



Service Agreement Terms and Conditions

CITY OF GLENWOOD SPRINGS TERMS AND CONDITIONS OF USE FOR BROADBAND
INTERNET ACCESS AND/OR DIGITAL VOICE.

Summary

Thank you for choosing Community broadband Network (CBN) to provide you with Fiber Internet Access, and/or Digital Voice (collectively the “Service” or “Services”). In simple terms, you will be utilizing the Service(s) of CBN under the following terms and conditions, which also include compliance with all laws; acknowledgement of our acceptable use, privacy and security policies; acceptance of payment terms and receipt/utilization of service and equipment under CBN technical specifications.

Full details of the Terms & Conditions of this Service Agreement, are set forth below. PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. IF YOU USE OR OTHERWISE INDICATE YOUR ACCEPTANCE OF THE SERVICE(S), YOU HAVE ACCEPTED THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE NOTIFY US IMMEDIATELY AND WE WILL CANCEL YOUR ORDER OR SERVICE(S) SUBJECT TO APPLICABLE CANCELLATION TERMS AND/OR FEES.

1. SERVICES PROVIDED TO CUSTOMER

1.1 Subject to the terms and conditions as stated herein, the City of Glenwood Springs, through its CBN enterprise, as a non-common carrier, hereby provides Fiber Internet Access and/or Digital Voice (collectively the “Service” or “Services”) to you and all persons who use the Service(s) with your permission (“Customer”). Customer agrees to be bound by all the terms and conditions contained herein and in the Customer Acknowledgement & Authorization.

1.2 The Service shall be provided to Customer by CBN in accordance with CBN’s technical specifications.

1.3 In some instances, CBN may use a temporary drop connection to provide service to Customer. Customer agrees to the use of a temporary connection and approves CBN or its contractor to place a temporary fiber cable drop at ground level across his or her property. Customer understands that he or she is solely responsible for his or her own safety, health, and welfare until such time as the fiber cable drop may be buried underground, and it is solely Customer’s responsibility to assess and avoid any clear or hidden dangers and to avoid actions that could prove potentially hazardous or dangerous to those who access the property. Customer understands that a return trip(s) will be necessary to remove the

ground level temporary fiber cable drop and install a permanent underground fiber cable drop and further understands that there will be a temporary loss of service during this process.

1.4 CBN will use its best efforts to deliver the Service on the installation appointment date. In no event shall CBN be liable for any failure to deliver the Broadband Service on the original appointment date.

1.5 Customers operating as commercial entities shall be responsible for obtaining the facilities necessary to connect to the Service. Customer shall connect to the Broadband Service at the designated network demarcation, which shall be one or more ports on the CBN -provided Optical Network Terminal, unless otherwise agreed by CBN in advance of the installation of Service. The installation of facilities up to the designated network demarcation shall be made by CBN or a third party on behalf of CBN.

1.6 Upon reasonable notice thereof and without any notice in the event of an emergency, nothing in these Terms and Conditions shall prevent CBN or any CBN contracted third party from taking such actions as are necessary to repair and maintain the facilities by which the Service is provided hereunder but in either event, CBN shall not incur any liability as a result thereof even though, for example, the actions may render the Service unusable for a period of time. Notwithstanding the foregoing, and except for emergencies, CBN shall attempt to perform routine repair and maintenance at such times that will have minimum disruptive impact on the continuity or performance of the Service.

1.7 If CBN determines that the reason for repair and maintenance is due to Customer-provided facilities or Customer's actions or omissions, or the facilities, acts or omissions of any party with whom Customer has a relationship, such as a Customer of Customer, Customer shall compensate CBN for the reasonable costs and expenses thereof.

1.8 The point of demarcation for each of the voice and Internet services shall be the respective customer-facing port on the ONT, typically one or more RJ11 and RJ45-type jacks. The Customer is solely responsible for installing and maintaining any and all wiring, equipment, wireless routers, streaming devices and associated software/firmware beyond the point of demarcation. To manage channel congestion within the premises, CBN does not recommend using more than two wireless access points with the service.

