



**OPTIC**  
COMMUNICATIONS

## **BROADBAND INTERNET TERMS & CONDITIONS**

### HIGHLIGHTS

- You must be 18 years of age or older to establish Internet service with our company.
- By establishing Internet service, you are bound to the following terms and conditions.
- Internet services are provided by Fiber Communications of Columbus, LLC d/b/a Optic Communications ("Optic"). Optic is a wholly-owned subsidiary of Columbus Telephone Company, Inc.

### TERMS AND CONDITIONS

Optic provides Internet service ("Service") subject to the Subscriber's compliance with the terms and conditions below. **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SERVICE. BY ACCESSING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE.**

### USE OF SERVICE

You understand you may access both Optic and the Internet in general through the Service. You understand further that, except for information, products or services clearly identified as being supplied by Optic, neither Optic nor any of its affiliates operates or controls any information, products or services on the Internet in any way and that, except for such Optic identified information, products or services, all merchandise, information and services offered or made available or accessible through Optic or on the Internet generally are offered or made available or accessible by third parties who are not affiliated with Optic or its affiliates. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR THE SUBSCRIBER'S USE OF THE SERVICE. NEITHER OPTIC NOR ITS AFFILIATES MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER [INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SERVICE GENERALLY, AND OPTIC SHALL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION. IT IS SOLELY THE SUBSCRIBER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE, PROVIDED THROUGH THE SERVICE GENERALLY. YOU UNDERSTAND FURTHER THE INTERNET CONTAINS UNEDITED MATERIALS SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE TO YOU. YOU ACCESS SUCH MATERIALS AT YOUR OWN RISK. OPTIC HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR SUCH MATERIALS.

### NO SERVICE WARRANTIES

THE SERVICE AND WIRELESS ROUTER, IF SUBSCRIBER ELECTS TO LEASE SAID ROUTER, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY OPTIC, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE A WARRANTY. NEITHER OPTIC NOR ITS AFFILIATES WARRANTS THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE ON THE SERVICE IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. NEITHER OPTIC NOR ITS AFFILIATES WARRANTS OR REPRESENTS THAT THE WIRELESS ROUTER LEASED BY SUBSCRIBER IS IN ANY PARTICULAR STATE OR CONDITION EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.

UNDER NO CIRCUMSTANCES SHALL OPTIC, ITS AFFILIATES OR ITS CONTRACTORS, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM THE SUBSCRIBER'S USE OF OR INABILITY TO USE THE SERVICE OR ACCESS THE

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INTERNET OR ANY PART THEREOF, OR THE SUBSCRIBER'S RELIANCE ON OR USE OF INFORMATION, SERVICES OR MERCHANDISE PROVIDED ON OR THROUGH THE SERVICE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE. If you are dissatisfied with the Service or with any terms, conditions, rules, policies, guidelines, or practices of Optic in operating the Service, the Subscriber's sole and exclusive remedy is to discontinue using the Service.

#### MAKING PURCHASES ON THE SERVICE FROM THIRD PARTIES

If you wish to make purchases using the Service, you may be asked by the merchant, or information or service provider, from whom you are making the purchase to supply certain information, including credit card or other payment mechanism information. You agree that all information you provide any merchant, or information or service provider, on the Service for purposes of making purchases will be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services on the Service set their own prices and may change prices or institute new prices at any time. You agree to pay all charges incurred by users of your account and credit card or other payment mechanism at the prices in effect when such charges are incurred. You also will be responsible for paying any applicable taxes relating to purchases on the Service.

#### USER CONDUCT ON THE SERVICE

While using the Service, you may not: restrict or inhibit any other user from using and enjoying the Internet; post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law, including without limitation of the U.S. export control laws and regulation; post or transmit any information or software which contains a virus, cancelbot, trojan horse, worm or other harmful components; post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the Service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material); upload, post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder; or upload, post, publish, reproduce, transmit or distribute in any way component of the Service itself or derivative works with respect thereto, as the Service is copyright as a collective work under U.S. copyright law. Optic has no obligation to monitor the Service. However, you agree that Optic has the right to monitor the Service electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Optic will not intentionally monitor or disclose any private electronic mail message unless required by law. Optic reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this Agreement.

#### FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS

OPTIC may deny you access to all or part of the Service without notice if you engage in any conduct or activities that OPTIC in its sole discretion believes violates any of the terms and conditions in this Agreement. If OPTIC denies you access to the Service because of such a violation, you shall have no right [1] to access through OPTIC any materials stored on the Internet, [2] to obtain any credit(s) otherwise due to you, and such credit(s) will be forfeited, [3] to access third party services, merchandise or information on the Internet through OPTIC, and OPTIC shall have no responsibility to notify any third party providers of services, merchandise or information nor any responsibility for any consequences resulting from lack of notification. You agree to defend, indemnify and hold OPTIC and its affiliates harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to any violation of this Agreement by you or authorized users of your account.

The Subscriber is solely responsible for the knowledge of any adherence to any and all laws, statutes, rules and regulations pertaining (i) to the Subscriber's use of the Services, (ii) to the use of any networks connected to the Service, and (iii) to the communications means by which the Subscriber connected their modem, PC, terminal or other equipment to the Service.

In the event the Company is required to engage the services of an attorney because of a breach by the Subscriber of any of the terms herein contained, the Subscriber agrees to pay all of the Company's reasonable attorney's fees and court costs. Upon breach of this Agreement, all of Subscriber's rights and privileges shall be immediately terminated and upon any such termination for breach of the provisions of this Agreement, or the breach of any applicable law or statute governing the use of the Service, all Subscriber fees shall be forfeited as liquidated damages to the Company. In the event of litigation both parties agree that the

Law of Kansas shall apply and both parties consent to the jurisdiction of the state courts of Cherokee County, Kansas. Both parties expressly waive a jury trial. The Subscriber agrees that the Company has the right to delete all data, files or other information that is stored in the Subscriber's account if the Subscriber's account with the Company is terminated, for any reason, by either the Company or Subscriber.

The Company shall have the right to suspend service to the Subscriber at any time, and for reasonable cause, without notice. If such a suspension is to last for more than 15 days, the Subscriber will be notified as to the reason.

The Subscriber's rights herein granted cannot be transferred, sold, or used by anyone other than the Subscriber. No more than one login session can be used at any time by the Subscriber on any Service account. If the Subscriber has multiple accounts, the Subscriber is limited to one login session per account at any time. Accounts which have been transferred to other parties, or show other activity in violation of this paragraph, are subject to immediate cancellation. This Agreement represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior written and oral negotiations, representations, guaranties, warranties, promises, orders, statements or agreements between the parties or any statement or representation made or furnished by any other person representing or purporting to represent either party. The Company reserves the right to modify these Terms and Conditions by notifying the Subscriber 30 days in advance of the effective date of the modifications.

#### WIRELESS ROUTER LEASE OPTION

Subscriber may elect to lease a wireless router and/or mesh WiFi devices from OPTIC. OPTIC and its affiliates hereby waive any and all warranties of any kind, express or implied, relating to the wireless router except as expressly states herein. OPTIC will provide a wireless router that Subscriber may use to access the service. If Subscriber is unable to access the Service through said leased router, OPTIC will provide a replacement router to Subscriber within a reasonable amount of time at no additional charge. Subscriber is hereby informed that data transmitted wirelessly may not always be secure. It is Subscriber's sole responsibility to secure the data and information it transmits through the wireless router provided by OPTIC by requiring a password to connect to Subscriber's wireless network affected by the router or other means. In no event will OPTIC or any of its affiliates be liable to Subscriber or any other entity for the loss, corruption or, interception or, of theft of Subscriber's data transmitted wirelessly. Subscriber hereby indemnifies and holds OPTIC and its affiliates harmless, to the maximum extent permitted under applicable law, for any claims, charges, liabilities, or allegations resulting from or arising out of Subscriber's use of the wireless router.

