

**CUSTOMER SERVICE AGREEMENT  
GATEWAY FIBER LLC**

This is your **CUSTOMER SERVICE AGREEMENT** (“Agreement”) with Gateway Fiber LLC (hereinafter referred to as “Gateway Fiber”, “we”, “us”, and “our”). This Agreement sets forth the terms and conditions under which the Applicant (hereinafter referred to as “Applicant” and “you”) will be provided Fiber Network Internet Service (the “Internet Service”) and Fiber Network Phone Service (the “Phone Service” or “Phone Services”) by Gateway Fiber (collectively referred to as “Service” or “Services”). All references to Phone Services or Internet Services apply to both wired and wireless platforms.

WHEN YOU APPLY OR PAY FOR SERVICE, YOU AGREE TO THE PRICES, TERMS, AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ANY CHANGES IN THE PRICES, TERMS, AND CONDITIONS WHICH MAY BE CHANGED PURSUANT TO THIS AGREEMENT.

**GENERAL TERMS AND CONDITIONS**

1. **Installation Fees and Deposits.** Installation fees for each level of Service and deposits on Equipment (as defined below) are payable in advance, at the time of, or prior to activation of the Service or installation of the Equipment at the location described in your application or as changed pursuant to Section 6(a) (“Service Address”).
2. **Billing and Payment.**
  - a. **Charges.** You agree to pay the charges for the Services provided to you under this agreement, including, but not limited to, installation charges, monthly service charges, charges for service visits and charges for the use of Equipment. The charges will be made to you according to the pricing schedules which are published on [www.gatewayfiber.com](http://www.gatewayfiber.com). These charges may change from time to time as described hereinafter, and you will be charged the rates which are in effect during the period of Service.
  - b. **Taxes and Fees.** You agree to pay all applicable federal, state, and local taxes (however designated) levied upon us and our affiliates in connection with the sale, installation, and use of the Services and other fees that we are charged in connection with governmental charges including, but not limited to, universal service fees, 911/E911 surcharges, telecommunications relay service surcharges and franchise fees.
  - c. **Changes in the Terms of Service and Rates.** Gateway Fiber may change the terms of this Agreement and the fees and charges for Services from time to time. The effective date of the changes in the terms and the changes in rates will be 30 calendar days after the changes in the terms of Service or the new rates are posted on [www.gatewayfiber.com](http://www.gatewayfiber.com). If you do not wish to continue your Service after the changes in this Agreement or to pay new rates, you may terminate your Service by notifying us within 30 calendar days after the new Agreement terms and/or rates are posted. If you continue to use the Service after any change in this Agreement or change in rates you shall be deemed to have accepted the modification(s). If you terminate your Service(s) you will be entitled to a refund of any portion of any monthly Service fee which you have paid in advance less any amounts due us from you.
  - d. **Payment by Credit Card.** If you provide a credit card number to us, you thereby authorize us to charge that credit card for all amounts payable by you to Gateway Fiber. Gateway Fiber will continue to charge your credit card to pay amounts due to Gateway Fiber until you notify Gateway Fiber in writing that you are withdrawing this authorization. If Gateway Fiber does not receive payment from your credit card issuer or its agents, your Service(s) will be terminated for nonpayment, without notice.

- e. **Late Fees.** If your payment is not received by 5:00 p.m. on your billing day (ex., each 2<sup>nd</sup>, 10<sup>th</sup>, 18<sup>th</sup> or 25<sup>th</sup> of the month), you must pay a \$10.00 late fee (“Late Fee”). If your payment is not received within 5 days of your billing day, your Service will be disconnected and you must pay the Late Fee and the past due charges in full in order to resume your Service(s). If your payment is not received within 10 days of your billing day, you must pay the past due charges in full, the Late Fee, and the Reconnection Fee (as hereinafter defined) in order to resume your Service(s).
  - f. **Billing Errors.** Subject to applicable law, if you believe you have been billed any amount in error you must notify us of that error within 60 calendar days of the date on the bill. If you fail to notify us of the error within 60 calendar days, any billing error claimed by you is deemed waived.
  - g. **Credit Inquiries.** You authorize Gateway Fiber to make inquiries and to receive information about your credit experience from others, to enter this information in your file, and to disclose this information concerning you to appropriate third parties for reasonable business purposes.
  - h. **Returned Checks, Nonpayment, and Collection.** If your check is returned unpaid, you agree that Gateway Fiber may electronically debit your account for both the face amount of your check and a returned check fee of \$25.00. In the event of nonpayment, Gateway Fiber reserves the right to disconnect your Services at any time, with or without notice. You agree that if Gateway Fiber incurs collection or other legal costs as a result of nonpayment, you will be responsible to pay all past due amounts, any returned check fees, collection, attorneys’ fees, and court costs. Further, in order to resume Service, you must pay the past due charges in full, the Late Fee, and the Reconnection Fee (as defined herein).
3. **Type of Service.** You agree to use the Service(s) for the purpose (either residential or commercial) you have described in your application.
4. **No Resale.** You agree that you are buying the Service(s) for your own use and that you will not resell or permit another to resell the Service(s).
5. **Legal Purposes.** You agree to use the Equipment and Services only for legal and appropriate purposes.
6. **Gateway Fiber Equipment, Software and Marks.**
- a. **Equipment.** You acknowledge that the equipment leased to you, including, but not limited to, converters, remote control units, any ONT (modem) or MTA installed along with your Services, and all associated software (collectively referred to as the “Equipment”), is for your exclusive use during your subscription and remains the property of Gateway Fiber.  
You agree that you will not allow the Equipment to be serviced by anyone other than Gateway Fiber employees or its agents and you will not relocate Equipment outside your Service Address.  
If your Service Address changes, we may, at your request, relocate the Equipment to a new service address, subject to Service availability in that area. Upon request, Gateway Fiber will provide you with information concerning Service availability at a new service address and the estimated cost of installing Service at your new Service Address. You will be responsible for the charges incurred for the relocation of your Service.  
You agree that you will protect the Equipment and keep the same from being damaged by misuse, weather damage, and damage by pets or animals. If the Equipment is damaged you are responsible for repair or, if necessary, replacement costs of the Equipment upon Termination.  
Upon termination, you agree to return the Equipment in good condition except for normal wear and tear, within 10 business days. Gateway Fiber employees or agents will pick up the Equipment during normal business hours at your Service location. If you do not make

