

CHARITON VALLEY COMMUNICATIONS CORPORATION
Website User Agreement, Electronic Bill Presentation, and Payment
Terms and Conditions

This Website User Agreement, Electronic Bill Presentation, and Payment Terms and Conditions is entered into between you ("Customer" or "You" or "User" or "Account Owner") and Chariton Valley Communications Corporation ("Chariton Valley", "we", "us", and in the possessive, "our"). The following terms and conditions ("Agreement") apply to your use of, and access to, any website, including any website owned or operated by Chariton Valley, as defined herein, or its subsidiaries, affiliates, agents, and licensors (each, a "Website"). By using or accessing a Website, you agree to the terms of this Agreement. Certain products or services offered through the Website may have additional terms and conditions, which govern in the event of any inconsistency with this Agreement.

In addition to any other agreements between you and Chariton Valley, this Agreement explains the policies that govern your access to and use of the Website, including the actions we may take, within our sole discretion, for any use we deem unacceptable.

If you do not wish to be bound by this Agreement, you should not access, subscribe to, or otherwise use a Website. Chariton Valley may modify this Agreement at any time without notice to you. Modifications will be deemed effective immediately upon posting of the modified terms at www.cvalley.net.

A. Website Terms and Conditions

- 1. Lawful Use.** You agree not to use any Website for any unlawful or abusive purpose, or in any way that interferes with the ability of Chariton Valley to provide access to a Website or to provide any other service to our customers, or in any way damages our property or the property of others. You are solely responsible for all content you transmit through a Website and assume and accept all liability and risk associated with accessing or using a Website and the Internet. You agree to provide information that is: (a) accurate and not misleading, and (b) free of damaging content, including, without limitation, viruses, worms, trojan horses, or other programs that can disable, damage, interfere with, alter, intercept, or otherwise, impact or affect a Website or any Chariton Valley system, network, or service, or any Website user. Chariton Valley will make reasonable attempts to provide uninterrupted service, but there may be instances where Websites are delayed, impaired or impossible to access (collectively, "Technical Issues"). Should you experience any Technical Issues, you are to promptly contact Chariton Valley. Chariton Valley will not be liable to you for any loss of information, blockages or delays affecting data, information, notifications, purchases, deliveries, or any other aspect of a Website due to Technical Issues.
- 2. Fraudulent Use.** You must safeguard any password or other Website-entry materials to prevent unauthorized persons from accessing your account

information, as you acknowledge Chariton Valley cannot verify the identity of persons using a Website under your password. Chariton Valley is not responsible for the use of lost or stolen password information. Should you allow others access to your online account information, you will be responsible for all actions such people might take with respect to your account. If you suspect your account has been fraudulently used or otherwise compromised, you must immediately notify us.

3. **Your Feedback.** Chariton Valley values any feedback you may have about a Website. However, if you send us any type of communication concerning the Website or any of our products, the content of your communication will be treated as nonproprietary and non-confidential (even if marked confidential or similar denotation) and will become Chariton Valley property to use, reproduce, disclose, and distribute for any purpose whatsoever, without limitation, to the extent permitted by applicable law and without compensation to you.
4. **Indemnification.** You agree to indemnify, defend and hold harmless Chariton Valley, its officers, directors, employees, agents, shareholders, licensors, suppliers and any third-party information providers for a Website from and against all claims, demands, actions, losses, expenses, damages and costs, including reasonable attorneys' fees, that arise from: (1) any violation of this Agreement by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content you submit, post, transmit or make available through a Website; or (5) your use of a Website.
5. **Website Information.** Except for Chariton Valley-provided information or services, all information and services offered through a Website or on the Internet are offered by third parties that may not be affiliated with Chariton Valley. Chariton Valley may not review and may have no control over content or services provided by third parties and does not endorse or assume responsibility for third-party content. Any links to third-party information and services are provided for convenience only, and your access or use of such third-party information and services is entirely at your own risk. Chariton Valley makes no representations or warranties concerning any Website or the information or services offered or appearing on or through these Websites. Chariton Valley does not review, sponsor, or endorse the operators of these Websites or the information or services they provide, and Chariton Valley is not responsible or liable for the conduct of the Websites' operators or the information and services they may provide. You also understand Chariton Valley cannot and does not guarantee or warrant any files, available for downloading through Websites, will be free of infection or viruses, worms, Trojan horses, or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for accuracy of data input and output and for maintaining a means, external to a Website, for the reconstruction of any lost data.

