

## **INTERNET TERMS AND CONDITIONS OF SERVICE**

We appreciate you choosing La Harpe Telephone Co. for your internet needs. It is important you take a moment to read this document, as it holds key information. This document, along with any others referenced, collectively makes up "the agreement". This agreement is a legal contract between you, our valued customer ("user"), and La Harpe Communication Inc., trading as La Harpe Telephone Co. ("La Harpe Telephone Co."). It sets out the terms and conditions under which we will provide the services you have chosen to receive ("the services").

La Harpe Telephone Co. may update the terms of this agreement at any time, and we will post the updated version on our website. We will do our best to let you know about any changes, either through a website notice, an email, regular mail, or on your monthly billing statement. We recommend checking our website regularly to keep up to date. If you continue to use our service after we post changes, it means you accept the updated terms.

Your agreement with us begins once we have accepted your order for services and you start using them. It continues until you end your services according to the agreement. This agreement covers both the services and any equipment we provide for you to use with the service, like consumer premises equipment, an IP phone, multimedia terminal adapter, analog telephone adapter, or any other IP connection device (collectively, "the equipment").

**Internet Access** - La Harpe Telephone Co. will grant internet connections between the wireless or wired equipment provided by La Harpe Telephone Co. and La Harpe Telephone Co.'s internet backbone, in line with the service characteristics described here. Please note that the internet connections are provided at 'up to' the speeds advertised within your service plan, reflecting the best conditions. For network maintenance and equipment upgrades, we may need to interrupt these speeds occasionally. We will do our utmost to inform you of any such interruptions in advance. La Harpe Telephone Co. maintains the full right to employ subcontractors to deliver services under this agreement.

**Telephone Service** - If you opt for our telephone services, La Harpe Telephone Co. will provide them, and you pledge to use the telephone service in accordance with the phone terms and conditions of service, which may be updated from time to time.

**Acceptable Use -** As a user of La Harpe Telephone Co.'s service, you are expected to adhere to our fiber internet acceptable use policy. Please note that this policy can be updated periodically.

Please be aware that technology transfers, including electronic transmissions across national boundaries, are regulated by the U.S.A.A. Government. It is essential that you refrain from exporting, importing, or re-exporting any technology transmitted through La Harpe Telephone Co. services without first securing necessary export licenses or governmental approval.

Ensure you do not directly or indirectly export or re-export such technology to any countries listed in supplements to part 770 of title 15 of federal regulations in country groups Q, S, W, Y, or Z. Please note that these lists are subject to changes as per regulatory updates. La Harpe Telephone Co. will actively collaborate with law enforcement agencies in the investigation of suspected criminal activities or misuse of services. As a user, you agree to protect and compensate La Harpe Telephone Co., its agents, and representatives against all claims, costs, losses, damages, liabilities, and expenses, including reasonable legal fees. This applies to any circumstance,



including, but not limited to, any harm, injury, loss, or damage sustained by La Harpe Telephone Co. or any other party due to the user's violation of this lawful use provision or La Harpe Telephone Co.'s fiber internet acceptable use policy.

**Copyright, Trademark, and Unauthorized Usage of Devices, Firmware, or Software -** Our service, including any devices, equipment, firmware, or software used in its provision, and all information, documents, and materials on La Harpe Telephone Co.'s websites, are protected by trademark, copyright, or other intellectual property laws. All La Harpe Telephone Co.'s websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") are the exclusive property of La Harpe Telephone Co. This agreement does not grant the user any right or license to use La Harpe Telephone Co.'s marks.

We have not granted any license to use the firmware or software used to provide the service or given to the user in conjunction with the service. The user has a nontransferable, revocable license to use such firmware or software in object code form (without modification) strictly according to this agreement's terms and conditions. The user acknowledges that any device or equipment is solely for use with the service, and that La Harpe Telephone Co. will not provide any passwords, codes, or other information or assistance for any other purpose. La Harpe Telephone Co. reserves the right to prohibit the use of any interface equipment not provided by us.

The user promises to have all required rights, including software and/or firmware licenses, to use any interface equipment not provided by La Harpe Telephone Co. The user also agrees to indemnify and protect La Harpe Telephone Co. against all liability arising from the user's use of such interface equipment with the service. The user shall not reverse compile, disassemble, or reverse engineer or try to derive the source code from the firmware or software's binary code.

The user must not change the electronic serial number or equipment identifier of any device, or perform a factory reset of any device without prior written approval from La Harpe Telephone Co. La Harpe Telephone Co. reserves the right to end the user's service if we believe the user has tampered with any device. In such a case, the user will remain responsible for any termination fees outlined in this agreement. The user shall not try to hack or disrupt the service or use the service in a way that is inconsistent with its intended purpose.

**Security -** As users, you are in the best position to manage security risks and are thus solely in charge of your account's security. La Harpe Telephone Co. will not be held accountable for any service interruptions, corrupted files, or viruses that affect users. It is your responsibility to protect your network and equipment through appropriate means (e.g., using commercial software) from theft, unauthorized use, or system corruption. Any harm done to the network due to failure to secure your network and devices may result in immediate termination of your service. You bear full responsibility for any actions, damage, or costs incurred through your account, regardless of who uses it.

**Service Availability** - The service is dependent on the availability of La Harpe Telephone Co. facilities and the unique signal path conditions between these facilities and your premises. Given the service technology's nature, La Harpe Telephone Co. reserves the right to declare the service unavailable to you at any time, including after installation. La Harpe Telephone Co. assumes no liability for any claims, damages, losses, or expenses due to the unavailability of the service in your area, even if the unavailability occurs after installation.



**Service Plans** - La Harpe Telephone Co. offers a variety of service plans with different speeds and data usage. These plans are subject to availability and may include other promotional terms and conditions. If you change or upgrade your service plan, any special promotions may be dropped or removed.

**Performance Levels** - Speed depends on the wider network architecture's traffic. La Harpe Telephone Co.'s services are provided at "up-to" speeds, and maximum service performance (throughput speeds) is not guaranteed. La Harpe Telephone Co. will make every reasonable effort to ensure that you receive your service plan's speeds throughout most of your daily use under ideal conditions. La Harpe Telephone Co. is not responsible for speeds from points elsewhere on the internet, and you understand that the content you access may be subject to "caching" or other factors beyond La Harpe Telephone Co.'s control.