#### LIQUIDATED DAMAGES FOR FAILURE TO RETURN LEASED ROUTER

When Subscriber terminates its subscription, or OPTIC permanently ceases to provide access to the Service to Subscriber, Subscriber shall return the router to the OPTIC office at **224 S Kansas Ave, Columbus, KS 66725** within five business days. Service billing will not cease until OPTIC router is returned. Both Subscriber and OPTIC agree that the damages resulting to OPTIC for a failure to return the router are incalculable and/or difficult to ascertain at the time Subscriber begins using the Service. As such, if Subscriber fails to return the router, Subscriber shall be liable for two hundred dollars (\$200) in liquidated damages to serve as a reasonable estimate of the damages resulting to OPTIC, and not as a penalty. Both Subscriber and OPTIC agree that \$200 is a reasonable estimate of the damages that will result to OPTIC if Subscriber fails to return the router, and \$100 for each WiFi mesh (extender) device not returned or damaged.

#### USE OF NON-PERSONAL META DATA

OPTIC monitors its network for aggregate traffic data. Subscriber agrees that OPTIC may use this non-personal meta data for any purpose within OPTIC or its affiliates. Said purposes included, but are expressly not limited to, marketing, corporate decisions, and the establishment of data company subsidiaries. Subscriber recognizes that it has no right to protect or withhold any non -personal, non-identifying meta data, and hereby expressly consents to OPTIC and it's affiliates' collection of, and use of said data.

#### USE OF A SERVICE ACCOUNT CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS

Subject to applicable law. OPTIC has the right to change its Service, and rates or charges, at any time with or without notice. OPTIC also may rearrange, delete, add to, or otherwise change programming or features or offerings contained in the service, including, but not limited to, content. Functionality, hours of availability, customer equipment requirements. Speed, and upstream and downstream rate limitations. If OPTIC gives you notice, it may be provided on your monthly bill, as a bill insert, e mail, in a newspaper or other communication permitted under applicable law. If you find a change in the Service unacceptable, you have the right to cancel your Service. However, if you continue to receive the Service after the change, this will constitute your acceptance of the change.

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## RECONNECTION FEES AND RELATED CHARGES

If you resume the Service after any suspension, OPTIC may require you to pay a reconnection fee. If you reinstate any or all Service after disconnection, OPTIC may require you to pay an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. Reconnection of the Service is subject to OPTIC's credit policies, this Agreement and applicable law.

## YOUR RESPONSIBILITIES CONCERNING BILLING QUESTIONS

Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact OPTIC within sixty [60] days of the date on the bill. You waive any disputes or credits that you do not report within sixty [60] days.

## ASSIGNABILITY

This Agreement and the Service furnished hereunder may not be assigned by you. You agree to notify OPTIC immediately of any changes of ownership or occupancy of the Premises. OPTIC may freely assign its rights and obligations under this Agreement with or without notice to you.

## TERM

This Agreement will be in effect from the time that the Service is activated until (1) it is terminated as provided for by this Agreement or by any addendum to this Agreement or (2) it is replaced by a revised Agreement.

## TERMINATION BY YOU

You may terminate this Agreement for any reason at any time by notifying OPTIC in one of three ways: (1) send a written notice to the postal address of OPTIC's business office; (2) send an electronic notice to the e mail address specified on [www.columbus-telephone.com](http://www.columbus-telephone.com); or (3) call OPTIC's customer service line during normal business hours. Subject to applicable law or the terms of any agreements with governmental authorities, all applicable fees and charges for the Service will accrue until this Agreement has terminated, and the Service have been disconnected.

## SUSPENSION AND TERMINATION BY OPTIC

Under the conditions listed below, OPTIC reserves the right, subject to applicable law, to act immediately and without notice to terminate or suspend the Service and/or to remove from the Service any information transmitted by or to any authorized users (e.g., email or voicemail). OPTIC may take these actions if it: [1] determines that your use of the Service does not conform with the requirements set forth in this Agreement, [2] determines that your use of the Service interferes with OPTIC's ability to provide the Service to you or others, [3] reasonably believes that your use of the Service may violate any laws, regulations, or written and electronic instructions for use, or [4] reasonably believes that your use of the Service interferes with or endangers the health and/or safety of OPTIC personnel or third parties. OPTIC's action or inaction under this Section shall not constitute review or approval of your or any other users' use of the Service or information transmitted by or to you or users.