

# INTERNET SERVICE AGREEMENT AND ELECTRONIC BILL PRESENTATION AND PAYMENT TERMS AND CONDITIONS

The following terms and conditions ("Agreement") apply to your use of and access to Internet Service provided by Callabyte Technology, LLC and any website, including any website, owned or operated by Callabyte Technology, LLC or its subsidiaries, affiliates, agents, and licensors (each, a "Website"). In this Agreement, Callabyte Technology's and its subsidiaries and affiliates are collectively referred to as "Company." By using or accessing Callabyte's Internet Access Service or a Website, you agree with the terms of this Agreement.

In addition to any other agreements between you and Company (also referred to herein as "we," "us," and in the possessive, "our"), this Agreement explains the policies that govern your access to and use of the Website, including the actions that we may take, within our sole discretion, for any use that we deem unacceptable.

**If you do not wish to be bound by this Agreement, you should not access, subscribe to, or otherwise use Callabyte's Internet Access Services. Company may modify this Agreement at any time without notice to you. Modifications will be deemed effective immediately upon posting of the modified terms at [www.callabyte.com](http://www.callabyte.com).**

## A. Website Terms and Conditions

**1. Lawful Use.** You agree not to use Callabyte's Internet Access Service ("the Service") or any Website for any unlawful or abusive purpose, or in any way which interferes with the ability of Company to provide access to the Internet or a Website or to provide any other service to our customers, or in any way which damages our property or the property of others. Transmission of any material violating any federal or state law or regulation is expressly prohibited. This shall include, but is not limited to: child pornography, copyrighted material, material protected by patent, trademark, or trade secret, or any material that is obscene or threatening. You are solely responsible for all content you access or transmit via the Internet or through a Website and assume and accept all liability and risk associated with accessing or using the Service or a Website and the Internet. You agree to provide information which is: (a) accurate and not misleading, and (b) free of damaging content, including, without limitation, viruses, worms, trojan horses, or other programs that are capable of disabling, damaging, interfering, altering, intercepting, or otherwise impacting or affecting a Website or any Company systems, network, or services, or any Website users. Company will make reasonable attempts to provide uninterrupted service, but there may be instances where the Service or access to a Website is delayed, impaired or impossible (collectively, "Technical Issues"). Should you experience any Technical Issues, you are to promptly contact Company. Company will not be liable to you for any loss of information, blockages or delays affecting data, information, notifications, purchases, deliveries or any other aspect of a Website due to Technical Issues. Customer consents to system monitoring for law enforcement and other purposes by accessing and using Callabyte's Internet network. Unauthorized access to or use of Callabyte's network may subject customers to criminal prosecution and penalties.

**2. Fraudulent Use.** You must safeguard your computer system and any password or other Website-entry materials to prevent unauthorized persons from accessing your computer system and account information. You acknowledge that Company cannot verify the identity of persons using a Website under your password. Company is not responsible for the use of lost or stolen password information. Should you allow others access to your online account information, you will be responsible for all actions that such persons might take with respect to your account. If you suspect that your account has been fraudulently used or otherwise compromised, you must immediately notify us.

**3. Your Feedback.** Company values any feedback you may have about its Service and Website. However, if you send us any type of communication concerning the Service or Website or any of our products, the content of your communication will be treated as nonproprietary and non-confidential (even if marked confidential or similar denotation) and will become Company property to use, reproduce, disclose, and distribute for any purpose whatsoever, without limitation to the extent permitted by applicable law and without compensation to you.

**4. Indemnification.** You agree to indemnify, defend and hold harmless Company, its officers, directors, employees, agents, shareholders, licensors, suppliers and any third party information providers for the Service from and against all claims, demands, actions, losses, expenses, damages and costs, including reasonable attorneys' fees, that arise from: (1) any violation of this Agreement by you; (2) any violation of any rights of a third party by you; (3) any violation of applicable law; (4) information or content that you submit, post, transmit or make available through a Website; or (5) your use of the Service and Website.

**5. Website Information.** Except for the Service and information and services addressed on the Company's web site, all information and services offered on the Internet generally are offered by third parties that may not be affiliated with Company. Company may not review and may have no control over content or services provided by third parties, and does not endorse or assume responsibility for third-party content. Any links to third party information and services are provided for convenience only and your accessing or using such third party information and services is entirely at your own risk. Company makes no representations or warranties concerning any website or the information or services offered or appearing on or through these websites. Company does not review, sponsor, or endorse the operators of these websites or the information or services they provide, and Company is not responsible or liable for the conduct of these websites' operators or the information and services they may provide. You also understand that Company cannot and does not guarantee or warrant that any files available for downloading on the Internet will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to a Website for the reconstruction of any lost data.

