

OmniTel Communications

TERMS AND CONDITIONS FOR VIDEO PROGRAMMING SERVICE

1. **Agreement.** Your agreement (the “Agreement”) with Farmers Mutual Telephone Company d/b/a OmniTel Communications (together with any subsidiaries or affiliates providing your service, “we,” “us” or the “Company”) for video programming service consists of and is governed by these Terms and Conditions, the Service/Equipment Agreement, the Service Application (if any), and your selected Service Package, all of which are incorporated herein by reference. Your “Service Package” includes the rates, pricing and features associated with your selected service. By signing the Service/Equipment Agreement, you affirmatively request service and agree to comply with all of the applicable terms, conditions and provisions contained in the Agreement (as defined herein), including these Terms and Conditions. In the event of default, you agree to pay the Company its reasonable damages, costs and expenses, including attorneys’ fees and collection agency fees, incurred in enforcing its rights under the Agreement.
2. **Service Term.** Your Agreement remains in effect for any **Minimum Term** associated with your selected Service Package. In the absence of any Minimum Term or after any Minimum Term has expired, you will receive service on a month-to-month basis until service is terminated by you or canceled by the Company in accordance with your Agreement. If you receive a promotion or discount in connection with your service and/or equipment, such as free or reduced price service or equipment, service or equipment rebates or other incentives, the agreed Minimum Term is associated with the benefit you receive. Your Minimum Term begins the date you activate the service pursuant to the promotion or discount. **If service is disconnected or canceled prior to the end of the applicable Minimum Term, you agree to pay the Company an early termination fee based on the value of the benefit you received (in comparison to the same service or equipment for a month-to-month service term) in connection with your Minimum Term.** Recovery fees are cumulative and in addition to any other charges or fees you may owe us and any fees or charges that we may charge upon disconnection in accordance with your Agreement.
3. **Scope of Service; Changes.** Service is the Company’s furnishing of video programming service. All programming selections have their own rates, terms, and conditions and are subject to change at any time. Current programming and the rates for available Service Packages are listed online at our website or are available upon request by contacting us. From time to time, the Company may change or delete its services, and may change its charges for any Service Package, including pricing for packages bundled with other services we offer. The Company will give you reasonable prior notice of increases or other changes in its charges in conformity with applicable law. You understand and agree that, without liability to us, the content, programs, and/or formats of the services may be discontinued, modified, or changed by the owners of such services at any time without prior notice to you. The Company cannot control the lawful “blacking out” of certain special events or programs, and the Company has no responsibility for such matters.
4. **Monthly Charges.** You agree to pay for all services provided, including charges, for installation, equipment, services, and all applicable local, state or federal fees and taxes. All charges will be billed monthly. Payment is due upon your receipt of the monthly invoice. If you think your statement is incorrect or if you need more information about it, contact us immediately. We will try to resolve any complaints you have as promptly as we can. A customer account is in default if payment is not received by the due date stated on the invoice. If payment by check is returned unpaid, the customer account is immediately in default and subject to a returned check charge in the maximum amount permitted by law. Accounts unpaid five (5) days after the due date may have service disconnected. An additional installation charge and/or a minimum service term may be required to restore service. For more details, refer to your monthly bill or contact a customer service representative.
5. **NO WARRANTY OF SERVICE.** THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, THE COMPANY DOES NOT WARRANT THAT SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR DEGRADATION OF QUALITY. NEITHER THE COMPANY NOR ITS EMPLOYEES OR AGENTS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF SERVICE OR EQUIPMENT THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD. STATEMENTS AND DESCRIPTIONS CONCERNING SERVICE OR EQUIPMENT, IF ANY, BY THE COMPANY’S EMPLOYEES, AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AND MAY NOT BE RELIED UPON AS A WARRANTY OF ANY KIND.
6. **Service Accounts.** Service accounts are assigned to customers only, and the customer in whose name the account is established shall be treated as the account owner for all purposes. You may not assign or transfer your rights or obligations under your Agreement without the express written consent of the Company. Unless consent is granted, all accounts must be closed and reopened under the name of a new customer for issuance of a new account number. You are responsible for keeping all billing data with the Company up-to-date and accurate. Furnishing false data to the Company is grounds for immediate disconnection of service and may subject you to civil or criminal liability.