arrangements for the return of the Equipment within 10 business days or it is damaged, lost, stolen, or destroyed, you will be responsible for the replacement cost of the Equipment.

You will be responsible for any collection fees, attorneys' fees and court costs incurred by Gateway Fiber to recover amounts due from you.

- b. **Gateway Fiber Firmware and Software.** The Equipment, including, but not limited to, any firmware or software embedded in the Equipment or used to provide the Services, are protected by trademark, copyright, and other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. This license will commence upon your acceptance of the Services and will terminate immediately upon the termination of the Services for any reason. Gateway Fiber and its licensors retain all rights and interests in and to any such firmware or software. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Equipment or used to provide the Services. You expressly agree that you will use the Equipment only and exclusively in connection with our Services. You shall not reverse compile, disassemble, or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.

You may not use Gateway Fiber Services through an interface device not provided by Gateway Fiber without the express written consent of Gateway Fiber.

- c. **Export laws.** You expressly agree to comply with all applicable export and re-export laws, including, but not limited to, the Export Administration Act, the Arms Export Control Act, and their implementing regulations. You further expressly agree not to use the Services in any way that violates any provisions of these laws or their implementing regulations.
  - d. **Protection of Gateway Fiber Information and Marks.** All Gateway Fiber Service information, documents, and materials on our website are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, names, service marks, trademarks, trade names, logos, and domain names of Gateway Fiber are and shall remain the exclusive property of Gateway Fiber. Nothing in this Agreement shall grant you the right or license to use any of the same.
7. **Unauthorized Use of Equipment or Services.** Unauthorized use of the Equipment or Services constitutes a violation of federal and state law and a breach of this Agreement. You will be liable for all unauthorized use of the Services and for any and all stolen Services and Equipment. You agree to notify us immediately in writing or by calling our customer service line at (888)201-4339 during normal business hours if you become aware that the Equipment or Services have been or are being stolen or used without your authorization. If you fail to notify us in a timely manner, Gateway Fiber reserves the right to terminate your Services.
  8. **Maintenance of Customer Equipment.** If you purchase the customer device support package for a device, Gateway Fiber shall service only that device. If you do not purchase the customer device support package, Gateway Fiber shall not maintain or service your or third party's computers, DVDs, stereos, appliances, televisions, fax machines or other equipment. Gateway Fiber is not responsible for any damages to your equipment including, but not limited to, any software, data, photo or other information used in, transmitted, stored or received by any of your equipment.
  9. **Service and Maintenance Procedures.** In the event of a problem with your Service or Equipment, you agree to contact Gateway Fiber customer service at (888)201-4339. Depending on the nature of the problem, we may need to schedule an appointment for our service technician to visit your Service Address. We will not charge for service visits if the Equipment or Services caused the problem. You agree to allow Gateway Fiber employees or agents to inspect, repair or replace our Equipment or wiring, both inside and outside the Service Address. In the event that Gateway Fiber

determines that the problem was caused by customer's equipment, customer's negligence or intentional act, customer's software, customer-installed wiring or hardware, or a pet or domestic animal then Gateway Fiber may charge for the service visit and any repairs or replacement the Equipment.

Gateway Fiber reserves the right not to replace the Equipment or Service if a condition exists that will result in further damage to the Equipment until the condition is corrected.