**Throughput Volume** - Depending on the service plan, an account will have a standard quota for disk space and data usage. At La Harpe Telephone Co.'s discretion, an added quota may be added to the account for a recurring fee, based on La Harpe Telephone Co.'s current rates. Data usage above your limit will result in added fees.

**Network Management** - You acknowledge that La Harpe Telephone Co. may use various tools and techniques to efficiently manage its networks, as provided in La Harpe Telephone Co.'s open internet statement. La Harpe Telephone Co. may employ traffic-management technology to distribute bandwidth among all its customers and always has the right to remove, restrict access to, or make unavailable any information or content on La Harpe Telephone Co.'s servers.

**IP Addresses** - Internet protocol ("IP") addresses are not portable and are not assigned for independent administration or distribution. You understand that IP assignments may change as needed by La Harpe Telephone Co. and the American registry for internet numbers (ARIN).

La Harpe Telephone Co. Equipment - La Harpe Telephone Co. will provide you with authorized wireless or wired equipment for use with the La Harpe Telephone Co. service. Only La Harpe Telephone Co. consumer premises equipment ("CPEs") is allowed to be connected to the service. La Harpe Telephone Co. owns the CPE installed at your location and will manage and upgrade the CPE, as necessary.

**User Equipment** - It is your responsibility to ensure that your computer system meets the current minimum system requirements stated by La Harpe Telephone Co. as necessary to use the service. The computer equipment needed to access and use the service may change over time. If your computer equipment becomes inadequate to access the service, your only remedy will be to upgrade your computer equipment or end this agreement. Hardware and software below La Harpe Telephone Co.'s stated minimum requirements may work on La Harpe Telephone Co.'s network, but service is not guaranteed with hardware lower than the following requirements, and the use of older software can expose you and your data to viruses and other security risks. - Windows system desktop or laptop Microsoft

Windows 7 or newer; Pentium processor 1 ghz, or equivalent, 1 GB of memory (RAM), 16 GB of free hard drive space, 16bit colors at 1024×768 resolution, and Ethernet card (NIC) or WAN card (Wi-Fi). Macintosh system Mac OS 10.6 or newer; Intel Core 2 Duo processor or newer, 2 GB of memory (RAM), 8 GB of free hard drive space, Ethernet or Wi-Fi card (NIC).



**Cancellation, Termination, and Service Changes -** If you decide to cancel your order before the service is activated, there is no need to worry about being billed or charged a processing fee. Just give us a call at La Harpe Telephone Co. customer service on 620-496-1000 to let us know if you wish to cancel before the service kicks off.

You are free to terminate your service at any time. Just let us know at La Harpe Telephone Co. The termination will take effect on the date you contact us or on the future date you or La Harpe Telephone Co. specifies if we can accommodate it. Please remember, we do not refund paid charges. So, if you cancel before the billing cycle ends, we will not be able to issue pro-rated refunds or credits for any remaining partial-month periods.

If you want to change or upgrade your service plan, bear in mind that any special promotions applied to your account may be dropped or removed if they are no longer available.

Even after termination, you are still obliged to fulfill any commitments under this agreement, including payment for all services rendered prior to termination. All dues must be settled before we can consider your cancellation complete.

If all the equipment given to you by La Harpe Telephone Co. is not returned within 30 days of cancellation or service termination, we will have to charge you the fees outlined in the additional fee statement.

We are authorized to charge any equipment replacement charges, fees for services rendered prior to termination, and associated collection or late fees to your credit/debit card or electronic check on file with La Harpe Telephone Co. If we cannot authorize the full amount due, we will need you to provide an alternative payment like a money order, cashier's check, or other certified bank check within 10 days. Please note, you are responsible for any loss or damage to the equipment from when it is shipped to you until it is returned to La Harpe Telephone Co.

When your service ends, we may give your new service provider the telephone number that you transferred to La Harpe Telephone Co. from your earlier provider. This is entirely at our discretion and will only happen if your new provider can accept the number, your account has been properly ended, all charges and applicable termination fees have been paid, and you requested the transfer when ending your account.

**Termination and Suspension by La Harpe Telephone Co.** - If we find any inappropriate or abusive usage of the services at our sole discretion, we may suspend or end your account and take legal action if necessary. We can track and report any such misuse to the relevant authorities for further legal action.

We may decide to end your account right away if we decide you have violated any terms of this agreement, including our fiber internet acceptable use policy. We have the right to suspend or end a user's account at any moment without providing any reason. Additionally, we may decide to end your service by providing you with a written notice at least fifteen (15) days before the termination date.

If we end your service for any reason, you are still required to settle any outstanding fees as per this agreement and cover any costs we incur to collect such amounts, including collection costs and legal fees.



**Fees** - These include set up or installation fees, monthly service fees, monthly equipment fees, and other charges. We will bill these fees and any equipment costs in advance. You agree to pay all taxes and fees arising under this agreement. If you are experiencing service or quality issues during the first thirty (30) days which we cannot resolve, you may cancel the service, and we may refund all amounts paid (including installation cost) at our sole discretion.

Additional Fees - All our services may have additional charges, including overage charges, unreturned equipment fees, early termination fees, upgrade fees, directory assistance (411) calls, insufficient funds fees, late fees, and reconnect fees as disclosed in our additional fees and payment terms statement which we may update from time to time.

**Payment Method and Timing** - You can pay via electronic bank draft, money order, check or credit/debit card. If your payment is rejected or any unpaid balance stays on your account, it will be considered delinquent. Payment terms including due date and delinquent payment policy are detailed in the added fee statement. Payment is in advance of service delivery for that month.

Late Fees and Service Interruption/Disconnect - We will charge late and other applicable fees to recover costs associated with delinquent payments. These fees are in addition to all other charges. Additionally, we may interrupt or disconnect your services due to non-payment. The details around overdue payment and associated charges are available in the added fee statement. If we decide to retrieve any equipment from you, we will contact you to inform you about the process. If you wish to resume or reconnect services, you must first clear any outstanding amounts on your account.

**Billing Disputes and Errors** - You may dispute any invoiced charge by contacting us within thirty (30) days of the disputed invoice date. Any charges will be considered correct and indisputable thirty (30) days after the invoice date, and you will lose the right to dispute any charge after that period. If any billing errors result in overpayment for service, we will issue invoice credits equal to the erroneously billed amounts.

**Fee Changes** - You acknowledge and agree that we have the right to change our service fees, added fees, or introduce new fees at any time upon letting you know.