7. Use of Service. We provide Service only for your private non-commercial use, enjoyment, and home viewing. With the exception of designated commercial packages, video programming may not be viewed in areas open to the public or in commercial establishments. You may not rebroadcast, transmit, or perform the programming, charge admission for its viewing, or transmit or distribute running accounts of it. You may not use any of our trademarks. The Company or any programming provider may prosecute violations of the foregoing against you and other responsible parties in any court of competent jurisdiction, under the rules and regulations of the Federal Communications Commission (FCC), and other applicable laws.

8. Equipment. The installation, use and return of all equipment provided by the Company is governed by the terms of the Service/Equipment Agreement. The Company is not a manufacturer of or dealer in any such equipment. Equipment provided by the Company is warranted, if at all, only to the extent provided in the Service/Equipment Agreement.

9. Service and Repairs. The Company undertakes reasonable efforts to maintain its network and respond to service calls in a timely manner. The Company will repair damage to equipment or interruption of service due to reasonable wear and tear or technical malfunction. The Company assumes no liability for damage to equipment or interruption of service caused by acts of nature, fires, earthquakes, floods, strikes or other labor disputes, unusually severe weather, acts of any governmental body or any other causes or circumstances beyond the Company's reasonable control.

10. Theft of Service or Willful Damage to Equipment. The law prohibits: (a) theft or unauthorized reception of video programming service; (b) assisting theft or unauthorized reception of video programming service (including the manufacturing or sale of equipment intended for such unauthorized use); and (c) willful damage, alteration or destruction of equipment or facilities installed in or located on your premises or otherwise provided to you by the Company. You may be subject to both civil and criminal penalties for such conduct.

11. Limitation of Liability. The Company shall not be liable for any delay or failure to provide service at any time or from time to time, or any interruption or degradation of service quality that is caused by any of the following:

- an act or omission of an underlying carrier, programming provider, service provider, vendor or other third party;
- equipment, network or facility failure;
- equipment, network or facility upgrade or modification;
- force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
- equipment, network or facility shortage;
- equipment or facility relocation;
- service, equipment, network or facility failure caused by the loss of power;
- any act or omission by you or any person using the service; or
- any other cause that is beyond the Company's control, including, without limitation, a failure of or defect in any hardware, software or equipment.

In any event, the Company's aggregate liability under the Agreement shall not exceed the service charges with respect to the affected service for the applicable time period.

12. DISCLAIMER OF LIABILITY FOR CERTAIN DAMAGES. IN NO EVENT SHALL THE COMPANY, ITS EMPLOYEES, AFFILIATES OR AGENTS HAVE ANY LIABILITY FOR: (1) ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE COMPANY'S PROVISION OR FAILURE TO PROVIDE ANY EQUIPMENT OR SERVICES TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICE, LABOR, MATERIALS, WORK OR EQUIPMENT FURNISHED TO YOU BY THE COMPANY OR ANY OTHER PARTY, (2) ANY CLAIMS OR DAMAGES ARISING FROM PROGRAMS OR OTHER CONTENT WHICH YOU RECEIVE BY USING THE EQUIPMENT OR SERVICE, OR (3) ANY DELAY OR FAILURE TO BY THE COMPANY TO PERFORM ITS OBLIGATIONS, IF SUCH DELAY OR FAILURE ARISES IN CONNECTION WITH ANY ACTS OF NATURE, FIRES, EARTHQUAKES, FLOODS, STRIKES OR OTHER LABOR DISPUTES, UNUSUALLY SEVERE WEATHER, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND THE COMPANY'S REASONABLE CONTROL. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT THE COMPANY WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

13. Termination of Service. You may terminate service at any time by notifying the Company or a representative thereof, and directly surrendering equipment to the Company in accordance with your Service/Equipment Agreement. **If service is disconnected or canceled prior to the end of the applicable Minimum Term, you agree to pay the Company an early termination fee as set forth in Section 2.** In addition to any applicable early termination fee, account holders are liable for all services rendered by the Company prior to your notice of intent to terminate service until the time that all equipment is returned. Information regarding an intended moving or disconnection date must be communicated to the Company business office during normal business hours.

