



Stelle Telephone Service Contract

The customer agrees to follow the terms and conditions set forth in this agreement and agrees to the acceptable use policy given with this contract.

Contract Duration:

This is a two-year contract between the customer and Stelle Telephone Company. The contract starts upon signing date. Customers may upgrade at any time without penalty. Customers may not downgrade services to a lower package without providing a 30 day written notice and signing a new 2-year contract and paying any associated fees. Customers who cancel service before the completion of their two-year contract will be charged a cancelation fee, which may include any promotional fees waived at the start of their contract, hardware costs, and any disconnect fees, as later described in this document. An exception is made for customers who move out of the service area, who may cancel without penalty.

INTERNET

Equipment:

Stelle Telephone will install a device on the outside of the customer's residence. Any hardware STC installs for the purpose of distributing access to the internet, shall not be disturbed physically or digitally. STC performs regular updates on the device. The customer shall not unplug the equipment unless instructed by a representative of Stelle Telephone Company. Customers may be charged a daily fee of \$1 for offline equipment that has been unplugged or where electric has been disconnected due to non-payment of utility. Customers who move or remove STC hardware will be held liable for the replacement cost of the device plus labor. Any damaged hardware will be replaced at cost to the customer. Your customer antenna is rented from Stelle Telephone at a cost of \$5 per month.

WAN and LAN:

Stelle Telephone Company shall have no responsibility for the customer's Local Area Network (hereafter referred to as LAN). STC is responsible for maintaining the town's Wide Area Network (hereafter referred to as WAN) and internet access. STC shall have no responsibility to install, repair, remove, configure or replace any customer hardware or software including: security cameras, routers, tablets, phones, computers,

video gaming systems, switches, antivirus, software updates, or other technology.

TELEPHONE

Equipment:

STC is responsible for the lines running to the network interface device (NID) on the outside of the customers building. The customer shall not open, remove, or deface the NID. Any telephone issues inside the building, including wiring, are the customer's responsibility. The customer is responsible for calling JULIE at 811, if they plan to dig for any reason, or any sized job (including flowers). If the customer digs without calling JULIE and damages STC telephone lines, they will be responsible for the cost of repairs.

Long Distance:

Customers are responsible for choosing their own long distance provider. The customer must notify STC what long distance provider they have chosen. If at any time the customer changes long distance providers, they must notify STC immediately.

Emergency Calls

It is understood that the customer, or their guests, will not use the STC telephone service to make erroneous emergency calls. Customers will be responsible for any fees from emergency responders due to an erroneous emergency call.

Access:

Customer will in a timely manner allow Stelle Telephone Company to access property and equipment required to provide the services. Access includes: information and the right to construct, install, repair, maintain, replace and remove access lines and network facilities, and use ancillary equipment space within the building, necessary for Customer's connection to STC's network. Customer will furnish any power/utilities required to perform installation of the Services.

FEES AND PRICING

Prices and Taxes:

The plan provides Customer's pricing for the services STC will provide. If Customer does not dispute a charge in writing within thirty (30) days after the invoice date, Customer waives the right to dispute the charge (except to the extent applicable law or regulation requires otherwise).

Prices are exclusive of tax and the Customer will pay, all current or future taxes, regulatory surcharges, 911 surcharges, FCC access fees, and other similar charges specified by any governmental entity relating to the sale, use or provision of the Services.

Installation and setup charges may apply. They will be waived with the signing of a new two year contract.

Late Fees:

The customer is expected to pay their bill by the due date listed on their monthly bill or a late charge will be assessed. Accounts which are more than 30 days past due are subject to disconnect and will be charged disconnect fees, as well as cancellation fees for breaking their contract. The customer will be responsible for all costs (including attorney fees) associated with collecting delinquent or dishonored payments. A \$35 fee will be assessed on all checks returned for insufficient funds.

Termination and Suspension:

Stelle Telephone Company may terminate or suspend Services, and may terminate this Agreement, immediately upon notice if the Customer (i) dies (ii) commits a fraud upon STC, (iii) utilizes the Services to commit a fraud upon another party, (iv) unlawfully uses the Services, (v) abuses or misuses STC network or Services, or (vi) interferes with another customer's use of STC network or services. STC may terminate or suspend (and later terminate) an affected Service for material breach (which shall include any failure to timely pay Service fees or charges) by Customer, if such breach is not corrected within 15 days of notice. If Customer fails to rectify a violation of the Acceptable Use Policy below within 5 days after receiving notice from STC, then Stelle Telephone Company may suspend or terminate the affected Services or terminate this Agreement. Notwithstanding the Initial Term described herein, and unless applicable local law or regulation mandates otherwise, STC may discontinue providing the Services for cause pursuant to board action, at any time.

Early Termination Charges:

If any portion of the Services are terminated by Customer for any reason (or by STC for cause) before the end of the Initial Term, Customer will be billed, and Customer agrees to pay Stelle Telephone Company, an early termination charge equal to the sum of: 1) fifty percent (50%) of all recurring monthly charges for the terminated portion of the Services for each month remaining in the contract at the time of termination; 2) any non-recurring fees STC experiences from other suppliers or contractors in accordance with canceling the Customer's service; and 3) any outstanding invoices still owed by Customer. Such payment shall be due within thirty (30) days of service cancellation. Upgrading of services to plans of higher capacity is described as an upgrade where the original service is not considered terminated and STC's then applicable monthly fees for the upgraded service shall apply. Customer agrees that new service must be of equal or longer term to the original service in order to avoid early termination charge. New installation charges and execution of a new service agreement may apply for upgrades. A Customer request for a reduction of Services (including a decrease in bandwidth) prior to the end of the Initial Term shall result in a one-time fee of \$100.00 due and payable by Customer to STC on the next month's invoice, and the monthly recurring fees owed by Customer for the remainder of the Initial Term following such reduction shall equal STC's then applicable monthly fees for such reduced Services.

