



Residential VoIP Phone Service Terms of Service & 911 Service Limitations

This agreement ("Agreement") is between Rural Technology Group ("we", "us", "our" or "RTG") and the user ("you", "your" or "customer") of the RTG VoIP Voice Communication Services. Any RTG services ("Service") or products ("Products", "Customer Premise Equipment" or "CPE") provided by RTG to you shall be governed by the terms and conditions in this agreement. Please read these terms and conditions carefully. They affect the legal rights between you and RTG by, among other things, requiring (1) mandatory arbitration of disputes and (2) limiting RTG's liability under the agreement. By activating or using the Service, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND THAT YOU HAVE READ AND UNDERSTAND FULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1 TERMS AND CONDITIONS.

1.1 The terms and conditions stated in this agreement supersede any and all terms and conditions set forth in any prior agreement between you and RTG and in any and all prior or contemporaneous understandings, statements, commitments, writings or representations. No waiver or amendment to this contract or these terms and conditions shall be binding on RTG unless made in writing expressly stating that it is such a waiver or amendment and signed by an Officer of RTG.

2 TERM.

2.1 The term of this Agreement ("Term") begins on the date that the you purchase Service and continues for earlier of 1) the duration of the Service period as defined by the Service plan that you select or 2) for so long as RTG offers the Service plan. Subsequent terms of this Agreement automatically renew on a monthly basis unless you gives RTG written notice of non-renewal at least fifteen (15) days before the end of the monthly term in which the notice is given. You are purchasing the Service for full monthly terms, meaning that RTG does not prorate the last month of service, and you will be responsible for any toll or usage charges during the last month. Also if you are on a service plan that includes a longer term of commitment a Disconnection Fee may apply.

3 911 & SERVICE LIMITATIONS.

3.1 You understand and acknowledge that the RTG VoIP 911 service is different from the legacy, circuit-switched 911 service and that the RTG VoIP E911 service is unsuitable for some purposes. You agree to respond and affirmatively acknowledge that RTG has advised you of the conditions under which **RTG 911 emergency dialing may not be available or may be limited in comparison to traditional 911 emergency dialing**. You should carefully evaluate your needs when deciding whether to rely solely upon the RTG E911 service. You understand and acknowledge that **it is your responsibility to determine how to best meet your emergency calling needs, and to secure alternate service (such wireless phone or other backup means of completing emergency calls)**.

3.2 You should, at a minimum, take the following characteristics into consideration when determining your needs:

3.2.1 **ELECTRICAL POWER.** You understand and acknowledge that the Service will not work if there is electrical power outage. If there is a power outage, you may be required to reset or reconfigure your CPE before being able to use the RTG VoIP service, including for E911 calls.

3.2.2 **INTERNET ACCESS.** You understand and acknowledge that the Service will not work if there is an interruption of your high-speed Internet access or your ISP or high-speed Internet access provider intentionally or inadvertently blocks the ports, or otherwise disrupts network functionality, used by our Service. The interruption may involve you, your provider or any intermediate provider.

3.2.3 **NON-VOICE SYSTEMS.** You understand and acknowledge that the Service will not work properly with systems that make dial-up modem calls including home security systems, medical monitoring equipment, TTY equipment, and entertainment or satellite television systems.

3.2.4 **EQUIPMENT FAILURE.** You understand and acknowledge that the Service will not function if your CPE fails or is not configured correctly or if our Server is not functioning for any reason.

3.2.5 **DELAY IN UPDATING THE E911 DATABASE.** You understand and acknowledge that after initial activation of service, and following any change of your registered physical location there may be a delay