10. **LIMITATION OF LIABILITY; INDEMNIFICATION; NO IMPLIED WARRANTIES.**

- a. **NO IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** THE GOODS AND SERVICES PROVIDED ARE PROVIDED WITHOUT AN IMPLIED WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN LIEU OF SAID WARRANTY OF MERCHANTABILITY AND WARRANTY FOR A PARTICULAR PURPOSE GATEWAY FIBER PROVIDES THE EXPRESS WARRANTY BELOW WHICH IS YOUR SOLE AND EXCLUSIVE REMEDY.
- b. **EXPRESS WARRANTY.** GATEWAY FIBER WARRANTS THAT IF THERE IS A SERVICE INTERRUPTION CAUSED BY NO FAULT OF YOU, MEMBERS OF YOUR HOUSEHOLD OR GUESTS, THEN GATEWAY FIBER WILL NOT CHARGE YOU FOR THE PERIOD EXCEEDING 24 HOURS IN THE BILLING CYCLE YOU DID NOT HAVE SERVICE. THE CREDIT WILL BE PRORATED ON A DAILY BASIS WITH A MONTH BEING 30 DAYS AND WILL BE CREDITED AGAINST YOUR NEXT MONTH'S BILL. TO RECEIVE A CREDIT, YOU MUST REQUEST IT WITHIN 30 CALENDAR DAYS OF THE FAILURE. THE FOREGOING IS YOUR SOLE REMEDY FOR A SERVICE INTERRUPTION.
- c. **Not Liable For Loss of Business, Profits or Other Loss.** You understand and acknowledge that there may be disruptions of your Service from time to time caused by technical failures, equipment failures, software failures, weather, negligence of Gateway Fiber employees, contractors, agents, and third parties. You agree, as a condition of receiving the Service, that Gateway Fiber shall not be liable for any loss of business, goodwill, business reputation, revenues, profits or increased costs or expenses that you or any person utilizing your Service experience. Your sole remedy is the credit as provided in subparagraph (b) above.
- d. **Limitations on Gateway Fiber's Liability for Third Parties.** Notwithstanding anything to the contrary in this Agreement, you acknowledge and understand that we may use third parties to provide portions of the Services, including without limitation third party services, equipment, and infrastructure (the "Service Providers"). Gateway Fiber is not responsible for the performance or non-performance of Service Providers' services, equipment, or infrastructure, whether or not it constitutes components of our Services. Limitations of liability set forth above apply to any acts, omissions, and negligence of Gateway Fiber and the Service Providers which, but for that provision, would give rise to a cause of action in contract, tort, or any other legal doctrine.
- e. **Unauthorized Representation.** Gateway Fiber shall not be bound by any undertaking, representation, or warranty made by an agent or employee of Gateway Fiber or our Service Providers in connection with the installation, maintenance, or provision of the Services or Equipment, if that undertaking, representation, or warranty is inconsistent with the terms of this Agreement.
- f. **Customer's Indemnification of Gateway Fiber.** Except as otherwise expressly set forth in this Agreement, you agree to defend, indemnify, and hold Gateway Fiber and the Service Providers, harmless from claims or damages relating to or arising out of your breach of this Agreement by you or any person authorized by you to use the Services and Equipment, including, but not limited to, any claims or damages arising out of postings made using your Internet Services, defamation, copyright infringement, trademark infringement or other proprietary right infringement.

