



Northeast Missouri Rural Telephone Company Terms and Conditions

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Northeast Missouri Rural Telephone Company Terms and Conditions

Northeast Missouri Rural Telephone Company (“NEMR” or “we”) provides services (the “Services”) to customers (“Customer” or “you”) that are subject to the following Terms and Conditions (the “Terms” or “Agreement”). By applying for service with Northeast Missouri Rural Telephone Company or by using the Services, you affirmatively agree that you have reviewed and accepted the terms of this Agreement. These Terms represent a binding legal commitment between you and Northeast Missouri Rural Telephone Company. Continued use of the Services constitutes the affirmative agreement to these Terms and Conditions.

Our Right to Change the Terms and Conditions & Your Related Rights

NEMR reserves the right to change the Terms and Conditions under which NEMR sites and Services are offered, including but not limited to the charges associated with the use of NEMR sites and Services. Other changes can include but are not limited to the following: (1) how we calculate charges and apply any given discounts; (2) how we provide service coverage; (3) how we utilize technology to provide you Service; (4) and Cost Recovery Fees. In response to the Terms and Conditions changes, you have the right to terminate Service(s). Any access fees or charges arising from your continued use of our Services after the effective date of change are your sole responsibility. You agree to indemnify and hold harmless Northeast Missouri Rural Telephone Company, its officers, employees and affiliates for losses or third-party claims arising from Customer’s use of the Services. Continued use of NEMR Services after Terms have changed constitute agreement to the Terms.

Reselling of NEMR Products or Services

Reselling of any NEMR products or services is expressly prohibited.

Electronic Communications

By visiting NEMR’s website, customer portal(s), providing your email address to us, or by sending email to us, you agree to send and receive communications with us electronically. We will communicate with you by email or by posting notices on this site or in the customer portal. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Messaging

By providing NEMR with your mobile or cell phone number, you are consenting to receive text messages from NEMR in regard to your Services. These messages may include appointment reminders, notifications that a technician is enroute, or offers in relation to your services. If at any time you wish to Opt-Out of these messages, you must notify NEMR to that effect.

Your Account

When applying for service with NEMR, you must provide accurate and complete information about yourself as requested during the application process. NEMR reserves the right to terminate, without notice, accounts with inaccurate, fraudulent, or incomplete customer information. You must also

maintain that information after you create your account, so it remains complete and accurate. You will have the ability to create other accounts and sub-accounts. By creating additional accounts or sub-accounts, you confirm acceptance, understanding, and agreement of these Terms for anyone using NEMR's Services under those accounts. You are solely responsible and agree to pay for all use (whether authorized or unauthorized) of our Services under your account(s) and subaccount(s). You are also solely responsible for all use and for all acts and omissions of users or third parties that have access to your Services. You agree to take all reasonable precautions to prevent unauthorized access to or use of our Services and will notify us promptly of any unauthorized access or use. You agree to indemnify and hold harmless NEMR, its officers, employees and affiliates for losses, third-party claims or fraud arising from the use of the Services by users or third parties that have access to your Services. NEMR will not be liable for any loss or damage arising from unauthorized use of your account.

Payment Terms

Services with Northeast Missouri Rural Telephone Company are billed one month in advance (with the exception of long distance/toll charges which are billed the following month). Should services be disconnected prior to the end of the month, you will receive a pro-rated credit for the unused portion on the following month's invoice. You agree to pay any and all charges that your accounts, sub-accounts, or end users accessing your Services incur while using NEMR's service, including any and all applicable taxes and fees. It is always your responsibility to manage your Account balance to keep your Services active.

All invoices from NEMR, are due on the 21st of the month. Any undisputed charges not timely paid in full by the due date shall be assessed a late fee in the amount of \$5.00. For past due amounts, NEMR may, after giving you five (5) days' notice, suspend or permanently disconnect all Services until you have paid your balance in full. In order to provide Services, NEMR may from time to time, at its sole discretion, review your creditworthiness. NEMR may require a security deposit prior to new Services being made available for use and may limit the aggregate charges or usage allowed in a given period. Any security deposit amount(s) paid shall be refunded after 12 months of timely payments or applied to the account balance upon disconnect of Services, whichever occurs first.