- (of up to 10 days) before your physical address is properly registered in the E911 database.
- 3.2.6 INCORRECT PHYSICAL ADDRESS. You understand and acknowledge that if you do not correctly identify the physical location where the RTG VoIP CPE will be located then E911 communications may not be directed to the correct local emergency operator or the emergency operator may dispatch emergency response to the wrong location
 - 3.2.7 DISCONNECTION OF SERVICE. You understand and acknowledge that the Service will not work if you terminate your Service with us or your Service is disconnected by us for non-payment or other reason.
 - 3.3 You affirm and acknowledge that the physical location you have registered with RTG as the 911 location is the true and accurate address at which the Service will be used. You understand and acknowledge that if you change the physical location of the CPE that you must register the new location by calling our office and supplying your new physical location.
 - 3.4 You understand and acknowledge that the registered physical address is the only way the 911 emergency operator can automatically know your location.
 - 3.5 Note that if you use the Service outside of the United States you are solely responsible for compliance with local laws and regulations governing its use.
 - 3.6 You agree to notify all guests and other persons who may use the Service of the RTG VoIP 911 limitations and to place warning labels (available for free from us) on or near each device that you use with the Service.
 - 3.7 Disclaimer of Liability and Indemnification. You understand and acknowledge that RTG will not be liable for any inability to communicate with 911 (or any other) emergency service using RTG VoIP 911 Service due to the nature of RTG VoIP 911 dialing or any limitations set forth in this agreement. You agree to defend, indemnify, and hold harmless RTG, its officers, directors, employees, affiliates and agents from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney fees) by, or on behalf of, you or any third party or user of the Service relating to the failure or outage of the Service, including those related to 911 dialing.
 - 3.8 If for any reason you determine that the RTG VoIP 911 Service does not meet your needs then you should consider maintaining an alternate means of accessing traditional 911.
- 4 CUSTOMER PREMISE EQUIPMENT (CPE)
- 4.1 To provide the Service, RTG may provide CPE to you. If you have purchased CPE from RTG and if there is a problem with that equipment then:
 - 4.1.1 You may bring the equipment to the RTG offices and we will test the equipment and if possible correct any defect.
 - 4.1.2 If the equipment is defective and is within the manufacturer's warranty period then we will (subject to stock on hand) give you a replacement and handle the warranty return for you.
 - 4.2 RTG will not cover replacement for lost, stolen or modified equipment or equipment that has been damaged by lightning. You may mitigate possible damage from lightning, and to keep the equipment operating in the event of a short power outage (note that your Service may still not function in an power outage) by installing an Uninterruptable Power Supply (UPS).
 - 4.3 You shall not modify or tamper with the CPE or change, discover or attempt to change or discover the electronic serial number or identifier or key or any encryption component. We reserve the right to disconnect your Service if we believe in our sole and absolute discretion that you have tampered or attempted to tamper with the CPE.
 - 4.4 You are responsible for all lost, stolen or broken CPE and may be required to purchase a replacement to continue Service.
 - 4.5 You shall immediately notify RTG of any lost or stolen CPE and shall cooperate with RTG in all reasonable aspects to eliminate actual or potential unauthorized use of the CPE
 - 4.6 At RTG's sole discretion, failure to report lost or stolen equipment in a timely manner will cause you to be responsible for all Service fees accrued until the time that RTG is informed of the loss or theft and can effect a termination of the Service.
- 5 BILLING, CHARGES AND PAYMENT.
- 5.1 PAYMENT. Upon purchase of the Service, you must provide RTG with a valid email address and a valid credit or debit card number ("Credit Card") from an issuer that we accept. You hereby assert that you are authorized to make charges on the Credit Card and authorize RTG to charge the Credit Card for all charges arising from your use of the Products or Service. You agree to notify us of any change to the Credit Card information. RTG shall not be responsible for any charges made by the Credit Card issuer to your Credit Card account for exceeding credit limit, insufficient funds or other reasons.
 - 5.2 BILLING. RTG will charge the Credit Card for all invoiced amounts, including activation fees, monthly Service fees, shipping charges, disconnection fees, equipment purchases, equipment rental, toll charges,

international usage charges, advanced feature charges, regulatory recovery fee, emergency 911 cost recovery, taxes and 911 fees. We bill the monthly Service fees in advance and any out-of-plan minutes or other usage charges in arrears. RTG may charge the Credit Card for all charges due, if at any time your out-of-plan minutes or usage fees for the current month exceed twenty dollars (\$20.00). Billing for monthly Service fees commences upon purchase of the Service, and the first monthly Service fee may be prorated.

