

Terms and Conditions of Service

Description Gorham Tel-Com hereby agrees to provide TV Service, Internet Service, and/or Telephone Service to Customer under the following terms and conditions and as set forth in the “Order for Services”. Hereinafter, Gorham Tel-Com and Customer may be referred to individually as a “Party” and collectively as the “Parties.”

By submitting a service order or request for Phone, Internet and/or TV Services(s), Customer hereby authorizes us to install a fiber drop, Network Interface Device (NID), power supply and new inside wiring, as necessary, on Customer’s property for which the service order or request for services was placed; provided, that Gorham Tel-Com will contact Customer to coordinate the placement and installation. Customer certifies that he/she is the owner of such property, or if not the owner, that Customer has disclosed such tenancy and has had a permission by the property owner authorizing the placement of the fiber drop, NID, power supply and inside wiring.

1. Independent Contractor.

Gorham Tel-Com shall, at all times and for all purposes under the Order for Service, be considered an independent contractor and shall be solely responsible for the supervision and payment of its Agents for the Services performed hereunder.

2. Term; Termination.

- a) This Agreement shall remain in effect until notice of Service cancellation is given by either party.
- b) Gorham Tel-Com may, without incurring any liability, temporarily discontinue Services or terminate this Agreement, subject to any applicable tariffs, if Customer fails to submit timely payment for Services.
- c) Service may be refused or this Agreement may be terminated immediately if: i) Service violates any applicable federal or state tariffs, statutes or regulations; ii) Customer provides false or inaccurate information in the course of obtaining Service; or iii) Service is used in a manner that is unethical, illegal, or interferes unreasonably with the rights of other persons.

3. Rates; Payment.

- a) Customer shall be billed monthly for the Services and Equipment, together with all applicable sales, use or similar taxes and mandated fees in accordance with an executed service order.
- b) Terms of payment shall be Net 20 days. Customer shall pay all costs of collection of delinquent accounts, including reasonable attorney’s fees, as permitted by law.
- c) Rates for Services are subject to change at Gorham Tel-Com’s discretion; provided that Gorham Tel-Com must provide written notice of rate changes to Customer at least thirty (30) days before the changes take effect.
- d) If Customer terminates a Service that was part of a bundle, the rates for the remaining Services will be adjusted to the respective retail rates as appropriate.
- e) If Customer cancels a Service that was offered at a special rate in exchange for a minimum term commitment, and the minimum term commitment has not been fulfilled at the time of Service cancellation, Customer could be assessed an Early Termination Fee (“ETF”).

Under no circumstances shall early termination of the Order for Service, by either Party for any reason whatsoever, result in the waiver of Customer’s obligation to pay any Service Fees and/or Late Fees due and owed up to and through the date of termination.

In the event the Order for Service is terminated prior to the expiration of the Initial Term or any then-current Renewal Term Gorham Tel-Com shall bill Customer, and Customer shall be obligated to pay, an ETF equal to a) any outstanding Service Fees and/or Late Fees owed to and through the date of termination, *plus* b) a monthly Service Fee calculated at one-hundred percent (100%) of Customer's average monthly billing under the Order for Service – using the three (3) most recent monthly invoices from Gorham Tel-Com – for each month remaining in the then-current Term. Such payment shall be made within thirty (30) days of termination, using funds immediately available to Gorham Tel-Com.

4. Severability; Waivers. The invalidity or unenforceability of any provision of the Order for Service shall not affect the validity or enforceability of any other provision of the Order for Service. No waiver of any of the provisions of the Order for Service shall constitute a waiver of any other provision, nor shall any waiver as to one event constitute a waiver as to any other event.