6. **Disclaimer of Warranties and Limitation of Liability.** YOU UNDERSTAND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED OR ACCESSED FROM OR OTHERWISE PROVIDED THROUGH WEBSITES. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH WEBSITES IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." CHARITON VALLEY, OUR AGENTS, AND OUR LICENSORS DO NOT WARRANT IN ANY WAY THE AVAILABILITY, ACCURACY, COMPLETENESS, CURRENTNESS, SUITABILITY, RELIABILITY, TITLE, USEFULNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE WEBSITES OR ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE WEBSITES. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. CHARITON VALLEY DOES NOT GUARANTEE THE WEBSITES WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THEY WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL CHARITON VALLEY, OUR AFFILIATES, OUR AGENTS, OR OUR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES FROM THE WEBSITES THAT ARISE UNDER ANY CAUSE OF ACTION, INCLUDING THOSE THAT RESULT FROM YOUR USE OF THE WEBSITES, ANY SERVICES OFFERED THROUGH THE WEBSITES, OR ANY TRANSACTION PERFORMED THROUGH THE WEBSITES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING COMPENSATORY, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY, AND CLAIMS OF THIRD PARTIES - EVEN IF KNOWN BEFOREHAND THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THE AGGREGATE LIABILITY OF CHARITON VALLEY, OUR AGENTS, AND OUR LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO ANY WEBSITE WILL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE PRO RATA PORTION OF THE MONTHLY CHARGES FOR THE SERVICE FOR THE TIME PERIOD DURING WHICH THE SERVICE PROVIDED, AND PURSUANT TO THE CLAIM, WAS INOPERATIVE, NOT TO EXCEED IN TOTAL THE CUSTOMER'S MONTHLY CHARGE FOR THE SERVICE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF CHARITON VALLEY, AND OUR AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

7. **Governing Law.** This Agreement is governed by and construed under the laws of the state of Missouri, without regard to its conflict of laws and/or principles. The circuit courts of Missouri have exclusive authority over and venue of any suit that relates to this Agreement. You are responsible for ensuring your conduct always complies with all applicable laws, rules, and regulations.
8. **Dispute Resolution.** INSTEAD OF SUING IN THE COURT, YOU AND CHARITON VALLEY AGREE TO ARBITRATE ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES OF ANY KIND ("CLAIMS") AGAINST EACH OTHER. THIS INCLUDES BUT IS NOT LIMITED TO CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, A WEBSITE, OR ANY SERVICES, AS WELL AS CLAIMS ARISING OUT OF OR RELATING TO CHARITON VALLEY'S SERVICES, BILLING OR ADVERTISING, OR ARISING OUT OF OR RELATING TO EQUIPMENT YOU OR CHARITON VALLEY MAY USE IN CONNECTION WITH A WEBSITE. THE REQUIREMENT TO ARBITRATE APPLIES EVEN IF A CLAIM ARISES AFTER WEBSITES ARE TERMINATED; APPLIES TO ALL CLAIMS YOU MAY BRING AGAINST CHARITON VALLEY EMPLOYEES, AGENTS, AFFILIATES OR OTHER REPRESENTATIVES; AND APPLIES TO ALL CLAIMS CHARITON VALLEY MAY BRING AGAINST YOU. THE FEDERAL ARBITRATION ACT, NOT STATE LAW, APPLIES TO THIS AGREEMENT AND ITS PROVISIONS AND GOVERNS ALL QUESTIONS OF WHETHER A CLAIM IS SUBJECT TO ARBITRATION.
9. **Waiver and Severability; Assignment.** Failure by Chariton Valley to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision of this Agreement. Chariton Valley may assign our rights and duties under these terms to any party at any time without notice to you. If any provision of this Agreement is found to be unenforceable or invalid, this Agreement's unaffected provisions will remain in effect.
10. **Privacy Policy.** Chariton Valley respects the privacy of visitors to our Websites. Please review our Privacy Policy at: [Chariton Valley Communications Privacy Policy](#)

B. Bill Presentation and Payment Terms and Conditions Presentation and Payment Terms and Conditions

Chariton Valley's electronic bill presentment and payment services are an online billing information and bill payment service that may be provided by Chariton Valley for certain products (the "Services"). The Services may not be available in certain areas or for certain products and services. The Services are subject to both the Website Terms and Conditions above and the following service-specific terms and

conditions. **Chariton Valley may modify these service-specific terms and conditions at any time without notice to you. Modifications will be deemed effective immediately upon posting of the modified terms at www.cvalley.net.**