- 5.2.1 Activation Fee - This fee covers setting up your account and activating your Service on our system.
 - 5.2.2 Monthly Service Fee - This is the basic charge for your Service, including the features and minutes of use as specified in the plan you have selected
 - 5.2.3 Shipping Charges - This covers the cost of shipping equipment to you if you do not pick it up at our office.
 - 5.2.4 Disconnection Fees - This may apply if you accept an upgrade or other promotion that has a term commitment and you do not fulfill the commitment.
 - 5.2.5 Equipment Purchases - You will pay for equipment associated with your Service and in some cases we will accept installments.
 - 5.2.6 Equipment Rental - In some cases RTG will rent the equipment. There is a thirty dollar (\$30.00) deposit in addition to the monthly rental fee.
 - 5.2.7 Toll Charges - If you exceed the number of calling minutes on your plan, RTG will bill you for the minutes you use above your allowance. RTG may also bill for calls to directory assistance and other information services.
 - 5.2.8 International Usage Charges - These are the fees associated with calls to locations outside of the US and Canada.
 - 5.2.9 Enhanced or Advanced Features - RTG may charge additional fees for enhanced features such as Directory Assistance calls (411).
 - 5.2.10 Regulatory Recovery Fee - RTG uses this fee to pay our regulatory-related fees and expenses, including taxes, number portability charges, and related legal fees. Note that RTG currently includes this fee in the advertised price, meaning that the actual price for your plans is less than the amount stated in advertisements and that after adding in this fee the price you pay is the price stated in the advertisements.
 - 5.2.11 911 Cost Recovery Fee - this fee is used to recover costs directly associated with developing, implementing and maintaining E911 in compliance with FCC regulations. Note that RTG currently includes this fee in the advertised price, meaning that the actual price for your plans is less than the amount stated in advertisements and that after adding in this fee the price you pay is the price stated in the advertisements.
 - 5.2.12 Taxes - RTG will bill and collect taxes (as required by local, state and federal taxing authorities) from its customers and remits them to the appropriate authority. Note that RTG currently includes taxes in the advertised price, meaning that the actual price for your plans is less than the amount stated in advertisements and that after adding in the taxes the price you pay is the price stated in the advertisements.
 - 5.2.13 911 Fees - RTG bills and collects 911 fees (as required by some state and/or local governments) from its customers and remits them to the appropriate authority. Note that RTG currently includes this fee in the advertised price, meaning that the actual price for your plans is less than the amount stated in advertisements and that after adding in this fee the price you pay is the price stated in the advertisements.
 - 5.2.14 Note that taxes, fees, charges and costs imposed upon RTG may change over time and that RTG may modify the way it collects and remits the taxes and fees described here.
- 5.3 LATE/NON-PAYMENT. If any charges for the Service are due but unpaid for any reason including, but not limited to, non-payment or declined Credit Card charges, RTG may suspend or terminate the Service and all accrued charges shall be immediately due, plus a late fee of the lesser of 1.5% per month or the maximum allowed by law accrued from the date of invoice until payment in full is received by RTG. If charges cannot be processed to the Credit Card, you will be charged a fee of ten dollars (\$10.00). The fee will also be charged to activate a suspended account. No suspension or termination of the Service or of this Agreement shall relieve you from paying any amounts due.
- 5.4 RATE CHANGES. RTG may change the prices for the Service and toll charges from time to time. RTG may change prices, plans, taxes or fees without any advance notice. In the event of a change in prices or toll charges, RTG will post such changed rates to each of our the websites (listed below) and will give advance notice of any increased rates by e-mail and/or in your monthly on-line billing statement. International toll calling rates are updated monthly on the first of each month and no other notice shall be provided for changes to international toll calling rates
- 5.5 CREDITS. You understand and acknowledge that the Service are provided "as is, where is" and that no credit

allowances for interruption of the Service will be made.

5.6 BILLING DISPUTES. If you dispute any charges for the Service you must notify us in writing within thirty (30) days of the date you received your Credit Card statement or you waive any objection and further recourse. Written statements disputing charges must be sent to:

Rural Technology Group
Billing Department
25 NW Minnesota, Suit 14
Bend, OR 97701

6 TOLL CHARGES.

6.1 All calls from the CPE that terminate on or use the Public Switched Telephone Network ("PSTN") are subject to the then applicable toll charges that are associated with the Plan. Calls to a phone number outside the United States and Canada will be charged at the then current rates.

6.1.1 Each call is measured in one minute increments and any fractional minutes are rounded up to the next whole minute

6.1.2 If the calculated charge for a call includes a fraction of a cent, the fraction is rounded up to the next whole cent.

6.1.3 If the calculated charge for a tax or surcharge includes a fraction of a cent, the fraction is rounded up to the next whole cent.

6.2 When you dial an International PSTN phone number, charges may apply regardless of whether the party on the other line answers the call. Calls made to an International mobile, or premium rate telephone number may result in higher toll charges.

6.3 You are responsible for all toll charges made from your CPE, even if it is lost or stolen, until the time that RTG is informed of the loss or theft and can effect a termination of the Service

7 PHONE NUMBERS AND WEB PORTAL.

7.1 Any telephone number provided by RTG ("Number") to you shall be leased and not sold. You are not to use the Number with any other device other than the CPE provided by RTG. RTG reserves the right to change, cancel or move the Number at its sole discretion

7.2 Upon expiration, cancellation or termination of the Service, you shall relinquish and discontinue use of any Numbers, voice mail access numbers and/or web portals assigned to you by RTG or its vendors.