Disclaimer of Warranties and Liability:

Stelle Telephone makes no express or implied representation or warranty and disclaims any warranties of merchantability or fitness for a particular purpose, and customer agrees that the services are delivered on an “as is” “where as” basis. further, Stelle Telephone Company makes no representation or warranty that (a) telephone calls or other transmissions will be correctly routed or completed (including calls to 911), and no representation or warranty regarding network security, the encryption employed by the services, the integrity of any data that is sent, backed up, stored or load balanced, (b) that Stelle Telephone Company's security procedures will prevent the loss or alteration of or improper access to customer's data, or (c) that services will be uninterrupted or error-free. Stelle Telephone Company will not be liable for any damages relating to: interoperability, access to or interconnection of the services with applications, equipment, services, content or networks provided by customer or others; service defects, service levels, delays or interruptions; failure to correctly route or complete calls or other transmissions (including 911 calls); lost or altered transmissions; or unauthorized access to or theft, alteration, loss, or destruction of customer's or others' applications, content, data, network or systems. STC services are subject to all state and federal laws.

Limitation of Liability:

Stelle Telephone Company's entire liability, and customer's exclusive remedy, for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the services, and not caused by customer's negligence, shall in no event exceed an amount equivalent to the proportionate charge to customer for the period of service during which such mistake, omission, interruption, delay, error or defect in the services occurs and continues. in no event shall any other liability attach to Stelle Telephone Company. this limitation will not apply to bodily injury, death, or damage to real or tangible property directly caused by Stelle Telephone Company's negligence.

Stelle Telephone Company will not be liable to customer under any circumstances for any indirect, incidental, consequential, punitive or special damages. These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

Import/Export Control:

The customer, not Stelle Telephone Company, is responsible for complying with import and export control laws, conventions and regulations for all equipment, software, or technical information Customer moves or transmits between countries using the Services.

Dispute Resolution:

The parties agree that the state courts of Illinois shall have sole and exclusive jurisdiction, and Ford County shall be the proper venue, of any claim or controversy regarding this Agreement or its subject matter, including without limitation, claims for breach of contract, breach of warranty, statutory violation, negligence or other tort. The parties irrevocably waive any right they may have to attack such jurisdiction or seek the removal or transfer of any litigation from the state courts of Illinois to the federal courts located in Illinois or elsewhere. Any judgment on any award rendered may be entered and enforced in any court having jurisdiction. The parties waive any right to trial by jury or to participate in or initiate class actions.

General Provisions:

This Agreement and any pricing are confidential to Customer and Stelle Telephone Company. The customer may appoint a representative to their account, the representative would have authorization to speak with STC on behalf of the customer, and make changes to the customer's account. The account representative must be listed on the last page of this contract. If at any time the customer wishes to remove the account representative, they must submit a written request to STC. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns except that this Agreement may not be assigned by Customer without the prior written consent of Stelle Telephone Company, which consent will not be unreasonably withheld or delayed. Any claim or dispute arising out of this Agreement must be filed within two years after the cause of action arises. This Agreement does not provide any third party (including Users) any remedy, claim, liability, cause of action or other right or privilege. If the Federal Communications Commission, the Illinois Public Utilities or Service Commission or a court of competent jurisdiction, issues a rule, regulation, law or order which has the effect of changing or superseding any material term or provision of this Agreement, including rates, surcharges or taxes, then this Agreement shall be deemed modified in such a way as is consistent with the form, intent or purpose of the ruling. Otherwise, this Agreement will be governed by the law and regulations of the State of Illinois, without regard to its conflict of law principles. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control. Any notice required or permitted under this Agreement must be in writing to the parties set forth above. This Agreement and the Acceptable Use Policy constitutes the entire agreement between the parties concerning the Services provided under this Agreement and supersedes all other written or oral agreements with respect to the subject matter hereof. This Agreement will not be modified or supplemented by any written or oral statements, proposals, service descriptions or purchase order forms. A facsimile or scanned copy of this Agreement and the signatures hereon are deemed to be originals by both parties hereto.

It is understood and agreed that once this contract is made and received in full and complete; that this contract contains the entire agreement between the parties; and that the terms of this agreement are contractual. This contract may not be altered, amended or modified, except by a written document signed by both parties. Upon signing the contract the customer is allowed a 30 day grace period to change their package without penalty, starting from the date of signed contract. Signing this contract acknowledges that you have received and will abide by the STC Acceptable Use Policy.

Furthermore, this Release shall be binding upon the undersigned, and their respective heirs, executors, administrators, personal representatives, successors and assigns. This Release shall be subject to and governed by the laws of the State of Illinois.

Internet speeds are up to speeds and not guaranteed.

This contract has been carefully read and fully understood by the undersigned. The terms have been explained to me and I am freely, knowingly and voluntarily entering into this Contract.

Date: _____

Internet Package Selected: _____

Printed Name: _____

Service Address: _____

Signed: _____

Account Representative: _____