1. **Presentation of Payment.** The electronic bill is due and payable upon presentation and is past due if unpaid by the 27th of each month. Electronic payments made at www.cvalley.net are processed within 24 hours to the extent possible. If your payment is not made within these terms, Chariton Valley may begin procedures to cancel all Services. You will be informed of such action if required by law.
2. **Partial Payment.** Partial payments are acceptable. However, they are not to be construed as acceptable payment arrangements that automatically extend service beyond the normal disconnect date. But our acceptance of late or partial payments (even those marked, "Paid in Full") and overdue payment charges is not a waiver of our right to collect the full amount due. If you cannot pay a full bill before the due date, please call customer service at the number on page 1 of your Chariton Valley bill.
3. **Limitation of Liability.** In addition to the limitations of liability described in the Agreement, Chariton Valley has no liability if: (a) your financial institution shows your designated account has insufficient funds or credit availability; (b) Chariton Valley is prohibited by law or court order from withdrawing payment from your account; (c) your account is closed or frozen; (d) any part of the electronic funds transfer system is not working properly; or (e) there are any delays or failures in performance or any interruptions arising from any cause or circumstance beyond Chariton Valley's reasonable control. Accounts credited with a payment that is subsequently returned for any reason by your financial institution, including but not limited to insufficient funds, account closed or invalid account number, are debited for the original payment and all applicable returned check charges. Your account may also be suspended immediately upon our receipt of the denial of payment or returned check and until payment is made in a cash transaction, e.g., cashier's check, money order or with a valid credit card. Please call customer service at the number located on page 1 of your Chariton Valley bill as soon as you are aware this could be a problem.
4. **Questions about Bill.** If you have any questions about your bill, call Chariton Valley customer service at the telephone number printed on your Chariton Valley bill. While the charges in question are being investigated, you do not have to pay them. But the amount not in question is still due and payable upon receipt of your bill. If you have a dispute about a charge on your bill, contact customer service at the number located on page 1 of your Chariton Valley bill immediately upon receipt of your bill to ensure your dispute is recorded prior to collection action that could occur because of an unpaid balance.
5. **Payment Methods.** If you are eligible to receive Services for your products and services, you may pay your bill either by: (a) paying online at www.cvalley.net

using eBill to make a one-time payment with a credit card or debit card; (b) enrolling in automatic bill payment available online; (c) calling Chariton Valley to pay with a credit card or debit card by phone; (d) arranging to electronically pay your bill through a bill payment service provider such as your bank or financial institution; or (e) by mailing Chariton Valley, a check. If you do arrange for electronic payment through Chariton Valley or another financial institution, you will be subject to those companies' terms and conditions and you agree Chariton Valley will not be responsible or liable for any loss or damage caused or created by those companies. If any amount on a third-party site does not match the amount on www.cvalley.net or your printed bill, the www.cvalley.net and paper bill amounts (the two being the same) will be deemed the accurate amount. In the event the amount on your paper bill and the amount on your online bill at www.cvalley.net do not agree, the paper bill should be considered the correct bill with the correct amount to be paid. You may elect to have Chariton Valley retain your payment information, including but not limited to your billing name, address, telephone number, credit card/debit card/account numbers, and expiration dates, for your convenience and use in future transactions authorized by you. You are responsible for adding, updating, maintaining, deleting, and verifying the accuracy of any payment information you ask Chariton Valley to store for you. You agree Chariton Valley will not be responsible for any transactions rejected due to erroneous or outdated payment information. You also agree Chariton Valley will not be liable for any use, misuse, loss, stolen or incorrect payment information.

6. **Bill Messages.** Chariton Valley may include messages developed by Chariton Valley or as required by state and federal authorities in the bill's body. It is your responsibility to view the entire bill.

7. **Options to Receive Your Bill.** Chariton Valley requires online delivery of your bill. You will have the option to print a paper copy on your home computer or save it to a file. Each month, you will receive an email notification when your new bill is available and understand if, for any reason, you are unable to view your bill online, you may request a paper copy delivered by the U.S. Postal Service. You are still required to make your payment on time if your bill is not received. Also, under this circumstance, you are responsible for obtaining a bill copy and/or account balance by calling Chariton Valley customer service at 1.800.769.8731. You also agree to provide Chariton Valley with your email address for the receipt of eBill notices and agree to keep your email address updated and understand it is your responsibility to log in and view your bill each month, even if you do not receive an eBill notice for any reason. Chariton Valley will notify you via telephone that your address needs to be updated if we receive a message that your email bill notification is undeliverable. You understand any overdue payment notices will still be sent through the U.S. postal mail, and you agree to pay your bill using one of these approved methods (since sending paper checks without the remittance stub may delay payment posting): automatic payments, Chariton Valley online payments or online payments from your financial institution or bill payment service provider.

8. **Fees.** There are no additional fees charged by Chariton Valley for using Services. But if you pay your bill electronically through a financial institution, you are responsible for any charges you may incur from the financial institution to make online payments.
9. **Security.** *Chariton Valley uses SHA 256-bit encryption for security on our Website. The services on our Website are best used with the latest versions of Microsoft Edge, Google Chrome, or another modern chromium-based browser.* There are other computer requirements necessary to view and pay your bill online, which are listed on the Website. You are responsible for obtaining the necessary encryption software. Chariton Valley is not liable to you for any failure or inability to obtain necessary encryption software.
10. **Password.** You agree the password you use to access an account through a Website will be kept confidential. If you forget your password, you may reset your password online. You understand you have sole responsibility for the security of your password. You are solely responsible for notifying us of the loss or theft of a password. We will not be liable for any actions, claims, costs, damages, or expenses arising from a lost or stolen password.
11. **Termination of Services by Chariton Valley.** Chariton Valley reserves the right to terminate Services or access to any account(s) enrolled in Services at any time.

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