



STE COMMUNICATIONS

Terms and Conditions for Broadband Services

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Broadband Service

1. Broadband Services include Broadband Internet Access provided to Residential and Business customers. Also called Internet service Fiber Service, Cable Modem, or DSL, these services are subject to limited regulation by the FCC.
2. Types of Services
 - a. Internet Access Services is provided on an as-is basis. Internet Access Services are categorized as Symmetrical or Asymmetrical. Asymmetrical services are most common and provide downstream (from the Internet) at greater bandwidth than upstream (to the Internet). Symmetrical service provides similar capacities in both directions. The speeds the Company provides are at a “best effort” and are contingent on network factors. The Company does not guarantee that customers will consistently achieve the speeds set forth.
 - b. Ancillary Services available to broadband customers include
 - i) E-mail addresses
 - ii) Managed Wi-Fi
 - iii) Static IP address assignment
 - iv) Managed antivirus
 - v) Offsite backup and restoration
3. Acceptable Use Policy
 - a. Internet Access services are governed by the Company's Acceptable Use Policy, which is posted on its website at www.goste.net
4. Use of Profane Language or Impersonation of Another
 - a. The Company may refuse to furnish or may deny service to any persons, firm, or corporation who over the facilities furnished by the Company, uses or permits to be used foul, abusive, obscene, or profane language; or impersonates or permits others to impersonate any other individual with fraudulent or malicious intent.
5. Copyright Protection Notice
 - a. The Company will handle complaints regarding copyright infringement in accordance with the Digital Millennium Copyright Act of 1998. A party wishing to register an allegation of copyright infringement by a Customer may file such an allegation using the information on the Company's website.
6. Network Performance
 - a. A description of network performance characteristics is available on our website at www.goste.net
 - i) During certain peak usage times, the Company may limit data transfer speeds in a non-discriminatory fashion, which may slow the streaming or download rate.

- ii) The Company will not unreasonably discriminate in the transmission of lawful network traffic.
- iii) The Company will not block access to lawful content, websites, applications, services, or non-harmful devices.
- iv) The Company will keep accurate records of your service location(s) and may also measure usage characteristics.
- v) The Company reserves the right to immediately disconnect or modify your service if the Company determines, in its sole and absolute discretion, that your use of service is, or at any time was, inconsistent with normal residential or business usage patterns or is otherwise in violation of these Terms and Conditions.
- vi) In the event your usage exceeds applicable usage limitations, and as an alternative to disconnection of service, the Company may offer you a revised service agreement, including higher rates for usage of service that is deemed to be inconsistent with normal residential or business use.
- vii) The Company reserves the right to protect its network from harm, which may impact legitimate data flows.
- viii) The Company reserves the right to limit throughput or amount of data transferred and to deny or discontinue service, without notice, to anyone it believes is using an unlimited data plan or feature in any manner prohibited herein or whose usage adversely impacts Company's network or service levels.

7. Customer Initiated Speed Test Information

- a. A link for a Customer Initiated Speed Test is posted on its website at www.goste.net

8. Rates

- a. For rates, please see our website at www.goste.net

Application

1. General

- a. The Rules and Regulations specified herein apply to the services and facilities furnished by Steelville Telephone Exchange, Inc., and affiliates hereinafter referred to as the Company.
- b. If the customer fails to observe these Rules and Regulations, the Company can discontinue service after due notice of such failure.

Obligation and Liability of Company

1. Availability of Facilities

- a. The Company's obligation to furnish services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights for such facilities.

2. Allowance for Failure of Service

- a. The Company does not guarantee the uninterrupted working of its services. In case service is interrupted other than by the negligence or willful act of the customer, an adjustment may be made in the amount of the charges for that portion of the service rendered inoperable. Any adjustment shall apply only if the interruption continues beyond twenty-four (24) hours after first noted by the Company. Adjustments will be made in the form of a bill credit. No other liability shall, in any case, attach to the Company.

3. Adjustment of Charges

- a. In the event of an adjustment of charges for overbilling or underbilling by the Company, a correction (refund or charge) may be made for the total amount of difference for no more than two (2) years. When the period or amount for which overbilling cannot be fixed from available records, the maximum refund or credit will not exceed an estimated amount of such billing.

