

## CUSTOMER SERVICE NOTICE KALONA COOPERATIVE TELEPHONE COMPANY

As a subscriber to KALONA COOPERATIVE TELEPHONE COMPANY (the "Company") video service, you are entitled to this notice regarding our video programming products and services and certain policies applicable to such service. If you have any questions, please contact the Company's business office at 319-656-3668.

### PRODUCTS AND SERVICES

**Video Products and Services Offered.** For a complete overview of products and services offered, please consult the enclosed brochure (the "**Service Brochure**"). For the current channel positions of all programming carried on the Company's video system, please consult the enclosed channel lineup (the "**Channel Card**"). Instructions on how to use service and associated equipment are provided upon installation and are available from the Company upon request.

**Prices and Options for Video Services.** Current prices and options for installation and service are included in the Service Brochure. Pricing applicable to specific services may depend on the service package and/or service term.

**Conditions of Service.** As a condition of receiving service, you may be required to enter into a separate service agreement. You agree to be bound by any required service agreement along with all applicable terms and conditions of service in this notice (collectively, the "Service Contract"). Your Service Contract may include additional terms and conditions approved by the Company and communicated to you in writing from time to time, including applicable charges and/or promotional discounts for specific services requested by you from time to time.

**Termination of Service.** You may initiate termination of service (a) by notifying the Company's business office during normal business hours and scheduling a physical disconnection of service and equipment recovery, or (b) by directly and personally appearing at the Company's business office during normal business hours and surrendering all equipment to the Company. Upon disconnection of service for any reason, you are liable for service-related charges for all services rendered by the Company up to the disconnect date and may be liable for prorated service charges based on the remaining term of any applicable Service Contract. In addition, you are liable for all equipment-related charges until such equipment is returned to the Company.

**Theft of Service or Willful Damage to Equipment.** Receipt of service without proper payment to the Company is a crime. You are advised that the law prohibits (a) theft or unauthorized reception of video programming; (b) assisting theft or unauthorized reception of video programming, including the manufacturing or sale of equipment intended or such unauthorized use; and (c) willful damage, alteration or destruction of equipment or facilities installed in or located on your premises or otherwise provided to you by the Company. You may be subject to both civil and criminal penalties for such prohibited conduct.

### BILLING POLICY

**Payment.** You are solely responsible for paying for all services, including charges for installation, equipment and programming or other services and all applicable local, state or federal fees, taxes and surcharges. Unless otherwise provided in the applicable written Service Contract, monthly recurring charges are billed to you in advance and non-recurring charges are

billed to you in arrears. All charges are due upon your receipt of the bill or by the date specified on the billing statement.

**Changes in Service and Charges.** From time to time the Company may change or delete programming services, upgrade or otherwise modify its operating equipment and/or increase or decrease any fees and charges for installation, equipment and programming service. Whenever possible, the Company will give all customers prior written notice of any changes in rates, programming services or channel positions in compliance with applicable law and local franchising requirements. Notwithstanding the preceding, content, programs and/or formats associated with any programming service may be discontinued, modified or changed by the owners of such services at any time without prior notice to customers.

**Late Charges and Other Charges.** The Company may impose an administrative late fee for any charges not paid in full by you on or prior to the applicable due date. If service is disconnected for nonpayment, the Company may, in addition to any outstanding balance and applicable late charges, impose a reconnect charge and/or require a security deposit before service is restored.

## **INSTALLATION POLICY**

**Ownership of Equipment.** Equipment includes all equipment and/or facilities installed in or located on your premises or otherwise provided to you by the Company, including without limitation modems, settop boxes, remote controls, adapters, converters, decoders and wiring. All equipment shall remain the sole and exclusive property of the Company, unless otherwise specified in your written Service Contract or otherwise provided by the Federal Communications Commission's inside wiring regulations.

**Damage, Loss or Theft.** You are solely responsible for the safe keeping of all equipment installed in or located on your premises or otherwise provided to you by the Company. In the event that any equipment is damaged, destroyed, lost or stolen while in your possession, you shall be liable to the Company for the full cost of repair or replacement for such equipment. Any warranties for defective equipment shall be as specified in your written Service Contract.

**Return of Equipment.** Upon disconnection of service for any reason, your right to possession of equipment shall immediately cease and terminate. You agree to return all equipment directly to the Company within seven (7) business days of the disconnect date in good operating condition, reasonable wear and tear excepted. For any unreturned equipment, you agree to pay the Company the full cost of replacement without deduction for depreciation, wear and tear or physical condition. In the event that you fail or refuse to promptly return any equipment, the Company may enter the premises where the equipment was installed or located for the purpose of discontinuing service and/or removing the equipment.

**Access to Premises.** The Company may enter into, upon and over your premises periodically to install, connect, inspect, maintain, repair or alter its service outlets or equipment. To the extent consistent with your ownership of the premises, you grant the Company a continuing easement to construct, install, maintain and/or replace all facilities and equipment as necessary for the Company to provide service. If you are not the owner of the premises for which you have requested installation of service, you represent and warrant to the Company that you have the consent of the owner as necessary for the Company to perform required installation and maintenance for service to the premises. You agree to indemnify and hold the Company

harmless from and against any and all claims arising from or through any owner of the premises and in connection with service to the premises.

## **MAINTENANCE AND REPAIR POLICY**

**Service and Repair.** The Company will undertake reasonable efforts to maintain the system in good working order and to respond to service calls in a timely manner. The Company will repair and correct damage to equipment or interruptions of service due to reasonable wear and tear or technical malfunction. Physical damage to equipment caused by your intentional or negligent misuse is your sole responsibility. The Company assumes no liability for damage to equipment due to circumstances beyond its control, including without limitation acts of God, natural disaster, fire, civil disturbance, strike or weather.

**Customer Equipment.** The Company assumes no responsibility for the operation, maintenance or repair of any customer equipment, including but not limited to televisions, VCRs, audio receivers or other devices owned or connected by you.

## **COMPLAINT POLICY**

Contact the Company. For questions or complaints regarding video programming service, including any issues or complaints related to service charges, operating equipment or quality of service, you should first call or write the Company's customer service department using the contact information listed on the monthly billing statement or at the following address and telephone number:

Kalona Cooperative Telephone Company  
510 B Avenue  
Kalona, IA 52247  
319-656-3668

The Company will make every effort to resolve any outstanding complaints or issues within ten (10) business days of its receipt of the request or complaint.

**Contact Local Franchising Authority.** If you have contacted the Company as required above and the problem is not resolved to your satisfaction, you may contact your city government. If you are otherwise unable to locate such information, contact information for your local city government may be obtained by contacting the Company.

**If you have any questions about the Company's policies as described in this notice, please contact the Company at the address and telephone number listed herein or at the address and telephone number listed on your monthly billing statement or service order. The Company will provide you with a copy of this notice at least annually and at any time upon request. The Company will notify you in advance of any significant changes to the information included herein.**