5. License.

a) During the Term of this Agreement, Gorham Tel-Com shall provide Customer with nonexclusive, nontransferable, limited license to access and use the Services and Equipment for personal and private use only at such times as the Services are generally available.

b) All rights, title and interest in the Services and Equipment belong to Gorham Tel-Com, except to the extent that the Services are provided through Gorham Tel-Com by third parties that possess copyright or proprietary interest therein. Customer shall not, by virtue of this Agreement, acquire any proprietary interest in the Services, Equipment or any records, materials or information accessed through the Services.

c) Gorham Tel-Com reserves the right to revoke this license if Customer breaches any term or condition of this Agreement or the Digital Equipment Terms of Use.

6. Entire Agreement. The Order for Service in conjunction with these terms and conditions contain the entire agreement of the Parties relating to the subject matter hereof, and no agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by the Parties that are not expressly set forth in the Order for Service. The Order for Service may be modified or amended only through a written Addendum or new Agreement with equal or greater terms signed by an authorized representative of each Party and attached hereto and incorporated herein.

7. Counterparts. The Order for Service, and any Addendums attached hereto, may be executed in counterparts, each of which shall be deemed originals, regardless of whether such execution is made electronically or in hard copy, but all of which together shall constitute one and the same instrument.

8. Governing Law. The Order for Service shall be governed in accordance with the laws of the State of Kansas.

9. Miscellaneous Terms. These Terms and Conditions represent the complete Terms and Conditions and understanding between Gorham Tel-Com and Customer, notwithstanding any variance with Terms and Conditions of any other submitted by Customer.

a) Customer may not resell, rename, package or otherwise distribute any Services provided by Gorham Tel-Com without the express written consent of Gorham Tel-Com.

10. Use of Services – Restrictions. Customer agrees to use the services provided in compliance with applicable laws. Transmission of any material in violation of any domestic laws and regulations, including (without limitation) threatening or obscene materials, is prohibited.

- a) Some materials available on the Service may be subject to laws and treaties relating to copyrights and intellectual property laws. In addition, Gorham Tel-Com does not control the content of information available throughout its network and cannot be responsible for the accuracy or quality of information obtained through its services. Accordingly, Customer is solely responsible for determination of all suitability and propriety of its use of all materials available through the Service, and assumes all risks related to use of information or data.
- b) Any use of the network or system resources which materially disrupts or interferes with normal operations or with other customers, or which uses the network to make unauthorized attempts to access the systems and networks of others, is prohibited. Customer is solely responsible for compliance with all rules applicable to Customer's access to any other networks. Any customer engaging in such practices, or otherwise in violation of these Terms and Conditions, will be subject to termination of services.

11. Disclaimers, Limitations, Indemnification. Gorham Tel-Com makes no warranties of any kind, whether expressed or implied, regarding the services it provides to Customer, or relating to the quality, accuracy, or validity of data and/or information residing on or passing through Gorham Tel-Com's network. Gorham Tel-Com expressly disclaims any and all warranties relating to its services, including any warranty of merchant ability or fitness for a particular purpose.

- a) Gorham Tel-Com shall not be liable, either in contract or in tort, for unauthorized access to Customer's transmission facilities or Customer premises equipment; or for unauthorized access to or on, theft or destruction of Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method.
- b) Customer agrees that Gorham Tel-Com will not be liable for any consequential, incidental or specific damages, including harm to business, lost revenues, lost savings, or lost profits suffered by Customer, regardless of the form of action, whether in contract, warranty, strict liability, or tort, or for any claim by any third party, even if Gorham Tel-Com has been advised of the possibility of such damages. Gorham Tel-Com's entire liability for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Gorham Tel-Com by Customer in the last twelve (12) months for the specific service giving rise to the claim. No action or proceeding against Gorham Tel-Com will be commenced more than one (1) year after service is rendered.
- c) Customer agrees to indemnify and hold Gorham Tel-Com harmless from any claims or damages, including attorney's fees, resulting from Customer's use of services or breach of these Terms and Conditions, including (without limitation) Customer's causation of damages or injury, directly or indirectly, to any other party.
- d) Gorham Tel-Com's liability under this Agreement or in connection with the Services shall be limited, to the extent permitted by law, to the allowance of a credit in the form of an adjustment for no more than the charges billed to Customer for Services in the period during which the event(s) giving rise to such claims occurred; provided, however, that no credit shall be given for event(s) spanning less than forty-eight (48) hours in duration. Customer's right to a credit adjustment shall be in lieu of all other remedies which Customer may have against Gorham Tel-Com, or any third party providing Services.