- g. **Security Systems.** Certain security systems may not be compatible with our Services. It is your responsibility to insure your security system is compatible and properly operating using our Services. You agree that Gateway Fiber shall not be responsible for any loss arising from failure of your security systems in conjunction with our Services. Further, you agree to indemnify and hold Gateway Fiber harmless for all claims arising from sudden failure including all expenses incurred by Gateway Fiber related to the defense of any such claims.
  - h. **Service Interruptions Due to Technical Malfunctions and Force Majeure Events.** You understand and acknowledge that there may be interruptions of the Services due to acts of God, war, weather, power failures, equipment failures, or other similar events beyond the control of Gateway Fiber. Neither Gateway Fiber nor the Service Providers shall have any liability, including as set forth in this Section, for interruptions of service due to circumstances beyond their control, or for claims or damages arising from such interruptions. The Equipment and Services are provided "as is," without warranty of any kind, including the warranties of merchantability or fitness for a particular purpose.
  - i. **Customer's Sole Remedies.** Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. If any of the above limits are found invalid, the liability of Gateway Fiber and the Service Providers is limited to the extent allowed by law.
11. **Gateway Fiber's Access to Customers' Premises.** By entering into this Agreement, you hereby grant to Gateway Fiber an easement on and through your property to construct, install, maintain, inspect, upgrade, extend, expand, remove and/or replace fiber lines, equipment, material and infrastructure including, but not limited to, poles, wires, fiber optic cables, anchors, guys, cross arms, underground fiber optic cables, and other appurtenances for internal, or commercial purposes. Furthermore, as the owner of the premises at which the Services are provided, you will grant Gateway Fiber a perpetual easement, without charge, on and through your premises for the aforementioned purposes. You also hereby grant to Gateway Fiber full right of ingress and egress to, from and over the property in question for doing anything necessary or useful for the enjoyment of the easement hereby granted. If you are not the owner of the premises, you warrant that you have authority to grant such an easement to Gateway Fiber or that you have obtained the consent from the owner of the premises for us to construct, install, maintain, inspect, upgrade, extend, expand, remove and/or replace fiber lines, equipment, material and infrastructure including, but not limited to, poles, wires, fiber optic cables, anchors, guys, cross arms, underground fiber optic cables, and other appurtenances for the aforementioned purposes. In the event that Gateway Fiber is required to seek legal action to recover equipment, you will be responsible for attorneys' fees, court fees, and litigation expenses. If service interruption is extended due to our inability to gain access to the premise you may be charged for the Services for that additional time.
12. **Security Deposits.** You agree that we may require a Security Deposit as a condition of the Services at any time.
13. **Pricing and Payment Terms.** Pricing for the Services will be posted on our website [www.gatewayfiber.com](http://www.gatewayfiber.com). You agree Gateway Fiber may change the prices it charges for its Services and/or Equipment 30 calendar days after the first time the new charges are posted on [www.gatewayfiber.com](http://www.gatewayfiber.com). This Agreement incorporates the rates as are posted on [www.gatewayfiber.com](http://www.gatewayfiber.com) from time to time. The Service and the Equipment is provided on a month to month basis billed as much as one month in advance. You may alter Service or Equipment utilized by notifying Gateway Fiber at least 10 business days prior to the requested change becoming effective. The new billing rate for your changed Service will be effective immediately.
14. **Privacy.** Gateway Fiber collects personally identifiable information about customers. The use and disclosure of this personally identifiable information is governed by Gateway Fiber's Privacy Statement and, to the extent not inconsistent with the Privacy Statement, this Agreement. A copy

of Gateway Fiber's Privacy Statement is available at [www.gatewayfiber.com](http://www.gatewayfiber.com). Gateway Fiber will also send you a copy of the Privacy Statement if you send your written request to: Gateway Fiber, P.O. Box 210, Jonesburg, MO 63351. Gateway Fiber reserves the rights to change its Privacy Statement from time to time. If changes are made they will be posted on [www.gatewayfiber.com](http://www.gatewayfiber.com).

15. **Venue and Jurisdiction.** Gateway Fiber and you agree that all disputes shall be resolved in the Circuit Court of Montgomery County, Missouri. Neither party is entitled to sue the other in any other forum and you agree that venue is proper and will remain in Montgomery County, Missouri.
16. **No Relationship between Gateway Fiber and Other Providers.** Nothing in this Agreement creates any joint venture, joint employer, franchisor-franchisee, employer-employee, or principal-agent relationship between Gateway Fiber and any providers of content, backbone, network, circuit, and other technology or communications; between Gateway Fiber and any software and other licensors; between Gateway Fiber and any hardware and equipment suppliers; or between Gateway Fiber and any other third-party providers of elements of the Services. Nothing in this Agreement shall be interpreted to impose upon Gateway Fiber and any such companies any obligations for any loss, debt, or other obligation of the other.
17. **Termination.**
  - a. **Term.** The term of this Agreement shall commence on the date you sign the application for service and shall continue thereafter until either you or Gateway Fiber terminate the Service under this Agreement. After termination, your obligations to Gateway Fiber under this Agreement for unpaid Services previously rendered, damaged or lost Equipment or other any other liability, shall continue until they are completely satisfied, including, but not limited to, attorneys' fees and other costs of collection. The Service and Equipment is provided on a month to month basis.
  - b. **Termination by You.** You may terminate the Services at any time by notifying Gateway Fiber during normal business hours via the contact information listed in Section 18(a) below. Your liability for Service charges will continue until such notice is received and verified by Gateway Fiber. If you terminate your Service(s) you will be entitled to a refund of any portion of any monthly Service fee which you have paid in advance less any amounts due us from you.
  - c. **Suspension and Termination by Gateway Fiber.** We may suspend your Services with no notice if you have failed to comply in full with any term of this Agreement, including your obligation to pay.
  - d. **Your Obligations upon Suspension or Termination.** You agree that upon termination or suspension you will (i) immediately cease use of the Services and all Equipment; (ii) pay in full for any amount owed for Services and any damage or loss of Equipment and you will permit us and our employees, agents, contractors, and representatives to access the Service Address during regular business hours to remove the Equipment and other material provided by Gateway Fiber.
  - e. **Reconnection.** If Gateway Fiber terminates your Service for nonpayment or other violation of this Agreement, you must pay the charges and fees pursuant to Section 2(e) of this Agreement in order to resume Service. To get your Service(s) turned back on, there may be a fee for a single service reconnection or a multiple service reconnection ("Reconnection Fee"). The Reconnection Fee is priced according to the pricing schedules which are published on [www.gatewayfiber.com](http://www.gatewayfiber.com).
  - f. **Deletion of Customer Information.** Gateway Fiber and the Service Providers reserve the right both during the term of this Agreement and upon its termination to delete your voicemail, data, files, or other customer information that is stored on Gateway Fiber or the Service Providers' servers or systems, in accordance with our storage policies. You understand and acknowledge that we shall have no liability to you or others for the loss or removal of any such voicemail, data, files, or other customer information.

