5) Reconnecting a Service after disconnection for non-payment.
  - 6) Service check charges for visits to customer premises when the Service trouble is determined to be caused by the customer premise equipment and wiring or customer-side actions or inactions.
- e. Service Charges **do not apply**:
- 1) When any change is made and initiated by Connect.
  - 2) When Services are reestablished at a secondary location immediately following the rendering of the customer's primary location as unfit for occupancy, including, but not limited to fire, flood, or other Acts of God.

10. Minimum Contract Period

- a. Except as specified elsewhere in these Terms and Conditions, the minimum contract period is one (1) month from the date Service or additions to Service are established and the minimum charge is the authorized rate for one (1) month. For purposes of rate administration each month is considered to have thirty (30) days.
- b. Connect may require a contract period longer than one (1) month at the same location for unusual construction necessary to meet special demands and involving extra costs.

## 1.5 NETWORK CONNECTIONS AND USE OF SERVICE AND FACILITIES

1. Demarcation Point. Customers are connected to Connect's network at a point of demarcation. The demarcation point is either outside or inside the premise and is typically the location where Connect's network is terminated and grounded. Connection of new inside station wiring to the network shall only be made at the demarcation point. Connections of inside station wiring to the network, and any installation of customer premise equipment, shall only be made at the demarcation point and shall be made in accordance with any applicable state or federal laws governing the installation and use of customer premise equipment and wiring. It is the customer's responsibility to ensure compliance with any applicable federal or state laws, including but not limited to FCC rules, the National Electric Code, and Missouri rules and regulations.
2. Use of Customer Service
  - a. Service is furnished on a retail basis for residential or business use only. Service accounts are assigned to customers only, and the customer(s) in whose name the account is established will be the account owner(s) for all purposes. Account owners shall be responsible for all use of the subscribed Service. Customers will cooperate with Connect to prevent third parties from gaining unauthorized access to Services via the customer's facilities.
  - b. Services must be used in compliance with the applicable Service Catalog, including all applicable Company Policies. Without limiting the preceding, customers shall not use Services for fraudulent, abusive, unlawful, or destructive purposes or in any manner that causes interference with Connect's or another Service subscriber's use of Connect-provided network.
  - c. Services may not be resold, except as authorized in a specific Service Contract signed by authorized representatives of both the permitted reseller and Connect.
3. Connection of Customer Premise Equipment and Wiring

- a. Except when leased from, licensed from, or otherwise provided by Connect, all premise equipment and wiring after the demarcation point is the property and responsibility of the property owner.
- b. Customers may provide and install their own personal equipment and wiring after the demarcation point so long as no electronic or physical harm is caused to Connect's equipment, facilities, or network. If Connect determines the personal equipment and wiring is causing or is likely to cause interference or hazard to its equipment, facilities, or network, Connect will take such action as it deems reasonably necessary for the protection of Connect's network, equipment, and facilities. After notification by Connect of such interference or hazard, the customer shall discontinue such use and disconnect such personal equipment and wiring. Failure of the customer to conform to this requirement may result in suspension or termination of Service and all other remedies available in equity or at law.
- c. Customers are not permitted to physically cut, improperly terminate, substantially alter, or otherwise destroy Connect's owned premise equipment and wiring before the demarcation point.
- d. Connect's network is not represented as being adapted to the use of all customer premise equipment and wiring. Connect shall not be responsible for: (a) the transmission of signals generated by the customer premise equipment or for the quality of or defects in such transmission; or (b) the reception of signals by the customer premise equipment.
- e. Connect shall not be responsible to the customer if changes in criteria in these Terms and Conditions or changes in any of the facilities, operations, or procedures of Connect render any customer premise equipment and wiring obsolete or requires modification of such equipment and wiring.
- f. Where Connect leases, licenses, or otherwise provides equipment, such equipment is provided to the customer for the term of Service and solely for use in connection with lawfully receiving and using Service. All such equipment remains the property of Connect. When Service is cancelled or disconnected, the customer must return any such equipment to Connect during regular business hours, Monday through Friday (except holidays). The equipment must be returned to Connect in the same condition as installed or received, except for normal wear and tear. All such equipment must be returned to Connect's business office, or an alternative location designated by Connect at the time of cancellation or disconnection. If a customer is unable to travel to Connect's business office or other designated location to return the equipment, other arrangements could be made. If a customer fails to return equipment at the time of cancellation or disconnection of Service, the Customer will be liable to Connect for an equipment recovery fee, at Connect's sole discretion.
- g. The customer is responsible for the maintenance and safekeeping of all equipment placed in or on the customer's premises. Connect has no responsibility for replacing equipment destroyed or damaged by the customer's misuse, abuse, or neglect. In the event that any equipment provided by Connect is destroyed, damaged (ordinary wear and tear excepted), lost, or stolen while in the customer's possession, the customer will be liable to Connect for an equipment recovery fee, in Connect's sole discretion.