**User Charges** - You acknowledge that you may incur charges while using the services. For example, charges may arise because of accessing certain information or buying or subscribing to certain offerings via the internet. You agree that all such charges, including all applicable fees and taxes, shall be paid by you and are not our responsibility.

**Installation and Access to User's Premises -** La Harpe Telephone Co. offers installation services at the user's location for a mutually agreed price. The installation process may require changes to the internal wiring of the user's house. The user hereby agrees to these modifications. The user gives La Harpe Telephone Co., its employees, agents, contractors, and authorized representatives permission to enter the user's property to install, keep, inspect, repair and remove equipment or services.

If the user does not own the premises, upon request, the user will provide the owner's name and address and written consent or other evidence that access to the property is authorized. This agreement depends on La Harpe Telephone Co.'s obtaining entry rights onto the premises, and La Harpe Telephone Co. will not be liable if access is denied or limited. Users will not move equipment, change it, or connect it to any other outlet.



**Moving and Reconnection -** If the user wishes to move the service during the agreement term, a relocation request must be placed with La Harpe Telephone Co. This request must include the desired service termination date, the address and phone number of the new location, the expected move-in date, and the preferred transfer of service date.

**Privacy -** La Harpe Telephone Co. respects users' personal information and has set up a privacy policy. By using the service, the user acknowledges and accepts the practices and policies outlined in La Harpe Telephone Co.'s privacy policy.

**User Obligations** - Users are solely responsible for backing up any data files on La Harpe Telephone Co. computers or networks. Users must notify La Harpe Telephone Co. at once if any device is stolen or if unauthorized usage is detected. Users will be liable for all liability that may arise out of the content transmitted by the user or to any person, whether authorized or unauthorized, using the user's service or device.

**User Complaint Resolution -** La Harpe Telephone Co. strives to provide the best service possible and welcomes users' feedback. Users can communicate their views to La Harpe Telephone Co. by calling 620-496-1000.

**Warranty -** The services and any equipment provided to the user by La Harpe Telephone Co. are provided on an "as is" basis without warranties of any kind.

Limited Warranty – La Harpe Telephone Co. commits to providing services under this agreement in a professional and prompt manner, in line with the set timelines. Any claims about a breach of this warranty must be made within sixty (60) days of the discovery of any defect, and six (6) months from the date the services were provided. After this period, La Harpe Telephone Co. will not be liable for any claims. However, La Harpe Telephone Co. cannot guarantee that your service usage will be uninterrupted or error-free. If there is a breach of this warranty, La Harpe Telephone Co.'s responsibility, and your only remedy, will be either a return of some or all the service fees paid for the current month, or repair or replacement of connection services or products. This is a limited warranty, and it is the only warranty provided by La Harpe Telephone Co. Some states do not allow limitations on warranties, so they might not apply to you. If any unauthorized modifications are made to the equipment or services during the warranty period, or if the services or products are mishandled, or if you breach the terms of this agreement, this warranty will be ended.

Aside from the warranties on the device provided in the accompanying documentation and the retail customer limited warranty, La Harpe Telephone Co. does not make any other warranties on the device or equipment. We specifically disclaim any warranty of merchantability, fitness of the device for a specific purpose, title, or non-infringement, and any warranty that the device or any software is error-free or will meet your requirements. This does not limit any other disclaimer or limitation of warranty provided with the device.

Limitation of Liability / Disclaimer of Liability - La Harpe Telephone Co., its affiliates, and their respective members, officers, directors, employees, shareholders, representatives, contractors, agents, successors, and assigns are not liable to the user or any third party for any issues in connection with the service or this agreement. This applies to the greatest extent allowed by law, and covers all legal or equitable theories including contract, negligence, tort, and strict liability. However, this may not apply in states that do not allow the exclusion or limitation of incidental or consequential damages.



If this limitation on liability is found to be invalid or unenforceable for any reason, then La Harpe Telephone Co.'s total liability for liabilities that otherwise would have been limited will not exceed the service charges for the affected time.

## La Harpe Telephone Co. Also, Won't be Liable:

- 1. For any amount above the service charges for the affected period.
- 2. For any third-party fees or charges, such as banking fees, overdraft fees, mobile phone or other wire line charges, technician charges, or similar charges.
- 3. For any indirect, special, incidental, punitive, exemplary, or consequential damages.
- 4. For data loss or the cost of getting substitute goods or services.
- 5. For any damages or loss due to the user's failure to back up any equipment or any security breaches.
- 6. For the customer's use of the service for high-risk or unlawful uses, or any use that violates this agreement.
- 7. For anything beyond La Harpe Telephone Co.'s reasonable control.
- 8. La Harpe Telephone Co. is not responsible for any delay or failure to provide the service, including 911 dialing, or any interruption or degradation of voice quality caused by any of the following:
- 9. Acts or omissions of an underlying carrier, service provider, vendor or other third party.
- 10. Equipment, network or facility failure
- 11. Equipment, network or facility upgrade or modification.
- 12. Force majeure events such as acts of God, acts of nature, strikes, fire, war, riot, terrorism and government actions.
- 13. Equipment, network or facility shortage
- 14. Equipment or facility relocation
- 15. Outage of, or blocking of ports by, user's ISP or fiber service provider
- 16. Any act or omission by user or any person using the service or device.
- 17. Any other cause that is beyond La Harpe Telephone Co.'s control

La Harpe Telephone Co. is not responsible for any delays or failures in providing the service, including 911 dialing, at any time or for any interruptions or reduction in voice quality. This extends to situations caused by third parties, equipment or network failures, upgrades or modifications, force majeure events such as natural disasters, strikes, fires, wars, riots, acts of terrorism and government actions. It also includes equipment or network shortages, relocations, failures due to power loss to the user, port outages or blocks by the user's ISP or fiber service provider, any acts by the user or any person using the service or device provided to the user, or any other cause that is beyond La Harpe Telephone Co.'s control. This includes device failures, communication failures, inability to connect or complete communications (including 911 dialing), or to send them. If there are any issues, La Harpe Telephone Co.'s total liability under this agreement will not exceed the service charges for the affected period.

Under this agreement, La Harpe Telephone Co.'s total liability will not exceed the amount paid by the user for services in the past twelve months leading up to the incident. However, it is worth noting that some places may not allow limits on liability when it comes to negligence causing death or personal injury. In these cases, La Harpe Telephone Co. only limits its liability as much as the local laws permit. Apart from the payment of fees owed by the user, neither party will be held responsible for any failures or delays in conducting this agreement if they are due, fully or partially,



directly or indirectly, to any factors or causes beyond their reasonable control. This includes things like natural events, or actions from a court or government.

