



Mahaska Communication Group

MCG TERMS OF SERVICE AGREEMENT

BY ENROLLMENT IN, USE, OR PAYMENT FOR SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, PLEASE CANCEL THE SERVICES IMMEDIATELY BY CALLING 641-676-1000 THE MAHASKA COMMUNICATION GROUP, LLC CUSTOMER SERVICE NUMBER FOR FURTHER DIRECTIONS.

- 1) **LIMITATION OF LIABILITY** – MAHASKA COMMUNICATION GROUP, LLC AND ITS AFFILIATED PARENT AND SUBSIDIARY COMPANIES OR PARTNERS SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, ANY COMPANY LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT SHALL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT UNDER THIS AGREEMENT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.
- 2) **EQUIPMENT** – All equipment installed by MCG on the customer's premise and not purchased by the customer shall remain the sole and exclusive property of MCG. The customer will be responsible for repairing or replacing equipment if damaged, lost, or stolen unless the customer has purchased Equipment Insurance. Equipment charges will apply as presented in Appendix A. Equipment insurance applies to MCG-owned equipment only. If determining damage is from everyday use or wear and tear, the customer will not be held responsible for the cost of repair or replacement. Customer purchased equipment from MCG shall carry the manufacturer's warranty and is the responsibility of the customer. The customer will gain ownership of any wiring completed on the inside of the premise 30 days after the activation date. Once customers gain ownership, they shall be responsible for maintaining the wiring, including the cost of repair and replacement, unless the customer purchases MCG Inside Wiring Insurance.
- 3) **CHARGES AND BILLING**
 1. By using our Services, you agree to pay all charges associated with the Services, including all applicable fees, taxes, and surcharges, as well as non-standard installation (including complex, underground, custom work, special construction, or additional outlets), or equipment charges, and applicable service charges. MCG's price information is available on our website, at www.mahaska.org.



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2. **BILLING** – Unless otherwise specified, you will be billed monthly for recurring service charges, equipment charges, and applicable state and federal taxes and fees. Your billing cycle is determined at MCG's discretion. Payment in full for all billed charges, including recurring service charges, any additional charges for non-recurring services, and all taxes, fees, and surcharges must be received by the due date indicated on your billing statement. You acknowledge that you are liable for the payment of all Services rendered by MCG and billed to your account. No acceptance of partial payment(s) by MCG shall constitute a waiver of any rights to collect the entire balance owed under this Agreement. If your payment is returned, we will charge a \$30 processing fee for each returned payment and non-sufficient funds for automatic payments. **Your first bill may be for more than a single month's Service due to prorated charges from the date you first began receiving our Services, as well as monthly recurring charges for the next month and charges for any non-recurring services you have received.**
3. **GRACE PERIOD** – MCG has a 10-day grace period from the date your account is due. During this grace period, the customer's responsibility is to pay the account in full or contact MCG's Customer Service Department to make payment arrangements. If, after the 10-day grace period, there is still an outstanding balance, MCG may disconnect services to the customer.
4. **LATE FEES** – If you fail to pay your bill by the due date on your billing statement, we may charge you late fees and collection fees. The current late fee you will incur each month is 1.5% of the past due amount, 18% annually.
5. **DISCONNECT FOR NON-PAYMENT** – If payment hasn't been received after the 10-day grace period, services may be disconnected to the customer. If Service is disconnected for non-payment, a reconnect fee of \$50.00, plus tax, will be added to the customer account, with payment in full being required before reconnected services. MCG will complete the reconnection of services for non-payment only during regular business hours, Monday – Friday, 8 am to 5 pm. If an account balance is delinquent past the 10-day grace period more than once a year, a deposit may be required (see **Deposit** section below). The customer will be responsible for reimbursing MCG for all costs associated with the collection of payment.
6. **DEPOSIT** – We may require a security deposit from you when you initiate our Services. The security deposit shall not exceed two months of Service. If the customer account has been in good standing and they have made all monthly payments on time for one year, the security deposit will be refunded to the account as a credit on your bill.
 - i) When MCG Services are terminated and you have an outstanding account balance 30 days after the due date owed to MCG, we may deduct that amount from your security deposit or, if applicable, charge that amount to your account.



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7. **TAXES AND FEES** – Taxes, fees, and surcharges may be changed with or without notice. You will be responsible for paying additional costs incurred by MCG for providing Services due to increased costs caused by newly adopted laws, regulations, or judgments.

- 4) **CHANGES TO SERVICES, FEES, AND PRICES** - MCG reserves the right, in our sole discretion, to modify the terms in this Agreement, add to, rearrange, or discontinue any or all aspects of the Services offered (including programming or features contained in the Services,) or change or impose new prices and fees. As revised from time to time, this Agreement is accessible at www.mahaska.org under our Forms, Terms & Policies section. The most recent version of this Agreement shall supersede any prior versions which may have been provided to you. It is the responsibility of the customer to review this Agreement for changes periodically.

- 5) **INSTALLING OF SERVICE**
 1. **ACCESS TO THE CUSTOMER PREMISE** – Technician(s) may occasionally need to enter customers' property to examine, repair or replace equipment. If access to the customers' home interior is required, the customer will be notified in advance by MCG. MCG also maintains the right to service equipment installed on the home's exterior without first notifying the customer.
 - i) Technician(s) may need to go in and out of the premises during the installation of Services to complete required tasks; please be sure to have safely contained animals.
 - ii) Technician(s) may need access to a basement, crawl spaces, or attics during the install of Services. Please be sure to have those spaces accessible for the tasks Technician(s) perform to install Services.
 - iii) If you are running late the day of your installation, please notify our Team in advance at 641-676-1000.