## 1.6 PAYMENT FOR SERVICE AND FACILITIES

1. Payment for Service. Unless otherwise agreed upon, all customers shall pay for Services and facilities monthly in advance. All bills for Services are to be paid on the "Due Date" as listed on the billing statement. Failure to pay by the "Due Date" will result in a penalty charge. Failure to receive a bill does not relieve the

customer of the responsibility for payment.

2. Application of Residence and Business Rates

- a. Residence rates apply at the following locations:
  - i. In a private residence where business listings are not provided.
  - ii. In private apartments of hotels, rooming house, or boarding houses where Service is confined to the customer's use.
  - iii. In college fraternity or sorority houses where individual access line Service is provided.
- b. Business rates apply at the following locations:
  - i. All locations that are not defined as a residence in (a) above.
  - ii. In any location where the listing of Service at that location indicates a business, trade, or profession.

3. Taxes or Fees Billed to Customers

- a. Except as otherwise expressly provided, pricing is exclusive of and customer shall be solely responsible for (i) applicable taxes (excluding those for Connect's net income) relating to the sale, transfer of ownership, installation, license, and the use or provision of Service (ii) surcharges, recovery fees, customs clearances, fees, duties, levies, shipping charges, and other similar charges relating to the sale, transfer of ownership, installation, license, or the use or provision of the Services and (iii) charges imposed in connection with governmentally imposed costs and fees (such as USF, PICC, payphone service provider compensation, E911 and telecommunications relay service charges, and charges authorized by the FCC or included in any relevant interstate tariffs) and the expenses incurred by Connect reasonably relating to such costs and fees.
- b. Connect will bill and the customer shall pay all applicable taxes and other charges and fees described above (including any associated interest and penalties resulting from customer's failure to timely pay the taxes or other charges and fees), except to the extent customer provides a valid exemption certificate prior to the delivery of Services during the applicable billing period.

4. Service Check – Customer Premise Equipment and Wiring and Repairs

- a. A service check will be performed when a customer requests Connect to perform a check of its facilities up to the demarcation point.
- b. Where feasible, customers will also be encouraged to unplug Customer Premise Equipment or disconnect all inside wiring at the demarcation point to self-diagnose where their wiring or equipment may be causing an out of service condition.
- c. No charges will be assessed when a service check is performed and Connect determines the trouble exists on Connect's side of the demarcation point.
- d. Charges will be assessed when a service check is performed, and the customer requests Connect to identify or repair any trouble on the customer's side of the demarcation point.

5. Late Payment Charges

- a. All bills for which full payment has not been received or paid by the Due Date for timely payment will be subject to a late payment charge. Late payment information can be found by visiting [www.whiteriverconnect.com/pricing](http://www.whiteriverconnect.com/pricing). Also refer to section 1.7 Termination or Suspension of Service 2) Notice of Disconnection.

6. Returned Check Charge

- a. An administrative charge may be assessed for each occasion that a check, bank draft, or electronic funds transfer item is returned unpaid to Connect, in Connect's sole discretion, and in a sum not to exceed the maximum allowed by law.
- 7. Service Charge for Reconnection
  - a. Where Service has been discontinued for non-payment of a due bill, applicable Service charges shall apply.
  - b. Where Service has been discontinued for the non-payment of a due bill, the customer may be required to reestablish credit as defined in Section 1.3, Establishment and Maintenance of Credit.
  - c. The maximum payment for restoration of Service that existed prior to disconnection shall be the total past due amount, applicable nonrecurring charges, and if appropriate, an Advance Payment and Deposit as specified elsewhere in these Terms and Conditions.
- 8. Adjustment of Charges. In the event of an adjustment of charges for overbilling or underbilling by Connect, a correction (refund or charge) may be made of the full amount of difference for a period not to exceed ninety (90) days. When the period or amount for which overbilling cannot be fixed from available records, the maximum refund or credit will not exceed an estimated amount of such billing. Any request for adjustments of charges must be made to Connect in writing within thirty (30) days of the invoice date.