1.9 CBN offers broadband internet access service options, each of which has a specific service capability speed range. The term "speed" is commonly used as a shorthand way to describe the capacity at which a particular broadband internet access service can transmit data. This capacity is typically measured in the number of kilobits, megabits, or gigabits that can be transmitted in one second (Kbps, Mbps, or Gbps). Some applications like a short email without attachments or basic Web browsing do not require high service capability speeds to function optimally, while other activities like transferring large data files can be performed faster with higher-speed services.

The current broadband internet access speed tiers CBN offers identify the "Expected Speeds" of the downstream and upstream rates at which your "Connection" transfers internet access data between the network interface device at your home, business, office, or apartment building to the point you connect to the CBN network. Because many different factors can affect the performance of broadband internet access service delivered to a particular location or individual, CBN does not guarantee specific performance levels for broadband internet access services. Instead, CBN manages its network to provide overall median performance consistent with the Expected Speeds.

Because service performance varies on an end-to-end basis, the service capability speeds of CBN are limited to, and measured between, the equipment utilized to provision your Internet Service at the fixed address or location you identified when ordering the Internet Service and a point on the CBN network, sometimes referred to as the "Connection" or your "internet connection." The Connection constitutes only one segment of the end-to-end transmission path connecting the end user to Internet Web sites or content providers.

Because there are many factors which may impact the speed experienced by any particular internet user at any particular time, the "Expected Speed" represents an anticipated, theoretical speed of the Connection, based on network design and engineering, measured over time. At any moment in time, a particular observed speed will vary from the Expected Speed. However, CBN manages its network toward an overall median speed consistent with the Expected Speed.

Unless otherwise expressly agreed to the contrary, CBN makes no warranty with regard to the technology used to provision any particular internet service. Notwithstanding any description that may be furnished for a particular internet service, CBN reserves the right, in its sole and absolute discretion, to make changes to the technology used to provision all or any portion of any internet service. So long as the essential functionality of the internet service from a user perspective is not negatively impacted in a material way by any change in technology, CBN has no obligation to notify you of any changes in technology and changes in technology will not affect your rights or obligations with respect to the internet service you have purchased.

For any particular internet service, the technology utilized to provision different portions of the Service may vary significantly. In those circumstance, and unless otherwise expressly agreed to the contrary, CBN shall only be responsible for the technology utilized to provision the Connection. CBN has no control over, and makes no warranties with respect to, the technology within the premises to which the internet service is provisioned (e.g. the inside wiring, local Wi-Fi, home network and/or local access network). CBN further has no control over and makes no warranties with respect to the technology utilized by content providers for purposes of operating the servers which an end user must access in order to receive access to the content.

In addition to issues presented by the various technologies over which an internet access may operate on an end-to-end basis, end-to-end performance of your internet service will also depend on a variety of other factors, including (but not limited to): the number of subscribers simultaneously using the network; specific characteristics of the location from which you are accessing the internet; specific characteristics of your intended destination on the internet; overall traffic on the Internet; Wi-Fi connectivity; interference with high frequency spectrum on your telephone line; wiring inside your premises, office or apartment complex; the capacity or performance of your network devices, routers, gateways or modems; the servers with which you must communicate with in order to reach your intended destination and/or access the content you are trying to access; internal and external network management factors (including Overhead, which refers to the various control and signaling data required to achieve the reliable transmission of Internet access data); and, the networks you and others are using when communicating. In addition, your use of other Service(s) that may share the capacity of your broadband connection with the internet service may impact the amount of capacity available for your use of the internet service at that particular time and thus affect the performance of the Service(s). Consequently, CBN does not guarantee the performance of your service on an end- to-end basis. This is also why third-party speed tests which include other portions of the overall internet connection beyond the Connection itself may yield results which are outside the expected speed range for your particular

service plan. CBN expressly disclaims any warranty with respect to the outcome of these third-party speed tests.