**Indemnification** - User agrees to defend, indemnify and hold La Harpe Telephone Co. its officers, directors, agents and employees harmless from any claims, losses and damages, including attorney's fees, resulting from user's violation of any of the provisions of this agreement or user's placement or transmission of any materials or content onto La Harpe Telephone Co. servers or through its network, or from any and all use of user's account, with or without user's knowledge or consent, or from all claims, damages, fines, penalties, costs and expenses (including, without limitation, attorney fees) related to any action taken by La Harpe Telephone Co. as part of La Harpe Telephone Co. investigation of a suspected violation of this agreement or as a result of its conclusion that a violation of this agreement has occurred, or to user's use of or inability to use La Harpe Telephone Co. services, equipment, bundled software, internet or VoIP, including, without limitation, 911 dialing.

**Relationship** – the user's relationship with La Harpe Telephone Co. is that of an independent contractor. The user is not an agent of La Harpe Telephone Co., and user has no authority to oblige La Harpe Telephone Co. by contract or otherwise.

**Third Party Beneficiaries** – no provision of this agreement provides any person or entity not a party to this agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third-party beneficiary rights.

**Survival** – the provisions of this agreement that by their sense and context are intended to survive the termination or end of this agreement shall survive.

**Transferability and Assignment** – user shall not sell, transfer or assign this agreement. The user's account and right to use La Harpe Telephone Co.'s services and system are not transferable without La Harpe Telephone Co.'s prior written consent. User agrees to protect their password and account and to keep them secure from unauthorized users and use, and to be solely responsible for the protection and security of user's password and account information.

**Notices** – notifications of either party to this agreement shall be effective upon receipt, or refusal of delivery, when deposited in the united states mail, first class mail, certified or return receipt requested, postage prepaid, or when sent by a telefax, email, or a nationally recognized overnight delivery service, to La Harpe Telephone Co. at P.O. Box 100, La Harpe, Kansas 66751 or to the address of customer set forth on La Harpe Telephone Co.'s records or such other address provided for such purposes.

**Proprietary Rights** – La Harpe Telephone Co. grants users a non-exclusive, non-transferable license to use the products and services provided hereunder. Title and property rights, including all intellectual property rights to such products and services, are and shall remain with La Harpe Telephone Co., whether they are embedded in any product. User recognizes that the products and services used hereunder constitute valuable trade secrets of La Harpe Telephone Co. and user shall use their best efforts to protect and keep confidential all products and services used by user and shall not attempt to copy, examine, in any way alter, or reengineer, reverse engineer, tamper with, or otherwise misuse such products and services.

**Jurisdiction/Venue/Choice of Law** – user agrees that exclusive authority for any claim or dispute with La Harpe Telephone Co. or relating in any way to user's account or user's use of the services



lives in the courts of Kansas and that this agreement shall be governed by Kansas law. The user expressly consents to the exercise of personal authority in the courts of Kansas in connection with any such dispute. If an action at law or in equity is necessary to enforce or interpret the terms of this agreement or compel performance thereof, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

**Amendments** – La Harpe Telephone Co. may change this agreement from time to time, and the user's continued use of the service following notice of such modification shall be the user's acceptance of such modification. If the user does not agree to any modification of this agreement, the user must at once stop using the service and notify La Harpe Telephone Co. of the user's desire to cancel the service.

**Information** – user hereby acknowledges that La Harpe Telephone Co. and its affiliates may keep and use any information, comments or ideas conveyed by user relating to the service (including any products and services made available on the service). This information may be used to provide the user with better service. La Harpe Telephone Co. may open and keep a customer file.

**Entire agreement** – this agreement, and all other documents and La Harpe Telephone Co. policies referenced here, constitutes the entire agreement between La Harpe Telephone Co. and user pertaining to the subject matter hereof. La Harpe Telephone Co.'s failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right.

**Severability** – in the event that it is determined by a court of competent jurisdiction as a part of a final non-appealed judgment that any provision of this agreement (or part thereof) is void, invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the agreement will remain in full force and effect.

Acceptance - User represents and warrants to La Harpe Telephone Co. that user is of lawful age to enter into this agreement and that.

User has the full right, power and authority to enter into this agreement and to perform the acts required of user hereunder; and the acceptance of this agreement by the user, and the performance by user of its obligations and duties hereunder, do not and will not violate any agreement to which user is a party or by which it is otherwise bound.

By using and accepting service from La Harpe Telephone Co., user acknowledges that they have read and understand the terms and conditions of this agreement and agrees to be legally bound by all the terms and conditions of this agreement and any associated documents, the same as if user had physically signed this agreement. This agreement supersedes all other written and oral communications or agreements about the subject matter. Any waiver, modification or variation of any term or condition of this agreement shall only be effective if in writing and/or in the form of a business contract signed by an authorized officer of La Harpe Telephone Co.

By providing La Harpe Telephone Co. with user's telephone number, cell phone number(s), or email address, user gives consent for La Harpe Telephone Co., or any of La Harpe Telephone Co.'s agents (including collection agents), to contact user at these numbers or email address, or any other phone number or email address that is later acquired for user, and, to leave live or pre-recorded



messages, text messages, or emails to the extent that such are necessary to enforce any part of this agreement. For greater efficiency, calls may be delivered by an auto-dialer.

By user's use and acceptance of the service, user is showing that user has read, understood, and agreed to be bound by the terms and conditions of this agreement.

**Business internet terms and conditions of service -** Thank you for choosing La Harpe Telephone Co. for your business internet needs. This document is important–please read it carefully. This La Harpe Telephone Co. business internet service terms and conditions and all documents referred to herein (collectively the "agreement"), is a legal contract between the customer ("user") and La Harpe Communications Inc. D/b/a La Harpe Telephone Co. ("La Harpe Telephone Co.") and sets forth the terms and conditions by which La Harpe Telephone Co. will make available the services user has elected to receive ("the service(s)").