## 1.7 TERMINATION OR SUSPENSION OF SERVICE

- 1. Termination or Suspension. Notwithstanding any agreed or required minimum term, Service may be suspended or terminated as follows:
  - a. **Material Breach**. If customer fails to perform or observe any material term or condition of Service, including non-payment of charges, and such failure continues unremedied at the date listed on the Disconnect Notice, Connect may terminate (or may suspend and later terminate) the affected Service.
  - b. **Materially Adverse Impact**. If Connect revises a Service Publication, and the revision has a materially adverse impact on customer and Connect does not produce a revision that remedies such materially adverse impact within thirty (30) days after receipt of notice from customer, then customer may, as customer's sole remedy, elect to terminate the affected Service on thirty (30) days' notice to Connect, given not later than ninety (90) days after customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to standard pricing, changes required by governmental authority, or assessment of or changes to additional charges such as governmentally imposed costs and fees (such as USF, PICC, E911 and telecommunications relay charges). If Customer does not timely provide notice to Connect of a materially adverse impact of a Service Publication revision, then Customer shall be deemed to have expressly accepted such revision.
  - c. **AUP; External Service Threats; Government Action**. If Customer fails to rectify a violation of the Acceptable Use Policy ("AUP") within the timeframe identified by Connect in the notice received from Connect, Connect may suspend the affected Service. Connect reserves the right, however, to suspend or terminate immediately when: (i) Connect's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) Connect is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) Connect reasonably determines that (A) it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if Connect were to allow the violation to continue; (B) such violation may harm or interfere with the integrity, normal operations, or security of Connect's network or networks

with which Connect is interconnected, or may interfere with another customer's use of Connect's services, network, or the Internet; or (C) such violation otherwise presents an imminent risk of harm to Connect, Connect's customers, or its or their respective users or employees.

- d. **Fraud or Abuse.** Connect may terminate or suspend an affected Service immediately by providing customer with as much advance notice as is reasonably practicable under the circumstances if customer, in the course of breaching any applicable terms of service: (i) commits a fraud upon Connect; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses Connect's network or service; (v) interferes with another customer's use of Connect's network or services; (vi) engages in unsafe, abusive, or excessively disruptive conduct toward Connect or Connect's employees or (vii) attempting to avoid the payment, in whole or in part, of any charges by any means or device (mere non-payment of billed charges will not be considered grounds for termination or suspension under this subsection (d)(vii)).
  - e. **Hazardous Materials/Unsafe Conditions.** If Connect encounters any Hazardous Materials, unsafe conditions, or interference from persons, animals, livestock, or pets at the Service location, Connect may terminate the affected Services or may suspend performance until customer removes and remediates the Hazardous Materials, unsafe conditions, or interference at customer's expense in accordance with applicable law.
  - f. **Withdrawal of Services.** Connect may discontinue providing a Service by providing Customer with as much advance notice as is reasonably practicable under the circumstances where Connect generally discontinues providing the Service to similarly situated customers.
2. **Notice of Disconnection.** The notice of pending disconnection required by these Terms and Conditions shall be a written notice setting forth all reasons for the notice, and the final date by which the account is to be settled or specific action taken. The notice shall be considered rendered to the customer three (3) days after it is (a) deposited in the U.S. mail with postage prepaid or two (2) days after it is (b) sent electronically to the customer contact information on file. The final date shall be not less than five (5) days after the notice is rendered. The notice will include a toll-free or collect number where a customer can obtain additional information.

## 1.8 CUSTOMER COMPLAINTS AND DISPUTES

1. A customer or prospective customer may initiate a complaint with Connect on any relevant matter by telephone, in person, via email, or in writing directed to Connect at any of its offices. The customer may at any point during resolution of the complaint seek review by a supervisor or manager to be determined by Connect.
2. If the complaint is related to VoIP Telephone Service as described in Part 2, upon investigation and final resolution by Connect, if the customer wishes further review, the customer should direct all appropriate information to the Public Service Commission of Missouri, 200 Madison Street, PO Box 360, Jefferson City, MO 65102 or 1-800-392-4211.
3. In the event of a dispute concerning a bill, Connect may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint shall be made using the following procedures:
4. Within fifteen (15) days of the bill date of a disputed bill, Connect must receive from the customer an itemized statement in writing which identifies the disputed charges and reasonably explains the basis of the dispute. Failure to comply with

this requirement shall mean the bill is deemed correct and all amounts are due to Connect.