The term "download" generally refers to the process of a user utilizing their local device or computer to access information stored on a remote device, computer or server connected to the internet and includes activities ranging from "surfing" the internet, to downloading a file to streaming video. The term "upload" generally refers to the process of a user sending information from their device or computer to a remote device, computer or server connected to the internet. Unless otherwise specified, references to the "speed" of an Internet Service will solely be with respect to the download speed of that Service. Similarly, unless otherwise specified, CBN makes no guarantee that the upload speed of a particular Internet Service will be the same as the download speed, either in terms of the applicable speed range or in terms of actual performance at any given moment. In fact, many Internet Services have expected upload speeds which are lower than the comparable expected download speeds. As a result, and as a result of the many other factors that might affect speed at any given moment, the actual upload and download speed of any Internet Service will vary greatly from time to time and day to day.

1.11 CBN shall own and maintain a) the wiring external to the premises with the Service(s), b) the Optical Network Terminal and any other equipment necessary to provide the Service(s) whether placed internal or external to the premises, and c) in some cases CBN may own the internal wiring in commercial and MDU properties, depending on the agreement with the customer. Other than the equipment and/or software provided to you by CBN for use with the Service (collectively, the " CBN Equipment"), you must provide all equipment, devices, and software necessary to receive the Service(s). Any equipment or software that was not provided to you by CBN, including batteries, is not the responsibility of CBN and CBN will not provide support for, or be responsible for ongoing maintenance of such equipment. Regardless of whether the equipment used to access your Service(s) (modem, gateway, or otherwise) is owned by you or CBN, CBN reserves the right to manage such equipment for the duration of your Service and retains exclusive rights to data generated by the equipment. Neither you nor a third party may change, interfere with, or block access to equipment, the data or settings while you continue to receive the Service(s).

Any CBN Equipment, including modems, routers, antennas or gateways, will be either a new or a fully inspected and tested refurbished unit. CBN will repair or replace damaged CBN Equipment as CBN deems necessary and may charge you a fee for repair or replacement of the equipment. You understand that repair or replacement of equipment may delete stored content, reset personal settings, or otherwise alter the functionality of such equipment. You will be responsible for payment of service charges for visits by CBN or its subcontractors to your premises when a service request results from causes not attributable to CBN or its subcontractors, including, but not limited to, when you are unwilling to complete troubleshooting steps requested by CBN. If you own the equipment or if the equipment is damaged due to your intentional acts or negligence as determined by CBN, you will be responsible for the price of repair or replacement.

If the CBN Equipment was damaged due to your intentional acts, negligence, or use inconsistent with this Agreement, as determined by CBN, you will be responsible for the price of repair or replacement. Any tampering with the CBN Equipment, including, for example, opening and attempting to modify the Equipment, or attempting to connect the equipment to other hardware, will be treated as damage due to your intentional acts or negligence. You agree that you will use the equipment only for its intended use, and not for any other purpose (such as on another provider's network). You agree to

use appropriate and reasonable care in using any and all CBN Equipment. Tampering with the CBN Equipment, or attempting to connect the Equipment to other hardware, will be treated as damage due to your intentional acts or negligence.

The CBN Equipment may require electrical power from your premises to operate, which you are responsible for providing. CBN may but is not required to provide a battery backup for the Equipment. Any backup battery solution is your responsibility. If a battery backup is not provided by CBN, you may choose to purchase battery backup for your CBN Equipment from third party manufacturers or retailers. You also agree to be solely responsible for determining when backup batteries for any CBN Equipment require replacement and for replacing and recycling used batteries. You agree to read and follow all manufacturer or vendor directions for the replacement and recycling of backup batteries.

Note that CBN Equipment without battery backup will not function in the event of a loss of customer-supplied power. This will disrupt your internet service as well as any additional services that use the CBN Connection for transport (e.g. Voice over IP including e911) or require an internet connection to operate properly. CBN will have no liability for loss of any service(s), whether provisioned by CBN or a third party, in the event of interruption of customer-supplied power, with or without battery backup present in the CBN equipment.

