

## Terms and Conditions Revised

Chariton Valley Telephone Corporation and Chariton Valley Communications Corporation, hereinafter referred to as "Chariton Valley", exercises no control whatsoever over the content of the information passing through its network, nor makes any warranties of any kind, whether express or implied, for the service it is providing, or merchantability or fitness for a particular purpose. Chariton Valley will not be responsible for any damage you may suffer, including loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via Chariton Valley's network is at your own risk. Chariton Valley specifically denies any responsibility for the accuracy or quality of information through its services. The Chariton Valley network may only be used for lawful purposes. As such, Chariton Valley reserves the right to, from time to time, monitor customer activity. Transmission of any material in violation of any US or state regulation is prohibited. This includes, but is not limited to; copyrighted material, material judged to be threatening or obscene, or material protected by trade secret. You agree to indemnify and hold harmless Chariton Valley from any claims resulting from your use of the service or the use of the service by any of your customers or others throughout your chain of distribution, including end user, which damages another party. Chariton Valley will delete email accounts that are not active for at least 45 days. The service point at which Chariton Valley provisioned network facilities meets your provisioned network facilities shall constitute the Chariton Valley service demarcation point. All network and equipment beyond the Chariton Valley service demarcation point, including your customer networks and facilities, is your sole responsibility. Without the prior written consent of the other party, which shall not be unreasonably withheld, neither party may assign this Agreement or the performance of its obligations under this agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri applicable to contracts to be performed entirely within the State except as otherwise expressly provided in this Agreement. These Terms and Conditions supersede all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any order submitted. Use of Chariton Valley's network constitutes acceptance of these Terms and Conditions. Equipment used to deliver video services remains the property of Chariton Valley. If service is terminated for whatever reason all equipment must be returned within 48 hours of termination. If the equipment is lost, stolen, destroyed or tampered with or otherwise cannot be recovered, Chariton Valley will charge full retail price for all "equipment". This agreement or equipment may not be assigned to any other individual or entity. Chariton Valley may enter customer premises for the purpose of removing the equipment should the customer's account become more than 45 days delinquent in subscription fees. Chariton Valley reserves the right to adjust prices of the packages and or services with a 30-day notice. The customer may be billed in advance for service and installation fees, if applicable, from the time service is activated. At any time, Chariton Valley may require you to make a suitable deposit to be held by Chariton Valley. A customer's deposit may be applied to the customer's account upon 12 consecutive months of good pay. Customers will be charged a \$30.00 return item fee for all payments which are returned. A disconnected service will be reconnected when the past due balance and reconnect fees have been paid in full. For failure to comply with your commitments contained herein, or with any term of the agreements under which you are receiving service from us, you understand and agree we may do any combination of the following: (1) terminate your right to receive services from us or our affiliates; (2) bring legal or other action for any amounts due to us hereunder. If Chariton Valley obtains the services of a collection agency or an attorney to assist Chariton Valley in remedying your breach of this agreement including but not limited

to, the non-payment of charges hereunder, this expense will be paid by you. (You agree that this provision is not a waiver by the company of any rights or remedies which it has available to if for breach of this agreement.) You agree, to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include pre-recorded or artificial voice messages and/or the use of an automatic dialing device. All such rights and remedies are cumulative and shall not be deemed exclusive. A Service Order Fee and/or a Line Connection fee may apply. Additionally, my signature authorizes the release of credit information to Chariton Valley and the information I provided is true and correct. Price does not include taxes and regulatory fees. By signing I agree to the above Terms and Conditions.