7.3 If you have requested that your current phone number be transferred to our Service then:

7.3.1 You hereby authorize RTG to act as your agent in all matters relating to the provisioning of Service and RTG will become your provider for RTG VoIP Service and that RTG may place order(s) with your current phone service provider on your behalf to transfer your current phone number and for other purposes.

7.3.2 You represent that you have the authority to add or change phone service providers for each of the numbers you have provided to RTG and that you are at least eighteen (18) years of age.

7.3.3 You understand and acknowledge that you will be responsible for any charges your current phone company may impose related to the transfer of your current phone number (due to an existing contract, special features or other reason).

8 PROHIBITED USES.

8.1 Any action or use of the Service that cause or could cause a network disruption or interruption of the RTG Service or its vendors, whether directly or indirectly, is strictly prohibited.

8.2 Any action or use of the Service that violates laws, infringe the rights of others, or interferes with the users, Service, or equipment of the network is strictly prohibited.

8.3 Any action or use of the Service that avoids or is calculated or suspected to avoid RTG policies, procedures or charges is strictly prohibited.

8.4 You assert and acknowledge that you are purchasing the Service and/or the CPE for your own internal use only, and that you will not resell, transfer or charge others for the Service.

9 PERSONAL USE.

9.1 RTG VoIP Residential Service plans are solely for your reasonable personal residential use.

9.1.1 You are prohibited from reselling or transferring the Service or CPE to any other person for any purpose.

9.1.2 You shall not use the Service for any commercial (whether for profit or non-profit), for any governmental purposes, or for any charitable or political solicitation.

9.1.3 Specifically prohibited activities include, but are not limited to: home office, business, sales, telecommuting, auto-dialing, continuous or extensive call forwarding, continuous connectivity, fax or voicemail broadcast, fax or voicemail blasting, telemarketing or any other activity that would be inconsistent with personal and residential usage.

- 9.1.4 You agree to notify RTG immediately if usage of a Residential plan changes from personal residential to business use and to subscribe to a business plan.
 - 9.1.5 RTG reserves the right to immediately terminate or modify the Service if you are on an unlimited PSTN plan and if RTG determines, in its sole discretion, that the you are not using the unlimited PSTN plan for the your reasonable personal residential use.
 - 9.1.6 Calling Limitations. The Service does not support certain call types offered by traditional phone service, including, but not limited to, 0+ calling (including without limitation collect or third party billing), 900 and 976 calls, and 10-10 "dial-around" calls. The Service may not support 311, 511, and/or other x11 service (other than 911 and 411) in some or all Service areas.
- 10 COMMERCIAL USE.
- 10.1 You agree that the use of the Service or CPE for activities other than reasonable personal residential use will obligate you to pay RTG's rates for business Service for all periods of such use, including past periods, in which you used the Service for commercial or governmental purposes. The rate for commercial use \$55 monthly.
 - 10.2 Prohibited activities include, but are not limited to: auto-dialing, continuous or extensive call forwarding, telemarketing and fax broadcasting.
- 11 MONEY BACK GUARANTEE
- 11.1 If you are not satisfied with the quality of the Service you may cancel your Service and receive a full refund subject to the following:
 - 11.1.1 You must cancel within fourteen (14) days following activation of Service
 - 11.1.2 You must return all equipment, including all components, manuals, cables, registration card(s) in original condition and in the original packaging with the UPC code intact. Save all boxes and material, no refund will be issued for your equipment if your fail to meet this requirement.
 - 11.1.3 You are responsible for any long distance usage not covered in the plan
 - 11.1.4 On our Unlimited plan you must not have exceeded 250 minutes of long distance usage or you will be not be refunded the first month's Service fee.
 - 11.2 The Money Back Guarantee only applies to the first line ordered on your account.
 - 11.3 You are responsible for return shipping.
 - 11.4 Prior to returning the CPE your must contact our office to get a Return Authorization Number.
- 12 CHANGES TO THE AGREEMENT, SERVICE OR PLAN.
- 12.1 RTG may make changes to the terms and conditions of this agreement from time to time. Notice will be considered received by you and such changes will become binding to you, on the date ("Change Date") the changes are posted on each of our websites. No additional notice will be required. You are deemed to have accepted and consented to the change of terms and conditions of this agreement unless 1) you send to RTG notification of your desire to terminate this agreement or 2) you do not use the Service after the Change Date. If you do not consent to the change of Service and terminate this agreement, you will be responsible for any balance due.
- 13 TERMINATION.
- 13.1 You agree to provide RTG with fifteen (15) days notice of termination. You shall be responsible for the full monthly Service fee for the month during which the notice of termination of Service is provided to RTG.
 - 13.2 RTG reserves the right, at its sole discretion, to suspend, change or terminate the Service without advance notice for any reason, including without limitation, misuse of the Service in any way, your breach of this Agreement, your failure to pay any balance due, suspected fraud or other activity by you that adversely affects the Service, RTG, RTG's network or use of Service by others. RTG reserves the right to determine, at its sole discretion, what constitutes misuse of the Service and you agree that RTG's determination is final and binding on you. RTG may require an activation fee to change or resume a terminated or suspended account.
 - 13.3 Upon Service termination, RTG may, in our sole and absolute discretion, release to your new service provider the phone number assigned to you provided that:
 - 13.3.1 Your account has been properly terminated.
 - 13.3.2 All charges, including any applicable termination fees have been paid.
 - 13.3.3 A request to transfer the phone number accompanies the termination request
- 14 PRIVACY.
- 14.1 RTG may use the public Internet and third party networks to provide voice communication Service. Accordingly, RTG cannot guarantee the security of voice communications. Unless required upon the appropriate request of a government agency, law enforcement agency, or court subpoena or your prior permission is given, RTG will only share the personal data you provide with other business partners to the extent necessary to accomplish the activities described herein.
 - 14.2 RTG is required to file numerous reports with various taxing and regulatory bodies. None of these reports