18. **Miscellaneous.**

- a. **How to Contact Us.** For any inquiries or notices required in connection with this Agreement, you may contact us (i) via [www.gatewayfiber.com](http://www.gatewayfiber.com), (ii) in writing at Gateway Fiber, P.O. Box 210, Jonesburg, MO 63351, or (iii) on our customer service line at (888)201-4339.
- b. **How you will Receive Notices.** Gateway Fiber may deliver this Agreement or any other communications to you by sending it to you via U.S. Mail at your billing address on record, your Service Address, or delivering it by hand. The notice will be considered given, after it is deposited in the U.S. Mail to your billing address or hand-delivered to you. Gateway Fiber may notify you of changes to this Agreement, Service fees or Equipment charges by posting it on [ww.gatewayfiber.com](http://www.gatewayfiber.com) or in a statement on your bill.
- c. **Entire Agreement.** This Agreement, your application and the current pricing lists and additional terms and the Gateway Fiber Customer Privacy Statement can be found at [www.gatewayfiber.com](http://www.gatewayfiber.com) (all of which are incorporated herein by reference). Those documents constitute the entire agreement of the parties for Services and Equipment.
- d. **Acceptance of, Use of, or Payment for Services are Acceptance of Agreement.** When you apply or accept Equipment or Services, you agree to the prices as published on the webpage and all the terms and conditions in this Agreement.
- e. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws rules. In the event that any portion of this Agreement is held to be invalid or unenforceable, the invalid or unenforceable portion shall be construed in accordance with applicable laws as nearly as possible to reflect the original intentions of the Parties as set forth herein, and the remainder of this Agreement shall remain in full force and effect. No waiver by either party of any breach or default shall be deemed to be a waiver of any preceding or subsequent breach or default.
- f. **Assignment.** Gateway Fiber may assign its rights and obligations under this Agreement, without notice, to (i) any affiliate of Gateway Fiber or (ii) to any party acquiring all or substantially all of the assets of Gateway Fiber. You may not assign or transfer this Agreement without Gateway Fiber's prior written consent.
- g. **Survival of Limitations.** All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.
- h. **Gateway Fiber Rights and Remedies.** Nothing contained in this Agreement shall be construed to limit Gateway Fiber's rights and remedies available at law or in equity.

**ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO  
GATEWAY FIBER PHONE SERVICES**

19. **Limitations of 911/E911 Dialing and Other Service.**

- a. **Limitations.** The Services include the ability to place calls to emergency dispatch operators by dialing "911" ("911/E911" and "911/E911 Services") which may differ from 911/E911 functions furnished by traditional telephone service providers. As such, the 911/E911 Services may have certain limitations. CAREFULLY READ THE INFORMATION BELOW. YOU ACKNOWLEDGE AND ACCEPT ANY LIMITATIONS ON 911/E911 AND AGREE TO INFORM ALL PERSONS WHO MAY HAVE OCCASION TO PLACE CALLS OVER THE SERVICES OF THE "911" LIMITATIONS. If you have any questions about 911/E911, call Gateway Fiber customer service at (888)201-4339.
- b. **Correct Address.** In order for your 911/E911 calls to be properly directed to emergency services, Gateway Fiber must have your correct Service Address. If you move your Services to a different

address without Gateway Fiber approval, 911/E911 calls may be directed to the wrong emergency authority or may transmit the wrong address, or the Services (including 911/E911) may fail altogether.

You must notify Gateway Fiber customer service at (888)201-4339 at least 10 business days before you move the Services to a new address. All changes in Service Addresses require Gateway Fiber's prior approval. You understand and acknowledge that Gateway Fiber will need 10 business days to update your Service Address in the E911 system so that your 911/E911 calls can be properly directed.