If NEMR receives a "chargeback" or payment reversal request from your bank or credit card company for a payment that was made on your account, your ability to use that method for future payments may be suspended. For any payment that receives a chargeback or payment reversal request, any credit that was applied to your account will be reversed. Additionally, all chargebacks issued to the account will incur a \$25 handling fee per incident.

Temporary Suspension of Service (Vacation Mode)

NEMR allows Services to be temporarily suspended in Vacation Mode provided that the Services have met the terms of any existing contract period and are no longer under contract. There are no charges for Services while Services are temporarily suspended in Vacation Mode, however there is a nonrecurring charge of \$15.15 to reconnect Services when Vacation Mode is ended. Services may not be on Vacation Mode for longer than 12 consecutive months.

Taxes

All Service Fees and other charges are exclusive of any taxes, surcharges, public utility fees and regulatory fees (including, without limitation, Universal Service Fees and E911 taxes). You are responsible for taxes and fees billed by NEMR. Taxes and regulatory fees may increase during the Term, and you will pay such increased fees commencing with the next monthly bill. Should you claim an exemption of any taxes or regulatory fees, you must provide official documented and certified proof of such exemption. Any relief from taxes or regulatory fees will begin upon receipt of exemption. In no event will NEMR be liable for any taxes due by your accounts, sub-accounts, or your Users, and you agree to defend, indemnify, and hold harmless NEMR against third party claims against NEMR alleging nonpayment of taxes or fees.

Disputed Charges

If you dispute any charges in good faith, you shall submit to NEMR within ten (10) calendar days following the posting of such disputed charges, the written documentation identifying the disputed charged amounts. NEMR shall investigate the disputed charges and upon a finding in favor of customer, NEMR shall issue a credit to your account. Failure to dispute a charge in writing within ten (10) days of the posting of that charge will create an irrefutable presumption of the correctness of the charge, absent manifest error. A dispute may not be based upon a claim that all or a portion of the charges for the Services were incurred by unauthorized users. All decisions concerning disputes are subject to NEMR's sole discretion.

Our Right to Suspend or Terminate Services

At any time, and for any reason, we may terminate these Terms and Conditions and all Service(s) upon written notice to you. Further, we may immediately suspend or terminate any Service(s) with or without notice for the following reason(s) that warrant such action: (1) if you breach the NEMR Terms and Conditions; (2) if you fail to respond to a law enforcement request or other government order; (3) if you use Services to violate any state or federal laws or laws of any other competent jurisdiction in any manner; (4) you fail to comply with the Payment section of the Terms and Conditions; or (5) you violate the NEMR Acceptable Use Policy ("AUP").

Intellectual Property and Confidentiality

All content of NEMR or any affiliated websites such as text, graphics, logos, button icons, images, data compilations and software, is the property of NEMR and is protected by intellectual property laws. Except where allowed by law, you may not attempt to reverse engineer, decompile, recreate source code, or create derivative works of any software used in providing NEMR Services. You agree to indemnify and hold harmless NEMR, its officers, employees, and affiliates against third-party claims alleging that you, your employees, officers, affiliates users or end users use the Services in a way that violates a third party's intellectual property rights.

"Confidential Information" means any business or technical information disclosed by one Party to the other Party that: (1) if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure; (2) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. "Confidential Information" does not include any information which: (1) is publicly available through no fault of receiving Party; (2) was rightfully known to receiving party prior to disclosure; (3) is independently developed by the receiving Party without use

of or reference to the disclosing party's Confidential Information. For clarity, NEMR software and access-restricted customer portal capabilities constitute Confidential Information.

Each Party agrees it will not disclose Confidential Information to third parties without written consent of the other Party, except to those employees, vendors, or affiliated entities with a bona fide need to know and are legally bound to keep such information confidential consistent with this Agreement. Either Party may disclose Confidential Information of the other Party as required by law.

Limits of Liability

NEMR shall not be liable for any delay or failure to provide service(s) at any time. In no event shall NEMR, its officers, directors, employees, shareholders, affiliates, agents or providers who furnish services to customer in connection with this agreement or the service be liable for any incidental, indirect, special, punitive, exemplary or consequential damages, including but not limited to loss of data, loss of revenue, profits or anticipated profits, or damages arising out of or in connection to the use or inability to use the service. Further, in any event, the liability of NEMR to customer for any reason whatsoever shall be limited to a credit in an amount not to exceed the amount paid by the customer for NEMR's service for the period of time of any event or occurrence that gives rise to the claim by customer. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, product liability, or tort and any and all other liability and apply whether or not NEMR was informed of the likelihood of any particular type of damage.