5. Connect shall review the customer's statement of disputed charges and shall issue a written initial determination within fifteen (15) days after receipt to set forth Connect's proposed resolution of the dispute charges.
6. If the customer is not satisfied with Connect's proposed resolution, the customer must advise Connect in writing within fifteen (15) days after receipt of Connect's initial determination, of the specific reasons for the dissatisfaction and provide any additional information the customer deems pertinent or relevant to the dispute.
7. Within fifteen (15) days after Connect's receipt of additional information, Connect shall make its final determination and resolution of the disputed charges based upon all documentation or information available to Connect.
8. If, after the above time period, the customer continues to withhold payment of any disputed amounts determined to be owed to Connect, the customer's account shall be deemed to be past due, and subject to termination.
9. Submission to Jurisdiction & Attorney's Fees. Connect and customer agree that the Circuit Court in Taney County, Missouri shall have exclusive jurisdiction to enforce the terms of these Terms and Conditions and to decide any claims or disputes which may arise or result from, or be connected with, these Terms and Conditions, any breach or default hereunder, or the Services contemplated herein and any and all proceedings related to the foregoing shall be filed and maintained only in such courts. Company and customer agree to unconditionally and irrevocably submit to the exclusive jurisdiction of such courts the resolution of any such claim or dispute. The prevailing party in any such legal proceeding shall be entitled to an award of its reasonable attorney's fees, litigation expenses, and court costs incurred as determined by the Court.

Connect and customer hereby unconditionally and irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to these Terms and Conditions or any of the Services contemplated hereby brought in any court specified in this Section, or any defense of inconvenient forum for the maintenance of such dispute. Connect and customer agree that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

## **Part 2 - VoIP TELEPHONE SERVICES**

### **2.1 VoIP TELEPHONE SERVICE**

Connect offers VoIP Telephone Service. The rates and charges for this Service are in addition to all other applicable rates, taxes, and charges.

### **2.2 OPTIONAL CALLING SERVICES**

We offer a number of standard and optional calling services. Please call our office or check our website here: [www.whiteriverconnect.com](http://www.whiteriverconnect.com) for more information on the services we offer. You may need to pay an additional charge for optional services.

### **2.3 TELEPHONE NUMBERS**



1. The customer has no proprietary right in the telephone number or any right to continuance of service from any specific central office, and Connect may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business or subject to any porting requirements.
2. When Services are discontinued, telephone numbers will be held from use (aged) according to industry standards before reassignment.

## **2.4 INFORMATION SERVICES AND CALLING RESTRICTIONS**

1. Local Operator Services (Charges will apply)
  - a. Customers can access local operator services by dialing “0” (0 minus) for assistance in placing a call.
  - b. Local calls may be completed or billed with live or mechanical assistance by a third party under contract with Connect.
2. Local Directory Assistance (Charges will apply)
  - a. Customers can access local directory assistance by dialing “411” for assistance in determining a telephone number.
  - b. Directory Assistance Charge as determined by Connect or a third-party vendor applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator.
3. Toll Blocking Service
  - a. Toll blocking service provides denial of outgoing 0+ and 1+ long distance calls for central office Access Lines or Trunks.
  - b. The customer shall not be permitted to place outgoing calls to an operator or any part of the 0+ or 1+ long distance network when this service is in effect.
  - c. Incoming calls are not restricted.
4. Information Service Access Blocking
  - a. Connect blocks all 900 and 976 numbers.

## **2.5 MISCELLANEOUS SERVICES**

1. Off Premise Extensions
  - a. Service includes capability for extending standard Access Line service between premises.
  - b. Connections made between buildings on same Premises, may be made using customer owned wiring in accordance with connection standards as detailed in Part 1 of these terms and conditions and within the operational limits of Connect’s network.
  - c. Where offered, connections between separate premises will be made by installing separate VoIP Telephone Services at each location and arranging them to work as a single service.
  - d. Connect may require a written customer acknowledgement regarding the information it is able to deliver related to any 911 calls location information.
2. Emergency Number Service
  - a. Connect provides basic, enhanced, and next generation 9-1-1 Services in accordance with applicable state and federal law and regulations. Connect also collects a 9-1-1 surcharge from local service subscribers in an amount and as required under state law and regulations.