**6. Disclaimer of Warranties and Limitation of Liability.** YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED OR ACCESSED FROM OR OTHERWISE PROVIDED THROUGH WEBSITES. ANY CONTENT OR INFORMATION ACCESSED BY OR PROVIDED TO YOU THROUGH WEBSITES IS PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." COMPANY, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT IN ANY WAY THE AVAILABILITY, ACCURACY, COMPLETENESS, CURRENTNESS, SUITABILITY, RELIABILITY, TITLE, USEFULNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE WEBSITES OR ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE WEBSITES. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK. COMPANY DOES NOT GUARANTEE THAT ITS SERVICE OR WEBSITE WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT ITS SERVICE OR WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. UNDER NO CIRCUMSTANCES WILL COMPANY, ITS AFFILIATES, ITS AGENTS OR ITS LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES FROM THE SERVICE OR WEBSITE THAT ARISE UNDER ANY CAUSE OF ACTION, INCLUDING THOSE THAT RESULT FROM YOUR USE OF THE SERVICE OR WEBSITE, ANY SERVICES OFFERED THROUGH THE WEBSITE, OR ANY TRANSACTION PERFORMED THROUGH THE WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING COMPENSATORY, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF OR DAMAGE TO PROPERTY, AND CLAIMS OF THIRD PARTIES-EVEN KNOWN BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE AGGREGATE LIABILITY OF COMPANY, ITS AGENTS, AND ITS LICENSORS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO ANY WEBSITE WILL LIMITED DIRECT DAMAGES WHICH SHALL NOT EXCEED THE PRO RATA PORTION OF THE MONTHLY CHARGES FOR THE SERVICE FOR THE TIME PERIOD DURING WHICH THE SERVICE PROVIDED PURSUANT IS INOPERATIVE, NOT TO EXCEED IN TOTAL THE CUSTOMER'S MONTHLY CHARGE FOR THE SERVICE. THE LIABILITY OF COMPANY, AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

**7. Governing Law.** This Agreement is governed by and construed under the laws of the State of Missouri, without regard to its conflict of laws principles. The circuit courts of Callaway County, Missouri, have exclusive jurisdiction over and venue of any suit that relates to this Agreement. You are responsible for ensuring that your conduct is at all times in compliance with all applicable laws, rules and regulations.

**8. Waiver and Severability; Assignment.** Failure by Company to insist upon or enforce strict performance of any provision of this Agreement will not be construed as a waiver of any provision or right. Neither the course of

conduct between the parties nor trade practice will act to modify any provision of this Agreement. Company may assign its rights and duties under these terms to any party at any time without notice to you. If any provision of this Agreement is found to be unenforceable or invalid, this Agreement's unaffected provisions will remain in effect.

**9. Privacy Policy.** Company respects the privacy of visitors to our Websites. Please review our Privacy Policy at [callabyte.com](http://callabyte.com).

## **B. Bill Presentation and Payment Terms and Conditions**

Company electronic bill presentment and payment services are an online billing information and bill payment service that may be provided by Company for certain products (the "Services"). The Services may not be available in certain areas or for certain products and services. The Services are subject to both the Website Terms and Conditions above and the following Service-specific terms and conditions. **Company may modify these Service-specific terms and conditions at any time without notice to you. Modifications will be deemed effective immediately upon posting of the modified terms at [www.callabyte.com/](http://www.callabyte.com/).**

**1. Presentation of Payment.** The electronic bill is due and payable on the first business day of the month and is past due if unpaid by the 15<sup>th</sup> or the first business day after if the 15<sup>th</sup> falls on a weekend or a holiday of each month. Electronic payments made at [www.callabyte.com](http://www.callabyte.com) are processed within 24 hours to the extent possible. If your payment is not made within these terms, Company may begin procedures to cancel all services. You will be informed of such action if required by law.

**2. Partial Payment.** Partial payments are acceptable, however they are not to be construed as acceptable payment arrangements that automatically extend service beyond the normal disconnect date. But our acceptance of late or partial payments (even those marked, "Paid in Full") and late payment charges is not a waiver of our right to collect the full amount due. If you are unable to pay a bill in full prior to the due date, please call customer service at the number located on page 1 of your Company bill.