Warranties

The services provided under this agreement and any addendum(s) hereunder are provided on an "as-is" basis, without warranty of any kind, express or implied. NEMR hereby disclaims any and all warranties of any kind including, but not limited to, warranties of merchantability and fitness for a particular purpose, and any others arising by statute or otherwise in law from course of dealing, usage of trade or otherwise.

Legal Compliance

In conjunction with this Agreement, each party shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations and orders of any commission or other government body.

Jurisdiction

Customer agrees to the exclusive jurisdiction of the state and federal courts of Sullivan County in the state of Missouri in the United States of America for any and all disputes arising out of or relating to NEMR's Services of these Terms and Conditions or concerning the validity or enforceability of these Terms and Conditions.

CPNI

You have the right under Federal Law, and NEMR has a duty to protect the confidentiality of your Customer Proprietary Network Information ("CPNI"), which includes information about the telecommunications Services you use including: (1) the quantity; (2) type and location; (3) technical

configuration; (4) and other subscriber information found on your bill. To further protect your information, we implement safeguards and contact authentication procedures in protecting your CPNI. Only authorized users that are listed on the account can communicate with NEMR representatives and receive information regarding the account.

Value Added Resellers

("VAR") or Agents who sell communications services may send invitations with an affiliate link to their End Users inviting them to sign up for NEMR Services. Creating an Account from such an affiliate link represents a binding legal commitment to abide by NEMR Terms and Conditions. Creating an Account from an affiliate link also provides the VAR or Agent the ability to manage NEMR Services on your behalf, and by doing so you explicitly: (1) grant the referring Agent or VAR authorization to order Services on your behalf, (2) authorize the Agent or VAR to request information about your NEMR Services or Billing Information, including but not limited to: call details records, service information, billing information, assigned telephone numbers, or other configuration details, some or all of which may be considered CPNI. You may revoke the VAR or Agent ability to manage your account and access CPNI by contacting NEMR at helpmail@nemr.net. NEMR is committed to protecting the confidentiality of CPNI. NEMR may, from time to time, have the opportunity to offer you products and services that will better meet your needs by using service-related information associated with the services you have already purchased from NEMR. If you wish to restrict NEMR's use of your CPNI, please notify NEMR, in writing, to restrict the use of your information.

Acceptable Use Policy

Please send reports of activity in violation of these Terms & Conditions to helpmail@nemr.net. NEMR will reasonably investigate incidents involving such violations. NEMR may involve and will cooperate with law enforcement officials if any criminal activity is suspected. Violations may create criminal and civil liability.

E911 Terms & Conditions

Definitions

911 = Emergency call service typically used for delivering emergency calls to a public safety access point.

PSAP = Public Safety Answering Point

VoIP = Voice over IP

DID = Direct Inward Dial aka 10-digit local telephone number

ECRC = Emergency Call Relay Center

Customer Obligations Concerning Emergency 911 Service Limitations

Due to FCC rulings and regulations, all customers who are using NEMR Services as their primary residential or business telephone carrier must activate 911 Emergency Services on at least one telephone number per location.

You agree to provide NEMR with detailed address and contact information related to any location where you are utilizing NEMR Services and may access 911 Emergency Services. You agree to continually update this information prior to implementing any moves, adds or changes to NEMR Services or your service location. You acknowledge that failure to provide such information on a timely basis will severely impair NEMR's ability to provide emergency 911 services. Failure to update location and contact information may result in 911 calls routing to the incorrect PSAP.

To ensure any E911 call is routed properly, you must set your outbound caller ID value to the specific 10- digit number which includes 911 Service. This is how the NEMR network identifies Your Emergency Response Location and determines PSAP routing.

Service Outages Due to Power Failure or Broadband/Internet Service Disruption

Northeast Missouri Rural Telephone Company will provide a battery backup power source that will provide up to 8 hours of power to your corded phone in the event of a power failure. Cordless phones will not run off the backup battery and therefore will not work in the event of a power failure. The battery backup will not provide power to internet services. NEMR has extra batteries available for purchase if you would like to extend the length of backup power in the event of an outage.

Hosted PBX Customer with an ISP Other Than NEMR

Service outages or suspensions or disconnections of service by your broadband service provider or ISP will prevent all Services, including 911 Dialing, from functioning.