- c. **Network Congestion or Failures.** Calls, including, but not limited to, calls to 911/E911, may not be completed if there is a problem with network facilities, including, but not limited to network congestion, network equipment failure, or another technical problem.
  - d. **Service Interruptions Caused by Power Failures.** The Phone Service uses the electrical power from your Service Address. You understand and acknowledge that you may lose access to and use of the Service, including 911/E911, under certain circumstances, including, but not limited to, the following: (i) if our network or facilities are not operating; (ii) if electrical power to your Optical Network Terminal ("ONT"), is interrupted and such devices are not supported by a working battery backup. You also understand and acknowledge that the battery backup option that connects to the Gateway Fiber ONT (modem) may provide power for only a limited time, that the performance of the battery backup is not guaranteed, and that if the battery is exhausted, the Services will not function until normal power is restored. GATEWAY FIBER ONTS DO NOT INCLUDE A BATTERY BACKUP.
  - e. **LIMITATION ON LIABILITY.** YOU ACKNOWLEDGE AND AGREE THAT GATEWAY FIBER AND ITS SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE, INABILITY TO DIAL 911 USING THE SERVICES, OR INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS GATEWAY FIBER AND ITS SERVICE PROVIDERS HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEY FEES) BY YOU OR ANY THIRD PARTY USER OF THE SERVICES RELATING TO THE FAILURE OR OUTAGE OF THE SERVICES, INCLUDING THOSE RELATED TO 911/E911 SERVICES PROVIDED TO YOU IN CONNECTION WITH THE SERVICES.
20. **Residential Acceptable Use.** Unless you subscribe to a plan that expressly permits otherwise, you agree to use the Phone Service only for personal and non-commercial purposes; however, you are permitted to use the Phone Services to make business calls that are incidental to your personal and non-commercial use of the Phone Service. You expressly agree not to use the Services for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with normal residential calling patterns. If we determine, in our sole discretion, that your Phone Services are being used for any of the aforementioned activities, we reserve the right to immediately and without notice to terminate or modify the Services.
21. **Per-call and Measured-call Charges.** Calling plans that are all billed on a flat monthly fee basis do not include certain types of calls such as operator services or international calls. These call types will instead be charged on a per-call or a measured basis. For billing purposes, a measured call begins when the call is answered by the called party or an automated answering device (such as an answering machine or fax machine); and ends when one of the parties disconnects the call. Measured calls are recorded in whole minutes, with partial minutes rounded up to the next whole minute. However, some providers (e.g., those involved in calls to foreign countries) charge Gateway Fiber for a completed call when the called party's line rings or after a certain number of rings. In these situations, Gateway Fiber will charge for the call as if it were answered by the called party.



Consult the pricing lists at [www.gatewayfiber.com](http://www.gatewayfiber.com) for information on per-call charges and measured-call charges.

22. **Rounding of Fractional Charges.** If the computed charge for a measured call includes a fraction of a cent, the fraction is rounded up to the nearest whole cent. If the computed charge for taxes or surcharges includes a fraction of a cent, the fraction is rounded up to the nearest whole cent.
23. **Third-party Charges.** The Phone Services may allow you to access “dial-up” internet service providers, or other enhanced service providers (e.g., information services accessible through 800, 888, and 877 numbers). You acknowledge that you may incur charges with such providers that are separate and apart from the amounts charged by us. You agree that all charges payable to third parties, including, but not limited to, all applicable taxes, are your sole responsibility. You are solely responsible for protecting the security of credit card information you may give out to others in connection with such transactions.
24. **Equipment.**
  - a. **Handset and Wiring.** In order to use the Phone Services, you are required to provide certain customer equipment including, but not limited to, a phone handset or equivalent, phone inside wiring and outlets, and a powered electrical outlet. You may attach analog telephones to the ONT (modem) to use the Service. Gateway Fiber does not guarantee that you will also be able to attach telephones to the jacks within your premises to use the Service. You may request our assistance in attempting to enable such use and if you do so, Gateway Fiber will charge applicable Service charges to do so.
  - b. **Incompatible Equipment and Services.** You acknowledge and understand that the Phone Services may not support or be compatible with (i) certain non-voice communications equipment, including, but not limited to, alarm or security systems that make automatic phone calls; medical monitoring devices; certain fax machines; and certain “dial-up” modems; (ii) rotary-dial phone handsets, pulse-dial phone handsets, and models of other voice-related communications equipment such as answering machines and traditional Caller ID units; (iii) casual/dial around (10-10) calling; 976, 900, 700, or 500 number calling; (iv) 211, 311, or other x11 calling (other than 411, 511, 611, 711, and 911).

**BY ACCEPTING THIS AGREEMENT, YOU WAIVE ALL CLAIMS AGAINST GATEWAY FIBER AND SERVICE PROVIDERS, FOR INTERFERENCE, DISRUPTION, OR INCOMPATIBILITY BETWEEN THE EQUIPMENT AND SERVICES. IN THE EVENT OF SUCH INTERFERENCE, DISRUPTION OR INCOMPATIBILITY, YOUR SOLE REMEDY SHALL BE TO TERMINATE THE SERVICES IN ACCORDANCE WITH SECTION 17.**

- c. **You Assume the Risk of High-Risk Activities.** The Services are not represented as fail-safe. They are not designed for use in situations where error-free or uninterrupted service is essential. You expressly assume the risk of any damages from high-risk activities involving vital communications in which an error or interruption in the Services could lead to material injury to business, persons, property, or the environment.
  - d. **No Tampering with or Relocation of Equipment.** You will not service, alter, modify, or tamper with the Services or Equipment, or permit any other person not expressly authorized by Gateway Fiber to do so. You agree that the ONT (modem) and the Phone Services will only be used at your Service Address appearing in our records. You understand and acknowledge that if you attempt to install or use such Equipment or Services at another location, the Services, including, but not limited to, 911/E911, may fail to function or may function improperly. If you move ONT (modem) or Services to another location without complying with Section 6, you do so in violation of this Agreement and at your own risk.
25. **Transferring your Phone Number.**