4. Transmitting Messages – Security

- a. The Company does not transmit messages but offers the use of its facilities, where available, for communications between parties, subject to the rules, regulations, and conditions specified in these Terms and Conditions. Access to and use of any information or data obtained by the customer or any user via the use of service is at the customer or user's own risk, and the Company is not responsible for the accuracy, reliability, or security of such information. The Company does not attempt to verify the accurate receipt of any messages and is not responsible for any data loss resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, service interruptions, etc. The Company makes no representations, warranties, or assurances regarding the security of any system or network, or the protection or privacy of e-mail or other information transferred or communicated through the Internet or any other system or network. The Company shall not be liable for any breach of security arising from or in connection with a customer's or user's use of service or the Company's network.

5. Defacement of Property

- a. The Company shall exercise care in all work done on a customer's property. No liability shall attach to the Company because of any defacement or damage to the customers' property resulting from the existence of the Company's instruments, apparatus, and associated wiring on such property or by the installation or removal thereof unless such defacement or damage is the result of the negligence of the Company or its employees.

Use of Services and facilities

1. Use of Customer Service

- a. Service is furnished on a retail basis for residential or business use only. Service accounts are assigned to customers only, and the customer(s) in whose name the account is established will be treated as the account owner(s) for all purposes. Account owners shall be responsible for any and all use of the subscribed service. Customers will cooperate with

the Company to prevent third parties from gaining unauthorized access to services via the customer's facilities.

- b. Services must be used in compliance with all applicable Company policies. Without limiting the preceding, customers shall not use services for fraudulent, abusive, unlawful, or destructive purposes or in any manner that causes interference with the Company's or another service subscriber's use of the Company-provided network.
- c. Services may not be resold.
- d. Customers' broadband speed and latency information may be collected and reported to government agencies to verify that the service meets basic performance standards.

2. Connection of Customer Premise Equipment and Wiring

- a. Except when leased from, licensed from, or otherwise provided by the Company, all premise equipment, and wiring after the demarcation point is the property and responsibility of the property owner. The demarcation point is either outside or inside the premise and is typically the location where the Company's network is terminated and grounded.
- b. Customers may provide and install their personal customer premise equipment and wiring after the demarcation point so long as no electronic or physical harm is caused to the Company's network.
- c. Customers are not permitted to physically cut, improperly terminate, substantially alter, or otherwise destroy the Company's owned premise equipment and wiring before the demarcation point.
- d. Customer Premise Equipment and Wiring may be connected throughout the premise using coaxial, copper, and fiber wiring or wireless technology.
- e. To protect the premise equipment and wiring from electronic or physical harm, signal leakage, and other types of degradation, the Company may require that any premise equipment and wiring (including connectors, splitters, and other equipment used) meets reasonable technical specifications, not to exceed the technical specifications of such equipment installed by the Company. However, if the customer's connection to, redirection, or rerouting of the premise equipment and wiring causes electronic or physical harm to the Company's network, the Company may impose additional technical specifications to eliminate such harm.
- f. The Company's network is not represented as being adapted to using all customer premise equipment and wiring. The Company shall not be responsible for: the through transmission of signals generated by the customer premise equipment or for the quality of or defects in such transmission; the reception of signals by the customer premise equipment.
- g. The Company shall not be responsible to the customer if changes in criteria in these Terms and Conditions or changes in any of the facilities, operations, or procedures of the Company render any customer premise equipment and wiring obsolete or requires modification of such equipment and wiring.
- h. Customer premise equipment and wiring may be used with the facilities furnished by the Company for telephone or broadband, provided such equipment will be connected, maintained, and operated in a manner compatible with the Company's network.