La Harpe Telephone Co. reserves the right to change or modify this agreement at any time by posting the revised and updated agreement on La Harpe Telephone Co.'s website. La Harpe Telephone Co. may notify users of any change by posting notice of changes on La Harpe Telephone Co.'s website; notifying users by email or us mail; and/or notifying users on users monthly billing statement. Users should regularly review information posted on La Harpe Telephone Co.'s website to obtain prompt notice of such changes. User's non-termination or continued use of services after changes are posted constitutes user's acceptance of this agreement as changed by the posted changes.

The service term will begin once the user's order for services has been accepted by La Harpe Telephone Co. and the user accepts services from La Harpe Telephone Co. This agreement shall continue until the user's services expire in accordance with the user's service order. This agreement governs both the services and any equipment provided by La Harpe Telephone Co. and used in conjunction with the service, such as consumer premises equipment; an Ip phone; multimedia terminal adapter; analog telephone adapter; or any other Ip connection device (collectively, a "device" or the "equipment").

**Internet Access** – subject to the service characteristics contained herein, La Harpe Telephone Co. shall provide internet connections between the La Harpe Telephone Co. provided wireless or wired equipment and La Harpe Telephone Co.'s internet backbone. Internet connections are provided as "up-to" the speeds advertised within the service plan bought by user reflecting performance under ideal conditions. La Harpe Telephone Co. reserves the right to interrupt those speeds if necessary for equipment upgrades and network maintenance and will do its best to inform the user of any such interruptions ahead of time. La Harpe Telephone Co. shall have the unrestricted right to engage subcontractors in rendering services under this agreement.

**Telephone Service** – if user subscribes to telephone services, La Harpe Telephone Co. shall provide telephone service, and user warrants to La Harpe Telephone Co. that user will use the telephone service in accordance with the phone terms and conditions of service as they may be updated from time to time.



**Acceptable use** - As a condition of use of the service, the user warrants to La Harpe Telephone Co. that the user will use the service in accordance with the fiber internet acceptable use policy of La Harpe Telephone Co. as it may be updated from time to time.

The transfer of technology across national boundaries, including electronic transmission thereof, is regulated by the U.S.A. Government. The user agrees not to export, import or re-export, (including, without limitation by way of electronic transmission) any technology transmitted through La Harpe Telephone Co. services without first obtaining any required export license or governmental approval. User agrees it will not directly or indirectly export or re-export such technology to any of those countries listed from time-to-time in supplements to par 770 to title 15 of the code of federal regulations in country groups q, s, w, y or z. The parties acknowledge that the foregoing lists are subject to regulatory change from time to time.

La Harpe Telephone Co. will cooperate fully with legal authorities in the investigation of suspected crimes or service abuses. User agrees to indemnify and hold harmless La Harpe Telephone Co., its agents and representatives, from any and all claims, costs, losses, damages, liabilities and expenses, including reasonable attorneys' fees for any reason whatsoever, including without limitation, any harm, injury, loss or damage incurred by La Harpe Telephone Co., or any other party, arising out of user's breach of either this lawful use provision or La Harpe Telephone Co.'s fiber internet acceptable use policy.

## Copyright, Trademark, Unauthorized Usage of Device, Firmware or Software

The service, any devices or equipment, and any firmware or software used to provide the service or provided to the user in conjunction with providing the service, or embedded in the devices or equipment, and all services, information, documents and materials on La Harpe Telephone Co. websites are protected by trademark, copyright or other intellectual property laws and international treaty provisions. All La Harpe Telephone Co.'s websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will always remain the exclusive property of La Harpe Telephone Co. Nothing in this agreement grants user the right or license to use any La Harpe Telephone Co. marks.

User has not been granted any license to use the firmware or software used to provide the service or provided to the user in conjunction with providing the service, or embedded in any devices or equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms

And the conditions of this agreement. User expressly agrees that any device or equipment is exclusively for use in connection with the service and that La Harpe Telephone Co. will not provide any passwords, codes or other information or assistance that would enable user to use such device or equipment for any other purpose. La Harpe Telephone Co. reserves the right to prohibit the use of any interface equipment that La Harpe Telephone Co. has not provided to the user. The user hereby represents and warrants that the user possesses all required rights, including software and/or firmware licenses, to use any interface equipment that La Harpe Telephone Co. has not provided to the user. In addition, the user shall indemnify and hold La Harpe Telephone Co. harmless against all liability arising out of the user's use of such interface equipment with the service. User shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.



The user shall not change the electronic serial number or equipment identifier of any device or perform a factory reset of any device without prior written consent from La Harpe Telephone Co. La Harpe Telephone Co. reserves the right to terminate user's service if La Harpe Telephone Co. believes, in La Harpe Telephone Co.'s sole and absolute discretion, that user has tampered with any device. In the event of such termination, the user will remain responsible for any termination fees as provided for in this agreement. User shall not attempt to hack or otherwise disrupt the service or make any use of the service that is inconsistent with its intended purpose.

**Security** - Users can best control the risks associated with security and are therefore solely responsible for maintaining and upholding the account security of their service. La Harpe Telephone Co. will not be responsible for any disruption of service, corrupted files or viruses which affect the user of the service. It is the user's responsibility to safeguard the user's network and equipment through appropriate means (e.g., Using commercially available software), from theft, unauthorized use or system corruption. Any detriment caused to the network because of user's failure to properly secure user's network and devices may result in the immediate termination of user's service. User is entirely responsible for any actions, damages, or costs incurred via their account, regardless of who is using that account.

**Service Availability** – the service is subject to availability as it is contingent on the available La Harpe Telephone Co. facilities and unique signal path conditions between such facilities and the user premises. Due to the nature of the service technology, La Harpe Telephone Co. reserves the right to deem the service unavailable to the user up to, including, and after the installation. La Harpe Telephone Co. assumes no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise relating to the unavailability of the service in user's geographical area, for any reason, even where such unavailability occurs after installation of the service.

**Service Plans** – La Harpe Telephone Co. offers a range of service plans with different speeds and data usage. Service plans are subject to availability and may include other promotional terms and conditions. If a user changes or upgrades their service plan, any special or other promotions may be subject to discontinuance or removal.

**Performance Levels** – speed is a function of the traffic experienced upon the wider network architecture of the internet itself. La Harpe Telephone Co. services are provided as "up-to" speeds and La Harpe Telephone Co. does not guarantee the maximum service performance (throughput speeds) levels. La Harpe Telephone Co. will make every reasonable effort to ensure that users receive the speeds under the service plan they signed up for throughout most of a user's daily use and reflecting performance under ideal conditions. La Harpe Telephone Co. is not responsible for speeds from points anywhere else on the internet and user understands that content that user may access through the service may be subject to "caching" or several other factors that are beyond La Harpe Telephone Co.'s control.