12. Miscellaneous.

a) All notices required under this Agreement shall be considered given if delivered personally or mailed to Customer at the Service address or such other address provided by Customer. Customer shall be responsible for notifying Gorham Tel-Com of any address or name changes associated with the Services within thirty (30) days of such changes taking effect.

b) This Agreement, together with an executed service order, constitutes the entire agreement between Customer and Gorham Tel-Com with respect to the Services. This Agreement shall be governed by all applicable laws, regulations, statutes and tariffs, and is subject to change or termination. If the terms of any applicable tariff conflict with this Agreement, this Agreement shall control except when prohibited by law.

Internet, TV, & Phone Terms and Conditions

Customer further agrees to be bound by Gorham Tel-Com's Phone Terms and Conditions as posted below; provided that Gorham Tel-Com has the right to amend or update the Terms and Conditions from time to time without notice to Customer. Gorham Tel-Com's Terms and Conditions, together with an executed service order, constitute the entire agreement between Customer and Gorham Tel-Com with respect to the Services.

Internet, TV, & Phone Services

1. Definitions.

1.1. "Agreement" shall mean this TV Terms and Conditions document.

1.2. "Customer" shall mean the person or business whose name is on the Service account, along with any authorized employees, agents or other parties acting by or through Customer.

1.3. "Equipment" shall mean any and all electronic equipment necessary for Customer to receive Services.

1.4. "Fiber Drop" shall mean a buried or aerial fiber line that connects Customer's home or business with Gorham Tel-Com's FTTP infrastructure.

1.5. "FTTP" shall mean Fiber-To-The-Premise infrastructure.

1.6. "NID" shall mean the Network Interface Device that connects Customer's Fiber Drop with Customer's telephone, Internet and television jacks.

1.7. "Related Party(ies)" shall mean officers, directors, employees, subcontractors, agents, affiliates, successors or assigns of Gorham Tel-Com.

1.8. "Service(s)" shall mean Gorham Tel-Com's Telephone, Internet, or TV Services.

1.9. "Term" shall mean the entire time that Customer subscribes to Gorham Tel-Com's Services.

1.10 "ETF" shall mean Early Termination Fee.

2. Services.

2.1 Gorham Tel-Com shall provide Customer with access to Services pursuant to the Terms and Conditions of this Agreement, applicable tariffs, and Terms of Use provided to Customer upon sign up.

2.2 Gorham Tel-Com reserves the right to withdraw or alter any Service offering and shall have no liability whatsoever to Customer in connection therewith. Gorham Tel-Com will provide (30) days notice before changes take effect.

3. Use of Services; Restrictions.

3.1 Gorham Tel-Com shall provide unique identification numbers, which it reserves the right to change at any time, to Customer for use by Customer in accessing the Services.

3.2. Customer may authorize its employees, agents or other parties acting by or through Customer to access the Services pursuant to this Agreement. Customer is liable for all service charges associated with such use.

3.3. Under no circumstance shall Customer's identification numbers, use the Services, Equipment or information obtained through the Services in violation of any applicable laws, statutes, tariffs, or regulations.

3.4. Customer agrees not to tamper with, alter or change any services, records, equipment, materials, or programs made available to Customer by Gorham Tel-Com.

3.5. Customer may not publish or sell information retrieved through the Services or use any such information in a manner that infringes any copyright or proprietary interest of Gorham Tel-Com or any third party. Customer specifically agrees that it will not use the trade name "Gorham Tel-Com" unless expressly authorized to do so in advance, in writing, by Gorham Tel-Com.