- a. **Switching to Gateway Fiber from Another Provider.** If you are switching to our Service from another service provider, you may transfer your existing phone number to our Service, provided that (i) you request the phone number transfer when you place your order for our Service; (ii) your current service provider releases your existing phone number, without delay or charge; (iii) transfer of your existing phone number to our Services does not violate applicable law or our processes and procedures. If your ONT (modem) is set up before your phone number transfer becomes effective (such phone number transfer date being the “Port Effective Date”), you may be able to only make limited outgoing calls over the phone that you have connected to such Equipment. In that event, you should keep another phone connected to an existing phone extension at your service location to receive incoming calls until the Port Effective Date, after which you will be able both to make and to receive calls using our Service; to avoid an interruption in your existing phone service, it is extremely important that you have the ONT (modem) installed on or before the Port Effective Date. Your existing phone service for the number you are transferring will be disconnected on the Port Effective Date; if your Equipment is not yet activated, you will not have access to our Service. If you have questions about the timing of your Port Effective Date, please contact us.
  - b. **Switching from Gateway Fiber to Another Provider.** To transfer your phone number from Gateway Fiber to another service provider, you must terminate the Phone Services and place the transfer order through your new service provider (and not through Gateway Fiber). Gateway Fiber will release your phone number to your new service provider, provided that (i) your new service provider requests the transfer upon termination of your account; (ii) your new service provider is willing to accept transfer of the phone number without delay or charge; and (iii) transfer of your existing phone number to the new service provider would not, in our view, violate applicable law or our processes and procedures.
26. **Regulatory Limitations.** You understand and acknowledge that the Phone Service may be subject to regulatory or tax treatment that differs from the regulatory or tax treatment applicable to traditional telephone service. This different treatment may limit or otherwise affect your rights of redress through federal or state regulatory authorities.

**ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO  
GATEWAY FIBER BROADBAND INTERNET SERVICES**

27. **General.** You are responsible for all internet activity and bandwidth usage originating from the use of the Service at your Service Address. You agree to ensure that use at your Service Address complies fully with this Agreement. You are solely responsible for protecting the confidentiality of your screen names, passwords, PINs, parental controls, and other security measures.
28. **Equipment and Software.**
- a. **Monthly Charges.** The monthly charge for the Services will include the Service level you have requested and other Equipment installed at the Service Address.
  - b. **Installation.** Gateway Fiber or a Gateway Fiber authorized contractor will install the Equipment.
29. **Acceptable Use.**
- a. **Lawful Purposes Only.** You shall use the Internet Services for lawful purposes only. You shall not post or transmit through the Internet Services any material (including any message or series of messages) that violates or infringes on the rights of others (including copyright), that is unlawful, threatening, abusive, obstructive, harassing, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, or that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

- b. **No Resale.** You may not use the Service for operation as an ISP or the hosting of websites other than as expressly permitted under this agreement. You may not use any form of transmitter or Wide Area Network (“WAN”) that enables persons outside your Service Address to use the Services, without express written approval and approved application for Service that includes those Services.
- c. **Copyrighted Material.** The Services provide access to copyrighted material, trademarks and other proprietary information. Except as otherwise expressly permitted under copyright law, no copying, redistribution, publication or commercial exploitation of downloaded material is permitted without the consent of Gateway Fiber and/or, the third party copyright owner.
- d. **Postings.** You shall not upload post or otherwise make available on the Services any material protected by copyright, trademark or other proprietary right without the express permission of the owner.
- e. **Customer Lists.** You give Gateway Fiber consent to use, distribute, transfer, loan, or otherwise share with other persons or entities user lists which include you as well as aggregate information, so long as it is not contrary to any applicable law or Gateway Fiber’s Privacy Statement. Aggregate information includes demographic data, usage patterns, preferences, survey data, or other descriptive information which does not disclose the identity of any particular user.
- f. **Enforcement of Acceptable Use Restrictions.** The provisions of this Section 29 are for the benefit of Gateway Fiber, the Service Providers, and licensors, and each shall have the right to assert and enforce these provisions directly on its own behalf.
- g. **Additional Operating Policies and Conditions of Use:**
  - i. You shall not impersonate any person on the system or communicate under a false name or a name that you aren’t entitled or authorized to use.
  - ii. You shall not participate or use your Services in any way to make fraudulent offers of products, items or services.
  - iii. You shall not mass post the same message to any inappropriate on-line sites (ex., junk e-mail, bombing or spamming).
  - iv. You shall not post or e-mail scams such as “make-money-fast” schemes or pyramid or chain letters. Nor shall you engage in these activities using the service of another ISP while channeling such activities through the Services or using the Services as a mail drop for responses.
  - v. You shall not use the Services to send unsolicited advertising, promotional material or other forms of unwanted solicitation, except in areas on-line specifically designated for such communications.
  - vi. You shall not interfere with Gateway Fiber’s ability to provide Services to others, including, but not limited to, the use of excessive bandwidth, or interfering with other users’ use of the Services.
  - vii. You shall not knowingly transfer post or transmit files that contain viruses, worms, “Trojan Horses” or any other contaminating or destructive features.
  - viii. You shall not export software or technical information in violation of United States export control laws.
  - ix. You shall not perform any activity on the Services that constitutes a criminal offense.
  - x. You shall not use the Services in any manner that threatens or causes damage to the Gateway Fiber’s fiber network. (Examples include “spawning” dozens of processes and consuming excessive memory of CPU for long periods).
  - xi. You shall not use any form of transmitter, router or WAN that enables persons or entities outside your Service Address to use the Services, whether or not a fee is sought. If you use a