**Throughput Volume** – depending on the service plan signed up for, an account will have a standard quota for disk space and data usage. At La Harpe Telephone Co.'s discretion, an additional quota may be added to such an account for a recurring fee, based on La Harpe Telephone Co.'s thencurrent rates. Data usage on an account above the user's limit will result in additional fees as set forth in the additional fee statement (as defined herein).

**Network Management** – user understands, acknowledges and agrees that La Harpe Telephone Co. may use various tools and techniques to efficiently and reasonably manage its networks as



provided in La Harpe Telephone Co.'s open internet statement which may be updated from time to time. Consistent with its open internet statement, La Harpe Telephone Co. may employ trafficmanagement technology to allocate bandwidth across all its customers and always has the right and without notice to remove, restrict access to or make unavailable any information or content residing on La Harpe Telephone Co.'s servers.

**Ip Addresses** – internet protocol ("Ip") addresses are not portable and are not assigned for independent administration or distribution. Customer understands that Ip assignments are not guaranteed and may be modified as required by La Harpe Telephone Co. and/or the American registry for internet numbers (ARIN).

La Harpe Telephone Co. Equipment – La Harpe Telephone Co. will provide user the authorized wireless or wired equipment for use with the La Harpe Telephone Co. service. Only La Harpe Telephone Co. consumer premises equipment ("CPEs") is permitted and authorized to be connected to the service. La Harpe Telephone Co. will own the CPE installed at the user location and will monitor and upgrade said CPE as La Harpe Telephone Co. determines to be necessary and appropriate.

**User Equipment** - It is your responsibility to ensure that your computer system meets the current minimum system requirements stated by La Harpe Telephone Co. as necessary to use the service. The computer equipment required to access and use the service may change over time. If your computer equipment becomes inadequate to access the service, your only remedy will be to upgrade your computer equipment or terminate this agreement. Hardware and software below La Harpe Telephone Co.'s stated minimum requirements may work on La Harpe Telephone Co.'s network, but service is not guaranteed with hardware lower than the following requirements, and the use of older software can expose you and your data to viruses and other security risks. - Windows system desktop or laptop Microsoft

Windows 7 or newer; Pentium processor 1 ghz, or equivalent, 1 GB of memory (RAM), 16 GB of free hard drive space, 16bit colors at 1024×768 resolution, and Ethernet card (NIC) or WAN card (Wi-Fi). - Macintosh system Mac OS 10.6 or newer; Intel Core 2 Duo processor or newer, 2 GB of memory (RAM), 8 GB of free hard drive space, Ethernet or Wi-Fi card (NIC).

**Cancellation, Termination, and Service Changes -** If you decide to cancel your order before the service is activated, there is no need to worry about being billed or charged a processing fee. Just give us a call at La Harpe Telephone Co. customer service on 620-496-1000 to let us know if you wish to cancel before the service kicks off.

You are free to terminate your service at any time. Just notify us at La Harpe Telephone Co. The termination will take effect on the date you contact us or on the future date you or La Harpe Telephone Co. specifies if we can accommodate it. Please remember, we do not refund paid charges. So, if you cancel before the billing cycle ends, we will not be able to issue pro-rated refunds or credits for any remaining partial-month periods.

If you want to change or upgrade your service plan, bear in mind that any special promotions applied to your account may be discontinued or removed if they are no longer available.

Even after termination, you are still obliged to fulfill any commitments under this agreement, including payment for all services rendered prior to termination. All dues must be settled before we can consider your cancellation complete.



If all the equipment given to you by La Harpe Telephone Co. is not returned within 30 days of cancellation or service termination, we will have to charge you the fees outlined in the additional fee statement.

We are authorized to charge any equipment replacement charges, fees for services rendered prior to termination, and associated collection or late fees to your credit/debit card or electronic check on file with La Harpe Telephone Co. If we cannot authorize the full amount due, we will need you to provide an alternative payment like a money order, cashier's check, or other certified bank check within 10 days. Please note, you are responsible for any loss or damage to the equipment from when it is shipped to you until it is returned to La Harpe Telephone Co.

When your service ends, we may give your new service provider the telephone number that you transferred to La Harpe Telephone Co. from your previous provider. This is entirely at our discretion and will only happen if your new provider can accept the number, your account has been properly terminated, all charges and applicable termination fees have been paid, and you requested the transfer when ending your account.

**Termination and Suspension by La Harpe Telephone Co. -** If we find any inappropriate or abusive usage of the services at our sole discretion, we may suspend or terminate your account and take legal action if necessary. We can track and report any such misuse to the relevant authorities for further legal action.

We may decide to end your account right away if we determine you have violated any terms of this agreement, including our fiber internet acceptable use policy. We have the right to suspend or terminate a user's account at any moment without providing any reason. Additionally, we may decide to end your service by providing you with a written notice at least fifteen (15) days before the termination date.

If we terminate your service for any reason, you are still required to settle any outstanding fees as per this agreement and cover any costs we incur to collect such amounts, including collection costs and legal fees.

**Fees** - These include set up or installation fees, monthly service fees, monthly equipment fees, and other charges. We will bill these fees and any equipment costs in advance. You agree to pay all taxes and fees arising under this agreement. If you are experiencing service or quality issues during the first thirty (30) days which we cannot resolve, you may cancel the service, and we may refund all amounts paid (including installation cost) at our sole discretion.

Additional Fees - All our services may have additional charges, including overage charges, unreturned equipment fees, early termination fees, upgrade fees, directory assistance (411) calls, insufficient funds fees, late fees, and reconnect fees as disclosed in our additional fees and payment terms statement which we may update from time to time.

**Payment Method and Timing** - You can pay via electronic bank draft, money order, check or credit/debit card. If your payment is rejected or any unpaid balance remains on your account, it will be considered delinquent. Payment terms including due date and delinquent payment policy are detailed in the additional fee statement. Payment is in advance of service delivery for that month.

**Late Fees and Service Interruption/Disconnect** - We will charge late and other applicable fees to recover costs associated with delinquent payments. These fees are in addition to all other charges. Additionally, we may interrupt or disconnect your services due to non-payment. The details around



overdue payment and associated charges are available in the additional fee statement. If we decide to retrieve any equipment from you, we will contact you to inform you about the process. If you wish to resume or reconnect services, you must first clear any outstanding amounts on your account.