will include personally identifiable information.

14.3 However, RTG reserves the right to use personally identifiable information to investigate and help prevent activity that may threaten to cause a network disruption or interruption of the RTG Service or those of its vendors

14.4 You should know that by federal law the FBI can listen in on any phone call, anywhere in the United States at anytime, and one may conclude that they do it regularly. We may not be allowed to inform you if any monitoring requests we receive.

14.5 Audit and Law Enforcement. RTG reserves the right to audit your use of the Service to enforce the provisions of this Agreement. RTG reserves the right to track and monitor your Service and usage subject to the requirements of the United States Patriot Act and other laws and appropriate law enforcement processes. You acknowledge and agree that this Agreement is sufficient notice to you of such monitoring to the extent any notice is required under applicable federal or state law.

15 DATA SERVICE.

15.1 The Service is a data service and not a telecommunications service and as such it is provided on a best efforts basis. While we attempt to minimize disruptions to the Service there are things beyond our control that may affect the Service.

15.2 The Service is subject to different regulatory treatment than telecommunications service which may limit your rights in regulatory proceedings.

16 BREACH.

16.1 In the event of your breach of the terms of the Agreement, including without limitation, failure to pay any balance due, you shall reimburse RTG for all attorney, court, collection and other costs incurred by RTG in the enforcement of RTG's rights hereunder and RTG may keep any deposits or other payments made by you.

17 DISCLAIMER OF CONSEQUENTIAL DAMAGES

17.1 IN NO EVENT SHALL RTG OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR VENDORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF LIFE, INJURY, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE SERVICE OR PRODUCTS, INCLUDING INABILITY TO OBTAIN EMERGENCY HELP, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF RTG OR ITS VENDORS OR OTHERWISE.

18 INDEMNIFICATION

18.1 You agree to defend, indemnify and hold RTG, its officers, directors, employees, affiliates and vendors harmless from any claims or damages relating to this Agreement.

19 WARRANTY AND LIABILITY LIMITATIONS.

19.1 RTG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS. WE DO NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER RTG NOR ITS OFFICERS, EMPLOYEES, AFFILIATES OR VENDORS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSIONS OR PREMISE EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES OR INFORMATION WHETHER AS A RESULT OF RTG'S OR ITS SERVICE PROVIDER'S OR VENDOR'S NEGLIGENCE. IF ANY CLAIM AGAINST RTG IS CONTEMPLATED THEN RTG SHALL HAVE NO LIABILITY UNLESS THE CLAIM IS MADE IN WRITING WITHIN 30 DAYS OF THE EVENT OR 30 DAYS FROM THE TERMINATION OF SERVICE, WHICHEVER IS EARLIER. RTG'S LIABILITY IS LIMITED TO REPAIR, REPLACEMENT, CREDIT OR REFUND. ALL WARRANTIES COVER ONLY DEFECTS ARISING UNDER NORMAL USE AND DO NOT INCLUDE MALFUNCTIONS OR FAILURES RESULTING FROM MISUSE, ABUSE, NEGLIGENCE, ALTERATION, MODIFICATION, IMPROPER INSTALLATION OR REPAIRS BY ANYONE OTHER THAN RTG. IN NO EVENT SHALL RTG'S TOTAL LIABILITY EXCEED THE AMOUNTS PAID BY YOU TO RTG IN THE PRIOR THREE (3) MONTHS FROM DATE OF CLAIM. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY RTG OR RTG'S AGENTS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