wireless network or Wi-Fi within the premises at your Service Address, you must establish and use a secure password or similar means to limit wireless access to the Services to your Service Address.

- h. **Monitoring Measures.** Gateway Fiber reserves the right to monitor customers' actions when deemed necessary to troubleshoot connectivity problems or determine if there is an abuse of the Internet Services or violation of this Section 29.
- i. **Violations of Acceptable Use Restrictions.** Violations of this Section 29 may result in suspension or termination of Services.
- j. **Investigations.** In its sole discretion, Gateway Fiber may initiate an investigation and, in order to prevent further possible unauthorized activity, may suspend access to Service to the individual account in question. Confirmation of violations may result in termination of the individual account and, in cases of unlawful activity, referral to law enforcement.
- k. **Enforcement Disclaimer.** By publishing these acceptable use restrictions, Gateway Fiber is not assuming any obligation to any customer or third party to take any action related to these restrictions. Gateway Fiber expressly disclaims any liability to any customer or third party for any failure to: (i) monitor or investigate activity on our network, or (ii) enforce these restrictions.

Gateway Fiber complies with the Online Copyright Infringement Liability Limitation Act of 1998 17 USC 512 (the "Act"). As required by the Act, we have a policy that reserves our right to terminate Services to customers who repeatedly infringe copyrights. In the event that we receive a determination that any customer or account holder has infringed another's copyright through the use of our system or network, we reserve the right to terminate service to that customer after receiving notice of any further copyright infringement by that customer. Gateway Fiber accommodates and does not interfere with standard technical measures to identify and protect copyrighted works, subject to the limitations of the Act.

- 30. **Tier.** The Services are offered on a tiered basis. For Internet Service, each tier has limits on the maximum throughput rate at which customers should expect to be able to send and receive data at any time. You must report any anomalous traffic to Gateway Fiber within 5 calendar days. If such traffic is reported promptly and resulted from circumstances outside your control, such as a computer virus, spam attack, or a denial of service attack, Gateway Fiber may, at its discretion, confirm the source of the problem and deduct the bandwidth from your usage statistic. You agree that Gateway Fiber may use technical means, including, but not limited to, suspending or reducing the speed of your Services, to ensure quality of service to other customers or for other good cause, and that Gateway Fiber may at its option move you to a higher tier of Services (which may result in higher monthly charges). You agree that Gateway Fiber has the right to monitor your usage patterns to facilitate the provision of the Services and to ensure your compliance with this Agreement and any additional terms of use found at [www.gatewayfiber.com](http://www.gatewayfiber.com). Gateway Fiber may take such steps as it determines appropriate in the event that your usage of the Services does not comply with this Agreement or any additional terms of use found at [www.gatewayfiber.com](http://www.gatewayfiber.com).
- 31. **Service, Speeds and Availability.** You understand and agree that the actual throughput rate you may experience at any time will vary based on numerous factors, including, but not limited to, the condition of wiring at your location, computer configurations, Internet and Fiber Network congestion and management, the time of day at which the Service is used, and the website servers you access. You agree that any unavailability or impairment of these Services is not a basis for a demand for a refund or credit or any claim against Gateway Fiber. You agree to cooperate with Gateway Fiber in connection with any remote or on-site service level verification or troubleshooting.
- 32. **Monitoring.** Gateway Fiber shall have the right, but not the obligation, to monitor the content of the Services, including, but not limited to, chat rooms, bulletin boards and forums, in order to determine compliance with this Agreement and any operating rules established by Gateway Fiber. Gateway

Fiber shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on the Service. Without limiting the foregoing, Gateway Fiber shall have the right to remove any material that Gateway Fiber, it finds to be in violation of the provisions hereof or any operating rules established by Gateway Fiber, or otherwise to be objectionable (including, but not limited to, indecent or obscene words or material; obstructive or disruptive communications; and epithets and the like). Under no circumstances, however, does Gateway Fiber undertake any obligation to review or determine the acceptability or accuracy of any customer postings.

Last Revised 12/13/2019