**Billing Disputes and Errors** - You may dispute any invoiced charge by contacting us within thirty (30) days of the disputed invoice date. Any charges will be deemed correct and indisputable thirty (30) days after the invoice date, and you will lose the right to dispute any charge after that period. If any billing errors result in overpayment for service, we will issue invoice credits equal to the erroneously billed amounts.

**Fee Changes** - You acknowledge and agree that we have the right to modify our service fees, additional fees, or introduce new fees at any time upon notifying you.

**User Charges** - You acknowledge that you may incur charges while using the services. For example, charges may arise because of accessing certain information or purchasing or subscribing to certain offerings via the internet. You agree that all such charges, including all applicable fees and taxes, shall be paid by you and are not our responsibility.

**Installation and Access to User's Premises -** La Harpe Telephone Co. offers installation services at the user's location for a mutually agreed price. The installation process may require changes to the internal wiring of the user's house. The user hereby agrees to these modifications. The user gives La Harpe Telephone Co., its employees, agents, contractors, and authorized representatives permission to enter the user's property to install, maintain, inspect, repair and remove equipment or services.

If the user does not own the premises, upon request, the user will provide the owner's name and address and written consent or other evidence that access to the property is authorized. This agreement depends on La Harpe Telephone Co.'s obtaining entry rights onto the premises, and La Harpe Telephone Co. will not be liable if access is denied or limited. Users will not relocate equipment, modify it, or connect it to any other outlet.

**Moving and Reconnection -** If the user wishes to relocate the service during the agreement term, a relocation request must be placed with La Harpe Telephone Co. This request must include the desired service termination date, the address and phone number of the new location, the expected move-in date, and the preferred transfer of service date.

**Privacy -** La Harpe Telephone Co. respects users' personal information and has established a privacy policy. By using the service, the user acknowledges and accepts the practices and policies outlined in La Harpe Telephone Co.'s privacy policy.

**User Obligations -** Users are solely responsible for backing up any data files on La Harpe Telephone Co. computers or networks. Users must notify La Harpe Telephone Co. immediately if any device is stolen or if unauthorized usage is detected. Users will be liable for all liability that may arise out of the content transmitted by the user or to any person, whether authorized or unauthorized, using the user's service or device.

**User Complaint Resolution -** La Harpe Telephone Co. strives to provide the best service possible and welcomes user feedback. Users can communicate their views to La Harpe Telephone Co. by calling 620-496-1000.



**Warranty -** The services and any equipment provided to the user by La Harpe Telephone Co. are provided on an "as is" basis without warranties of any kind.

Limited Warranty – La Harpe Telephone Co. commits to providing services under this agreement in a professional and timely manner, in line with the set timelines. Any claims regarding a breach of this warranty must be made within sixty (60) days of the discovery of any defect, and six (6) months from the date the services were provided. After this period, La Harpe Telephone Co. will not be liable for any claims. However, La Harpe Telephone Co. cannot guarantee that your service usage will be uninterrupted or error-free. If there is a breach of this warranty, La Harpe Telephone Co.'s responsibility, and your only remedy, will be either a return of some or all the service fees paid for the current month, or repair or replacement of connection services or products. This is a limited warranty, and it is the only warranty provided by La Harpe Telephone Co. Some states do not allow limitations on warranties, so they might not apply to you. If any unauthorized modifications are made to the equipment or services during the warranty period, or if the services or products are mishandled, or if you breach the terms of this agreement, this warranty will be terminated.

Aside from the warranties on the device provided in the accompanying documentation and the retail customer limited warranty, La Harpe Telephone Co. does not make any other warranties on the device or equipment. We specifically disclaim any warranty of merchantability, fitness of the device for a specific purpose, title, or non-infringement, and any warranty that the device or any software is error-free or will meet your requirements. This does not limit any other disclaimer or limitation of warranty provided with the device.

Limitation of Liability / Disclaimer of Liability - La Harpe Telephone Co., its affiliates, and their respective members, officers, directors, employees, shareholders, representatives, contractors, agents, successors, and assigns are not liable to the user or any third party for any issues in connection with the service or this agreement. This applies to the greatest extent permitted by law, and covers all legal or equitable theories including contract, negligence, tort, and strict liability. However, this may not apply in states that do not allow the exclusion or limitation of incidental or consequential damages.

If this limitation on liability is found to be invalid or unenforceable for any reason, then La Harpe Telephone Co.'s total liability for liabilities that otherwise would have been limited will not exceed the service charges for the affected time.

## La Harpe Telephone Co. Also, Won't Be Liable:

- 1. For any amount above the service charges for the affected period.
- 2. For any third-party fees or charges, such as banking fees, overdraft fees, mobile phone or other wire line charges, technician charges, or similar charges.
- 3. For any indirect, special, incidental, punitive, exemplary, or consequential damages.
- 4. For data loss or the cost of procuring substitute goods or services.
- 5. For any damages or loss due to the user's failure to back up any equipment or any security breaches.
- 6. For the customer's use of the service for high-risk or unlawful uses, or any use that violates this agreement.
- 7. For anything beyond La Harpe Telephone Co.'s reasonable control.



- 8. La Harpe Telephone Co. is not responsible for any delay or failure to provide the service, including 911 dialing, or any interruption or degradation of voice quality caused by any of the following:
- 9. Acts or omissions of an underlying carrier, service provider, vendor or other third party.
- 10. Equipment, network or facility failure
- 11. Equipment, network or facility upgrade or modification.
- 12. Force majeure events such as acts of God, acts of nature, strikes, fire, war, riot, terrorism and government actions.
- 13. Equipment, network or facility shortage
- 14. Equipment or facility relocation
- 15. Outage of, or blocking of ports by, user's ISP or fiber service provider
- 16. Any act or omission by user or any person using the service or device.
- 17. Any other cause that is beyond La Harpe Telephone Co.'s control

La Harpe Telephone Co. is not responsible for any delays or failures in providing the service, including 911 dialing, at any time or for any interruptions or reduction in voice quality. This extends to situations caused by third parties, equipment or network failures, upgrades or modifications, force majeure events such as natural disasters, strikes, fires, wars, riots, acts of terrorism and government actions. It also includes equipment or network shortages, relocations, failures due to power loss to the user, port outages or blocks by the user's ISP or fiber service provider, any acts by the user or any person using the service or device provided to the user, or any other cause that is beyond La Harpe Telephone Co.'s control. This includes device failures, communication failures, inability to connect or complete communications (including 911 dialing), or to forward them. If there are any issues, La Harpe Telephone Co.'s total liability under this agreement will not exceed the service charges for the affected period.