- i. It is the customer's obligation to comply with applicable state or federal laws governing the installation and use of customer-premise equipment and wiring.
- j. To protect the Company's network and services furnished to the public, the customer premise equipment and wiring must comply with all applicable network protection criteria, including those requirements in the National Electrical Code (NEC) and FCC regulations.
- k. If the Company determines that the customer premise equipment or wiring is causing or is likely to cause interference or hazard to the network, the Company will take such action as it deems necessary to protect the Company's network.
- l. After notification by the Company of such interference or hazard, the customer shall discontinue such use and disconnect such premise equipment and wiring. Failure of the customer to conform to this requirement may result in service suspension.
- m. The customer may be charged a trip charge and any applicable labor charges for visits to their premises when the service trouble is determined to be caused by the customer's premise equipment and wiring.
- n. The Company shall not be responsible for any loss, damage, failure, or service impairment in connection with customer premise equipment and wiring.
- o. The customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of patents arising from combining such customer-premise equipment and wiring with the facilities of the Company.
- p. Where the Company leases, licenses, or otherwise provides equipment, such equipment is provided to the customer for the term of service and solely for use in connection with lawfully receiving and using services. All such equipment remains the property of the Company. When service is canceled or disconnected, the customer must return any such equipment to the Company during regular business hours, Monday through Friday (except holidays). The equipment must be returned to the Company in the same condition as installed or received, except for everyday wear and tear. All such equipment must be returned to the Company's business office or an alternative location designated by the Company at the time of cancellation or disconnection. If a customer cannot travel to the Company's business office or other selected location to return the equipment, the customer may request a pick-up. Provision of pick-up service is solely at the Company's option, and the Company's refusal or failure to provide pick-up service will not excuse the customer's obligation to return equipment. If the Company agrees to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which customers will be informed of when pick-up service is requested and will be payable at the pick-up time. If a customer fails to return the equipment at the time of cancellation or disconnection of service, the customer may be liable to the Company for an equipment recovery fee.
- q. The customer is responsible for maintaining and safekeeping all equipment placed in or on the customer's premises. In the event that any equipment provided by the Company is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in the customer's possession, the customer may be liable to the Company for an equipment recovery fee. The Company has no responsibility for replacing equipment destroyed or damaged by the customer's misuse, abuse, or neglect.

Establishment and Furnishing of Service

1. Application for Service
 - a. Service applications may be made orally or in writing. These applications become contracts upon the establishment of service. The Company may require a deposit to establish service. Any change in rates, rules, or regulations shall modify the agreement to that extent without further notice.
 - b. The minimum contract period is one month.
2. Alterations
 - a. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the customer necessitate changes in the Company's facilities. The customer agrees to pay the Company's charges for such changes.
3. Payment for Service
 - a. The customer must pay all rates and charges for services and facilities.
4. Maintenance and Repair.
 - a. All expenses of maintenance and repair of services or facilities provided by the Company will be borne by the Company. The customer will be held responsible for restoration or replacement costs in case of loss, damage to, or destruction of any of the Company's facilities not due to regular use. Customers may not rearrange, disconnect, remove or permit others to rearrange, disconnect or remove any Company-owned facility installed by the Company unless provided elsewhere in these Terms and Conditions.
5. Unusual Installation Costs
 - a. Where the customer's unique requirements involve unusual construction or installation, the customer may be required to pay additional costs.

Establishment and Maintenance of Credit.

1. Establishment of Credit
 - a. The Company is not obligated to provide service to any individual or firm that owes for services previously rendered by the Company at the same or different address until previous indebtedness to the Company has been resolved. Applicants for service who are required to make a deposit may be required to pay in advance of the installation, the service connection, installation and/or construction charges. To ensure the payment of all charges due for its service, the Company may require any customer to establish and maintain his credit in one or more of the following ways:
 - i) by furnishing credit references acceptable to the Company.
 - ii) by means of a cash deposit.
2. Amount of Deposits

- a. The amount of deposit required shall not be more than the maximum charge or the equivalent of three months' service or as may be required by the Company in cases involving service for short periods or special occasions. The Company may require the customer to increase the amount of the deposit at any time if the charges billed against the customer warrant such an increase. Qualified applicants may apply for Lifeline or ACP Assistance.
- b. The Company will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Unclaimed deposits shall be disposed of in accordance with the law.
- c. A deposit receipt will be furnished to each customer from whom a deposit is received. Upon customer request, duplicate receipts will be provided to customers who have lost their receipts if the Company records substantiate the deposit.

3. Deposits and Collection Practices

- a. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills; nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of sums due the Company for services rendered. The Company may discontinue service to any customer failing to pay current bills even though the customer has made a deposit with the Company to secure payment of such bills or has furnished the Company with a guarantee in writing for such bills.

4. Deposit Refunds

- a. The deposit shall be refunded or credited to the customer after 12 consecutive months of prompt payments during the Company's annual deposit review unless the Company has documented information that indicates the deposit is necessary to ensure payment.