**3. Limitation of Liability.** In addition to the limitations of liability described in the Agreement, Company has no liability if: (a) your financial institution shows that your designated account has insufficient funds or credit availability; (b) Company is prohibited by law or court order from withdrawing payment from your account; (c) your account is closed or frozen; (d) any part of the electronic funds transfer system is not working properly; or (e) there are any delays or failures in performance or any interruptions arising from any cause or circumstance beyond Company's reasonable control. Accounts credited with a payment that is subsequently returned for any reason by your financial institution, including but not limited to insufficient funds, account closed or invalid account number, are debited for the amount of the original payment and all applicable returned check charges. Your account may also be temporarily suspended immediately upon our receipt of the denial of payment or returned check and until payment is made in a cash transaction, e.g., cash, cashier's check, money order or with a valid credit card. Please call customer service at the number located on page 1 of your Company bill as soon as you are aware that this could be a problem.

**4. Questions about Bill.** If you have any questions about your bill, call Company customer service center at the telephone number printed on your Company bill. While the item(s) in question about your charges are being investigated, you do not have to pay them. But the amount not in question is still due and payable upon receipt of your bill. If you have a dispute about a charge on your bill, contact customer service at the number located on page 1 of your Company bill immediately upon receipt of your bill to ensure your dispute is recorded prior to collection action that could occur as a result of an unpaid balance.

**5. Payment Methods.** If you are eligible to receive the Services for your products and services, you may pay your bill either by (a) paying online at [www.callabyte.com](http://www.callabyte.com) using eBill and make a onetime payment with credit card or debit card, (b) enrolling in automatic bill payment available online, (c) call Company and pay with credit card or debit card by phone (d) arranging to electronically pay your bill through a bill payment service provider such as your bank or financial institution, (e) or by mailing Company a check. If you do arrange for electronic payment through another company or financial institution you will be subject to those companies' terms and conditions and you agree that Company will not be responsible or liable for any loss or damage caused or created by those companies. In the event that any amount on a third party site does not match the same amount on [www.callabyte.com](http://www.callabyte.com) or your printed bill, the [www.callabyte.com](http://www.callabyte.com) and the paper bill amount (the two

being the same) will be deemed to be the accurate amount. In the event the paper bill and the amount listed on your online bill at [www.callabyte.com](http://www.callabyte.com) do not agree, the paper bill should be considered the correct bill and should be used to determine the amount to be paid. You may elect to have Company retain your payment information, including but not limited to your billing name, address, telephone number, credit card/debit card/account numbers, expiration dates, for your convenience and use in future transactions authorized by you. You are responsible for adding, updating, maintaining, deleting and verifying the accuracy of any payment information that you ask Company to store for you. You agree that Company will not be responsible for any transactions rejected due to erroneous or outdated payment information. You also agree that Company will not be liable for any use, misuse, lost, stolen or incorrect payment information.

**6. Bill Messages.** Company may include messages developed by Company or as required by state and federal authorities in the body of the bill. It is your responsibility to view the entire bill.

**7. Options to Receive Your Bill.** Company may offer the option to receive your bill either via US postal service or view online. If you elect the option to view your bill online, you authorize Company to stop sending you paper bills via mail and understand that you may receive one more paper bill depending on your billing cycle. Please note that you will have the option to print a paper copy on your home computer or save it to a file. Each month, you will receive an email notification when your new bill is available and understand that if, for any reason, you are unable to view your bill online, you are still required to make your payment on time. Also, under these circumstances, you are responsible for obtaining a bill copy and/or account balance by calling the Company customer service at 1-573-826-2371. You also agree to provide Company with your email address for the receipt of eBill notices and agree to keep your email address updated and understand that it is your responsibility to log in and view your bill each month, even if you do not receive an eBill notice for any reason. via an Interactive Voice Response (IVR) call and you agree to pay your bill using one of these approved methods (since sending paper checks without the remittance stub may delay payment posting): Automatic Payments, Company online payments or online payments from your financial institution or bill payment service provider.

**8. Fees.** There are no additional fees charged by Company for using electronic billing. But if you pay your bill electronically through a financial institution, you are responsible for any charges you may incur from the financial institution in order to make online payments.

**9. Security.** 128-bit encryption versions of Netscape or Internet Explorer are required to use the Services. Please visit the Microsoft or Netscape websites to get more details on 128-bit encryption. There are other computer requirements necessary to view and pay your bill online, which are listed on the Website. You are responsible for obtaining the necessary encryption software. Company is not liable to you for any failure or inability to obtain necessary encryption software.

**10. Password.** You agree that the password you use to access your account will be kept confidential. If you forget your password, you may reset your password online. You understand that you have sole responsibility for the security of your password. You are solely responsible for notifying us of the loss or theft of a password. We will not be liable for any actions, claims, costs, damages, or expenses arising from a lost or stolen password.

**11. Termination of Services by Company.** Company reserves the right to terminate the Service or access to any account(s) enrolled in the Services at any time.