14. Disconnection or Discontinuance of Service. The Company reserves the right to suspend or discontinue service generally, or to disconnect your service, at any time in its sole and absolute discretion. If the Company discontinues service generally, or disconnects your service without cause, you will only be responsible for charges (if any) accrued and unpaid through the date of disconnection, including a pro-rated portion of the final month's charges. If your service is disconnected on account of your breach of any provision of the Agreement, you will be responsible for the full month's charges to the end of the current service term, including, without limitation, unbilled charges plus the applicable early termination fee (if any), all of which will immediately become due and payable.

15. Customer Privacy. We collect personally identifiable information as needed to provide our cable/video service or other services to subscribers or to detect unauthorized reception of service. The use and disclosure of this personal data is governed by our federal law, our privacy policy and, to the extent not inconsistent with our privacy policy, by your Agreement. A copy of our privacy policy was provided to you at the time of installation of service and will be provided to all subscribers annually. A copy of the privacy policy is available on our website. We will also send you a copy of our privacy policy if you send your written request to the address of our business office as shown on your invoice.

16. Credit Matters. When and to the extent permitted by law, the Company may conduct an investigation into your credit-worthiness, including obtaining one or more reports or ratings from an independent credit reporting or credit scoring agency. In addition, the Company may pursue collection for delinquent or unpaid amounts on your account and may report account delinquencies to credit reporting or credit scoring agencies.

17. Survival. The provisions of your Agreement that by their sense and context are intended to survive the discontinuance or disconnection of your service shall survive such discontinuance or disconnection.

18. No Third Party Beneficiaries. No provision of your Agreement provides any person or entity not a party to the Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

19. Governing Law. Your Agreement and the relationship between you and the Company shall be governed by and construed in accordance with the substantive laws of the State of Iowa, without regard to the principles of conflicts of law.

20. No Waiver of Rights. The Company's failure to exercise or enforce any right under or provision of your Agreement shall not constitute a waiver of such right or provision.

21. Entire Agreement. Your Agreement constitutes the entire agreement between you and the Company and governs the use of service by you, members of your household, guests and employees. Your Agreement, including these Terms and Conditions, the Service/Equipment Agreement, and your selected Service Package, supersedes any prior agreements between you and the Company, and any and all prior or contemporaneous statements, understandings, writings, commitments or representations concerning its subject matter. Any conflict among or between the terms and conditions included in the documents making up the Agreement will be resolved in accordance with the following order of precedence (from highest to lowest priority):

- (a) the Service/Equipment Agreement;
- (b) the Terms and Conditions; and
- (c) the Service Application and selected Service Package

22. Change in Terms and Conditions. The Company reserves the right to change these Terms and Conditions. If we make any such changes, we will provide you notice of changes consistent with applicable law. The notice may be provided on your monthly bill, as a bill insert, in a newspaper, by email, on our website, or by other permitted communication. If you elect not to cancel your service after receiving notice of such changes, your continued receipt of service from us will constitute acceptance of the changed terms and conditions. If you notify us that you do not accept such terms and conditions, then we may cancel your service as provided herein.

23. Severability. If any part or provision of the Agreement is legally declared invalid or unenforceable, that part or provision will be construed consistent with applicable law as nearly as possible, and the remaining parts and provisions will remain in full force and effect. Such invalidity or non-enforceability will not invalidate or render unenforceable any other part or provision of the Agreement.

IMPORTANT: BY SIGNING THE SERVICE/EQUIPMENT AGREEMENT OR ACTIVATING OR USING SERVICE, YOU AGREE TO COMPLY WITH ALL OF THE APPLICABLE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE SERVICE/EQUIPMENT AGREEMENT, THESE TERMS AND CONDITIONS AND YOUR SERVICE APPLICATION AND SELECTED SERVICE PACKAGE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE NOTIFY US PRIOR TO INSTALLATION AND WE WILL CANCEL YOUR SERVICE.