 2. **AUTHORIZED DECISION MAKER** - Customer must have an authorized decision-maker on-site at the premises during the duration of work or services being performed at the premises.
 - i) An authorized decision-maker must be of legal age.

 3. **MULTI DWELLING UNITS OR RENTERS** – If the customer is not the property owner, we require approval from the landlord or property manager to install Services before MCG schedules the installation. The customer agrees to take full responsibility for the installation of services.
 - i) The customer has ensured that access to the central closet or basement has been made accessible to Technician(s) on the day of installation of Services by landlord or property manager.



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6) TERMINATION OF ALL MCG SERVICES

1. Customers may select to disconnect services from Mahaska Communication Group (MCG) at any time. The customer can terminate services in person at any of our office locations. To terminate Services, the customer may do the following to request termination of services:

- i) Via email to mcginfo@mahaska.org
- ii) By mail, please send to:

**Mahaska Communication Group
PO Box 1038
Oskaloosa, IA 52577**

iii) By phone, please call one of our office locations:

- | | |
|---|----------------|
| (1) Grinnell Office | – 641-659-6000 |
| (2) Oskaloosa Office | – 641-676-1000 |
| (3) New Sharon Office | – 641-637-6000 |
| (4) Montezuma and Lake Ponderosa Office | – 641-501-6000 |
| (5) Sigourney Office | – 641-622-6000 |

2. Upon termination, the customer is responsible for the return of all MCG equipment provided by MCG, including, but not limited to, router, switch(es), phones, power adapters, and uninterrupted power sources (UPS). Services will not be disconnected and will continue to be billed until MCG-owned equipment is returned to the MCG Office and inventoried.
3. Without prior notice, MCG may terminate this Agreement, your password, your account, or your use of the Services, for any reason, including, without limitation, if MCG, in its sole discretion, believes you have violated this Agreement, our Acceptable Use Policy, or any of the applicable user policies, or if you fail to pay any charges when due as described in this agreement and Acceptable Use Policy posted at www.mahaska.org.
4. When MCG-provided equipment is not returned to the MCG office within 15 calendar days of the request to terminate, Services will be terminated by MCG, and the customer will be billed for all equipment not yet returned, based on pricing shown in Appendix A.
 - i) Hosted PBX (HPBX) VoIP Services will be terminated. The customer will be billed for all equipment not yet returned within the 15 calendar days of the request to terminate, based on pricing shown in Appendix B: HPBX Termination Fees.
5. MCG may provide a termination notice to you by US Mail to the address you provided for the Services. Termination by Mahaska Communication Group for violation of Mahaska Communication Group's Acceptable Use Policy shall be subject to the termination fee as described above.



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6. Reconnection of Service will be billed at \$50.00, plus tax.
- 7) **OBLIGATIONS TO INTERNET SERVICE** – MCG is responsible for providing the installed site with Internet service; connectivity issues related to a router that is not MCG's, computer, or other peripheral devices, whether wired or wireless, using the Internet is not the responsibility of MCG. The Subscriber is solely responsible for the care and maintenance of such. MCG will not troubleshoot devices beyond the radio system for when Wireless Internet service is provided or beyond MCG installed and owned transport equipment.
 1. **Internet Security** - It is the sole responsibility of each Subscriber to protect their computer(s), data, and network accessibility (such as file sharing).
- 8) **SERVICE CHARGES** – Service charges may apply if the customer requests work being completed by MCG not included in a standard installation. These items include but are not limited to the following: Extra wiring for computers, telephones, televisions, etc., repair or replacement of equipment damaged by the customer other than during regular use, Service calls for repair other than for MCG service, such as but not limited to computers, televisions, telephones, etc. The charge is \$75.00 per Technician for the first hour and \$37.50 per Technician for each 30-minute interval after the first. These charges do not include the cost of materials.
- 9) **MAINTENANCE WINDOW** – At times, Service may be interrupted to conduct routine maintenance and upgrades on the system. Every effort will be made to let the customer know of these interruptions. Scheduled maintenance window times are generally between 2 am - 4 am with 72 hours' notice. Notification of emergency maintenance windows will be provided as soon as possible.
- 10) **ACCEPTABLE USE POLICY** – Using MCG's services, the customer implicitly agrees to abide by MCG's Acceptable Use Policy outlined on our website www.mahaska.org. MCG has the right to terminate Service if this policy is violated.
- 11) **PRIVACY POLICY**– MCG may at times disclose some personal, account, or service usage information as required under regulatory directive or legal process. MCG is not obligated to, and at times specifically ordered not to inform you of such disclosures. You can view our complete privacy at www.mahaska.org.



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APPENDIX A: EQUIPMENT EARLY TERMINATION FEES

EQUIPMENT	EARLY TERMINATION FEE PER ITEM
DVR Set Top Box and power supply	\$ 320.00
Non-DVR Set-Top box and power supply	\$ 200.00
STB power supply or wall-pack	\$ 30.00
Switches	\$ 30.00
HPNA device and power supply	\$ 90.00
STB external hard drive	\$ 100.00
Zero Touch Router and power supply	\$ 150.00
Remote	\$15.00
Wireless Internet Dish	\$360.00
Wireless POE	\$15.00

APPENDIX B: HPBX TERMINATIONS FEES

EQUIPMENT	EARLY TERMINATION FEE PER ITEM
Lvl 1 Handset	\$135.00
Lvl 2 Handset	\$200.00
Lvl 3 Handset	\$300.00
Cordless Handset w/Base	\$210.00
Cordless Handset w/Charging base	\$120.00
Lvl 1 Conference	\$375.00
Lvl 2 Conference	\$640.00
Audio Alerter	\$350.00
Expansion Module	\$175.00
UPS	\$100.00
Router	\$500.00
Switch	\$350.00