Under this agreement, La Harpe Telephone Co.'s total liability will not exceed the amount paid by the user for services in the past twelve months leading up to the incident. However, it is worth noting that some places may not allow limits on liability when it comes to negligence causing death or personal injury. In these cases, La Harpe Telephone Co. only limits its liability as much as the local laws permit. Apart from the payment of fees owed by the user, neither party will be held responsible for any failures or delays in conducting this agreement if they are due, fully or partially, directly or indirectly, to any factors or causes beyond their reasonable control. This includes things like natural events, or actions from a court or government.

**Indemnification** - User agrees to defend, indemnify and hold La Harpe Telephone Co. its officers, directors, agents and employees harmless from any claims, losses and damages, including attorney's fees, resulting from user's violation of any of the provisions of this agreement or user's placement or transmission of any materials or content onto La Harpe Telephone Co. servers or through its network, or from any and all use of user's account, with or without user's knowledge or consent, or from all claims, damages, fines, penalties, costs and expenses (including, without limitation, attorney fees) related to any action taken by La Harpe Telephone Co. as part of La Harpe Telephone Co. investigation of a suspected violation of this agreement or as a result of its conclusion that a violation of this agreement has occurred, or to user's use of or inability to use La Harpe Telephone Co. services, equipment, bundled software, internet or VoIP, including, without limitation, 911 dialing.



**Relationship** – the user's relationship with La Harpe Telephone Co. is that of an independent contractor. The user is not an agent of La Harpe Telephone Co., and user has no authority to oblige La Harpe Telephone Co. by contract or otherwise.

**Third party beneficiaries** – no provision of this agreement provides any person or entity not a party to this agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third-party beneficiary rights.

**Survival** – the provisions of this agreement that by their sense and context are intended to survive the termination or expiration of this agreement shall survive.

**Transferability and assignment** – user shall not sell, transfer or assign this agreement. The user's account and right to use La Harpe Telephone Co.'s services and system are not transferable without La Harpe Telephone Co.'s prior written consent. User agrees to protect their password and account and to keep them secure from unauthorized users and use, and to be solely responsible for the protection and security of user's password and account information.

**Notices** – notifications of either party to this agreement shall be effective upon receipt, or refusal of delivery, when deposited in the united states mail, first class mail, certified or return receipt requested, postage prepaid, or when sent by a telefax, email, or a nationally recognized overnight delivery service, to La Harpe Telephone Co. at P.O. Box 100, La Harpe, Kansas 66751 or to the address of customer set forth on La Harpe Telephone Co.'s records or such other address provided for such purposes.

**Proprietary rights** – La Harpe Telephone Co. grants users a non-exclusive, non-transferable license to use the products and services provided hereunder. Title and property rights, including all intellectual property rights to such products and services, are and shall remain with La Harpe Telephone Co., whether they are embedded in any product. User recognizes that the products and services used hereunder constitute valuable trade secrets of La Harpe Telephone Co. and user shall use their best efforts to protect and keep confidential all products and services used by user and shall not attempt to copy, examine, in any way alter, or reengineer, reverse engineer, tamper with, or otherwise misuse such products and services.

**Jurisdiction/venue/choice of law** – user agrees that exclusive jurisdiction for any claim or dispute with La Harpe Telephone Co. or relating in any way to user's account or user's use of the services resides in the courts of Kansas and that this agreement shall be governed by Kansas law. User expressly consents to the exercise of personal jurisdiction in the courts of Kansas in connection with any such dispute. If an action at law or in equity is necessary to enforce or interpret the terms of this agreement or compel performance thereof, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.

**Amendments** – La Harpe Telephone Co. may modify this agreement from time to time, and the user's continued use of the service following notice of such modification shall be deemed to be user's acceptance of such modification. If the user does not agree to any modification of this agreement, user must immediately stop using the service and notify La Harpe Telephone Co. of user's desire to cancel the service.

**Information** – user hereby acknowledges that La Harpe Telephone Co. and its affiliates may retain and use any information, comments or ideas conveyed by user relating to the service (including any



products and services made available on the service). This information may be used to provide the user with better service. La Harpe Telephone Co. may open and maintain a customer file.

**Entire Agreement** – this agreement, and all other documents and La Harpe Telephone Co. policies referenced herein, constitutes the entire agreement between La Harpe Telephone Co. and its user pertaining to the subject matter hereof. La Harpe Telephone Co.'s failure to insist upon or enforce strict performance of any provision of this agreement shall not be construed as a waiver of any provision or right.

**Severability** – in the event that it is determined by a court of competent jurisdiction as a part of a final non-appealed judgment that any provision of this agreement (or part thereof) is void, invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of the agreement will remain in full force and effect.

Acceptance - The user represents and warrants to La Harpe Telephone Co. that the user is of the lawful age to enter into this agreement and that.

User has the full right, power and authority to enter into this agreement and to perform the acts required of user hereunder; and the acceptance of this agreement by the user, and the performance by user of its obligations and duties hereunder, do not and will not violate any agreement to which user is a party or by which it is otherwise bound.

By using and accepting service from La Harpe Telephone Co., user acknowledges that they have read and understand the terms and conditions of this agreement and agrees to be legally bound by all the terms and conditions of this agreement and any associated documents, the same as if user had physically signed this agreement. This agreement supersedes all other written and oral communications or agreements regarding the subject matter. Any waiver, modification or variation of any term or condition of this agreement shall only be effective if in writing and/or in the form of a business contract signed by an authorized officer of La Harpe Telephone Co.

By providing La Harpe Telephone Co. with user's telephone number, cell phone number(s), or email address, user gives consent for La Harpe Telephone Co., or any of La Harpe Telephone Co.'s agents (including collection agents), to contact user at these numbers or email address, or any other phone number or email address that is later acquired for user, and, to leave live or pre-recorded messages, text messages, or emails to the extent that such are necessary to enforce any part of this agreement. For greater efficiency, calls may be delivered by an auto-dialer.

By user's use and acceptance of the service, user is indicating that user has read, understood and agreed to be bound by the terms and conditions of this agreement.