- b. The Federal Communications Commission (FCC) requires that Connect inform subscribers about certain differences between IP-enabled 9-1-1 emergency calling services and traditional wireline or wireless 9-1-1 emergency calling services. The FCC also requires Connect to obtain and keep a record on file showing that subscribers to IP Services have been provided notice of and understand the differences and limitations of NG911 Service. Prior to installing or connecting any IP Services, Connect will provide the customer with an IP Technology 911 Disclosure for the customer's review and acknowledgement. ***If a customer does not acknowledge and return the disclosure promptly, Connect may be required by FCC rules to suspend Service until a reply is received.***

3. Other Service Offerings

The FCC requires Connect to provide N11 services for 3-digit dialing access to information services. The current list is provided below.

- 211 Health and Human Services – Community Information and Referral Services
- 311 Non-Emergency Police and Other Governmental Services
- 411 Local Directory Assistance
- 511 Traffic and Transportation Information
- 611 Repair Service
- 711 Telecommunications Relay Service (TRS)
- 811 One Call – Buried Utility Services Locating
- 911 Emergency
- 988 Suicide and Crisis Lifeline

4. Long Distance Service

- a. Connect provides Long Distance Services through access to facilities, services, and equipment over which telephone customers may transmit voice, data, and other communications of their own choosing to intrastate and interstate destinations.
- b. Service is only available to customers of VoIP Telephone service.
- c. Certain charges will apply for international long distance. International dialing is available upon Customer request.

### **Part 3 - BROADBAND SERVICES**

**3.1 TYPES OF SERVICES:** Broadband Services include Broadband Internet.

1. Connect's Internet Access Services are categorized as symmetrical, meaning each tier of Service provides similar capacities in both directions.
2. Connect provides Services at various capacities as shown in the Service offerings on Connect's website.
3. Ancillary Services available to broadband customers include, but are not limited to:
  - a. Static IP Address assignment
  - b. Wi-Fi Management
  - c. Residential Gateway Management

**3.2 ACCEPTABLE USE POLICY:** Internet Access Services are governed by Connect's Acceptable Use Policy, which can be found at [www.whiteriverconnect.com/legal-information](http://www.whiteriverconnect.com/legal-information).

**3.3 BATTERY BACKUP NOTICE:** Battery Backup information regarding VoIP services can be found by visiting [www.whiteriverconnect.com/legal-information](http://www.whiteriverconnect.com/legal-information).

- 3.4 **COPYRIGHT PROTECTION NOTICE:** Connect will handle complaints regarding copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA) of 1998. A party wishing to register an allegation of copyright infringement by a customer may file such allegation using the information in Connect's DMCA Policy at [www.whiteriverconnect.com/legal-information](http://www.whiteriverconnect.com/legal-information).
- 3.5 **DATA PRIVACY POLICY:** To better understand how information is collected and used review the Privacy Policy at [www.whiteriverconnect.com/legal-information](http://www.whiteriverconnect.com/legal-information).
- 3.6 **E911 VoIP DISCLOSURE:** Connect's disclosure relating to IP-enabled 911 services can be found at [www.whiteriverconnect.com/legal-information](http://www.whiteriverconnect.com/legal-information).
- 3.7 **NETWORK MANAGEMENT**
1. A description of network performance characteristics is available at [www.whiteriverconnect.com/legal-information](http://www.whiteriverconnect.com/legal-information).
  2. The customer agrees that by subscribing to Connect's Broadband Service, the customer is authorizing Connect to perform any network testing obligations that may be required by any governing regulatory entity.
- 3.8 **PRICE LIST:** Rates for Broadband Services can be found at [www.whiteriverconnect.com/pricing](http://www.whiteriverconnect.com/pricing). Note: Pricing is subject to all applicable charges and taxes, including but not limited to: Activation charge, installation fee, and all applicable state and local taxes. All Services and specific features are subject to availability. Contact Connect to determine eligibility and features included with each Service.