NEMR shall have no responsibility or liability to you or any third party in connection with or for responding to emergency 911 or other emergency referral calls. You agree to indemnify and hold NEMR harmless from and against any actions and/or liability arising out of NEMR's provision of said Service.

Alternate 911 Arrangements

If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or disconnecting the Service.

Northeast Missouri Rural Telephone Company-Provided Telephone Numbers

NEMR provides new Telephone Numbers in Offered Rate Centers. NEMR retains ownership and is the customer of record for NEMR provided Telephone Numbers used with our Services. Unless required by law, we reserve the right to refuse porting of NEMR provided Telephone Numbers at our sole discretion.

NEMR reserves the right to reclaim NEMR provided Telephone Numbers that are underutilized or are associated with accounts that are suspended due to non-payment, suspected fraud, or abuse, 60 days after notice.

Ported Telephone Numbers

NEMR can, in certain areas, port-in existing Telephone Numbers registered to another carrier upon request. Please contact NEMR to see if this is available in your location. You represent and warrant you have all rights and authorizations required necessary for the porting and will provide necessary documentation before the port request is processed.

If you change a requested service activation date such that NEMR incurs charges from a donating carrier for Local Number Portability order change, cancellation, or snapback, NEMR will charge you any fees or charges incurred as a result of your requested cancellation or change. If you port out a number in error, NEMR will charge you any fees or charges incurred to retrieve or snapback the number from the winning carrier.

SIP Trunking

NEMR has a SIP Trunking Service available. Rates are based on the number of call instances and DIDs. For additional information, contact Northeast Missouri Rural Telephone Company Support.

Some features are available for additional charges and will be billed to your account and appear on your invoice. It is your responsibility to disconnect any Features that are not in use. Failure to disconnect Features will result in continued monthly billing for those Features, which you agree to pay.

Third Party Product

Device Configuration. It is your responsibility to properly configure your servers and/or devices for use with NEMR Services. NEMR does not offer free technical assistance for third party devices which may include but not limited to PBX Servers/Switches, IP Phones, routers, extenders, and ATA Adapters. NEMR does offer professional services for configuration and setup assistance, please contact our sales department at helpmail@nemr.net or call 660.874.4111. You are solely responsible for charges arising from fraudulent usage or hacking of misconfigured devices. Please note that due to the overwhelming number of third-party devices on the market, professional service engagements are not guaranteed.

Usage

Usage rate plans are published on NEMR's website and include charges for local, domestic long distance, and toll-free calling and may be updated at our discretion. Each account is allowed 3 free calls to Directory Assistance per month. Any calls to Directory Assistance (411, 1-XXX-555-1212) including Toll Free Directory Assistance (1.800.555.1212) above the 3-call threshold will incur a per call charge to route to our national Directory Assistance call center. You are responsible for any fees or surcharges imposed by operators from inbound calling.

Voice Usage Policy

NEMR prohibits using the Service without prior written approval for high-volume autodialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting, or unsolicited advertising, promotional announcements, or solicitations, routing a disproportionate volume or percentage of high

cost voice traffic to NEMR that exceeds reasonable business usage, or usage that violates federal, state, or local statutes, ordinances, regulations or orders. Caller ID “spoofing” i.e., placing calls to the NEMR network with randomly generated 10-digit phone numbers, or any number not associated with your Account, set as the outbound caller ID is prohibited. You agree information you provide to the LIDB/CNAM database will not be misleading or inaccurate, and you agree to adhere to industry standards, laws, rules, and regulations relating to CNAM, including the Truth in Caller ID Act. NEMR reserves the right to immediately disconnect or modify Service without opportunity for refund if we determine, in our sole and absolute discretion, that you have at any time used the Service or devices for any of the aforementioned or similar unapproved activities.

Rate Adjustments for Short Duration and Incomplete Calls

If 30% or more of your completed calls are equal to or less than 60 seconds in length (the “Short Duration Call Threshold”), or if more than 30% of your total call attempts do not complete during any given month per Account during any billing cycle (the “Incomplete Call Threshold”), then NEMR may change your rates upon notice. Additionally, NEMR may terminate your use of the Service and disconnect all relevant Services upon 30 days prior notice.

Assignment

You may not assign this Agreement to any third party without NEMR’s prior written consent. NEMR may assign this Agreement upon written notice to you.