20 SURVIVAL.

20.1 Survival. The provisions of this Agreement relating to indemnification (including those relating to 911 Emergency Dialing), limitations on liability, warranty limitations, billings, survival, and your obligations to

pay for the Service provided, including any additional usage charges, shall survive any termination of this Agreement or termination of the Service.

21 NOTICES BY EMAIL.

21.1 RTG shall communicate important information about the Service, billing, changes to the Service and other information to you by email to the email address ("Email Address") you have registered with us. You agree to notify RTG of any change to your Email Address and that sending a message to the Email Address is the agreed upon means of providing notification. The information sent to you is time-sensitive and it is imperative that you read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Service.

22 EVENTS BEYOND OUR CONTROL.

22.1 RTG shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of RTG as may occur in spite of RTG's best efforts.

23 GOVERNING LAW / RESOLUTION OF DISPUTES.

23.1 MANDATORY ARBITRATION AND NO JURY TRIAL.

23.1.1 Except as noted below, any dispute between you, any member of your household or any guest and us in any way related to or concerning this agreement, or the provision of Service or Products to you, including any billing disputes will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association ("AAA"). You and RTG agree that the party bringing the claim shall pay the arbitration fees and that each party will bear their own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. The AAA Supplemental Procedures for Consumer-Related Disputes provide that unless a hearing is requested, disputes will be resolved based on written submissions and no personal appearance is required. If you request an arbitration hearing, that hearing will take place either telephonically or in Bend, Oregon.

23.1.2 As a limited exception to the agreement to arbitrate, you and RTG agree that: (a) you or RTG may file Claims in small claims court in Deschutes County (Bend), Oregon, if the Claims qualify for hearing by such court; (b) if you fail to timely pay amounts due, RTG may assign the account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement

23.2 PREFILING NOTICE OF CLAIM.

23.2.1 Before instituting arbitration or suit, you agree to provide RTG with an opportunity to resolve the claim by sending a written description of the claim to RTG at the address below. If RTG is not able to resolve the claim within 30 days of receipt of notice, then you or RTG may initiate arbitration or suit as described in section 23.1.

23.2.2 All claim notices should be sent to:

Rural Technology Group
Claims Department
25 NW Minnesota, Suite 14
Bend OR 97701.

23.3 GOVERNING LAW.

23.3.1 The Agreement and the relationship between you and RTG shall be governed by the laws of the State of Oregon without regard to its conflict of law provisions.

23.3.2 To the extent court action is initiated to enforce an arbitration award or for any other reason consistent with Section 23.1.2, you and RTG agree to submit to the personal and exclusive jurisdiction of the courts within the state of Oregon, to the extent possible in Deschutes County, and waive any objection as to venue or inconvenient forum.

24 NO WAIVER OF RIGHTS

24.1 The failure of RTG to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

25 ENTIRE AGREEMENT.

25.1 The terms and conditions of this Agreement constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, written or oral, relating to the

Service. This agreement shall be binding upon the heirs, successors, and assigns of RTG and you.

25.2 Copyright, Trademark, and Unauthorized Use. The Service and Equipment and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Service information, documents, and materials on our websites are protected by copyright, trademark, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") of RTG are and shall remain the exclusive property of RTG and nothing in this Agreement shall grant you the right or license to use such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software strictly in accordance with the terms and conditions of the Agreement, and that the Equipment is exclusively for use in connection with the Service.

Subscriber Name (print) _____

Subscriber Signature _____ / / _____

Rural Technology Group
25 NW Minnesota, Suite 14
Bend, OR 97701
877-656-3532

www.gilliam-internet.com
www.sherman-internet.com
www.wheeler-internet.com

I have been advised that RTG's VoIP 911 service does not function the same as traditional 911 services and may fail due to power outage, Internet interruption, equipment failure or other conditions, some of which are described above.

911 Notice Has Been Given _____