You agree to notify CBN immediately, in writing or by calling the CBN customer support line, if the CBN Equipment is stolen or if you become aware at any time that Services are being stolen or fraudulently used. When you call or write, you must provide a detailed description of the circumstances of the theft, including documentation of theft or fraudulent use of the CBN Equipment or Service(s) (such as a copy of a police report). You will be responsible for all charges incurred until you report the theft or fraudulent use. You will also be responsible for stolen CBN Equipment not owned by you; however, CBN may in its sole discretion waive or reduce charges upon submission of documentation of theft or other circumstances. Failure to provide notice to CBN of theft in a timely manner may result in the termination of your Service(s) and additional charges to you. Unless notified otherwise by CBN, after you report the theft or fraudulent use of the Services, you will remain responsible for paying your monthly fees for Services not stolen or fraudulently used.

Except as otherwise provided, CBN Equipment must be returned to CBN undamaged, within twenty-one (21) calendar days after your Service(s) are terminated for any reason. If equipment is not returned within twenty-one (21) calendar days, or is returned damaged, you will be charged a Non-Return Equipment Fee. We may retain any advance payment or deposit, or portion thereof that previously had not been refunded, if you fail to return the CBN Equipment within this time period. If all CBN Equipment is returned within six (6) months of termination, any fees charged for such CBN Equipment will be refunded (other than fees for damages). No refunds will be made for CBN Equipment returned more than six (6) months after termination. This Paragraph also applies if your existing equipment is replaced or upgraded for any reason.

1.12 Software or applications may be required to use certain features of the Service(s). You agree to comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed or used in connection with the Service(s), as these agreements may be amended from time to time. All such agreements are incorporated in this Agreement by reference. When this Agreement terminates, all end user licenses also terminate and you agree to destroy all versions and copies of all software received by you in connection with the Service(s). The Service(s) and

CBN Equipment, including, but not limited to, any firmware or software embedded in the Equipment or used to provide the Service(s), are protected by trademark, copyright, patent and/or other intellectual property laws and international treaty provisions. You are granted a revocable license to use such firmware and software in object code form (without making any modification thereto) strictly in accordance with this Agreement. You acknowledge and understand that you are not granted any other license to use the firmware or software embedded in the Equipment or used to provide the Service(s). You shall not take any action nor allow anyone else to take any action that will reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code from the binary code of the firmware or software.

1.13 The Service(s) may permit access to products, services, websites, advertisements, and content from advertisers, publishers, vendors and other third parties ("Third Parties"). Your use of such Third-Party content and services may be subject to additional terms of use set by the Third Parties. YOUR USE OF THIRD-PARTY CONTENT AND SERVICES IS AT YOUR SOLE RISK AND DISCRETION. CBN does not investigate, monitor, represent, endorse or publish the Third-Party content or services. Furthermore, Glenwood Springs Broadband does not represent or endorse the accuracy or reliability of any opinion, statement or other information provided by any Third Party, or represent or warrant that your use of any Third Party content or services will not infringe the rights of other parties. CBN and reserves the right to restrict or deny access to any Third-Party content and services otherwise accessible through the Service(s). CBN shall have no liability to you arising out of or in connection with your access to and use (or misuse) of the Third-Party content and services.

1.14 Connection to the Internet Creates Insecurity. Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Although we reserve the right to manage any equipment used to access any Internet Service, you are solely responsible for all security measures over your network, including any IW, local area network(s) and/or Wi-Fi Equipment. That includes, but is not limited to, access to authorization codes or passwords, as well as any encryption you deem necessary or required. CBN may provide you with tools or software to assist you in managing one or more aspects of your network, but you remain solely responsible for all aspects of your network, including any activity by children or other guests that you may allow (either intentionally or unintentionally, through lack of adequate security measures) to access your Internet Services via your network and/or Wi-Fi. For that reason, we recommend that you take all necessary measures to ensure adequate network security, including but not limited to using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software. In addition, you agree to closely monitor use of your Internet Services and your network by anyone accessing your network, especially children.

1.15 You, and not CBN are entirely responsible for all content that you upload, download, post, email, transmit or otherwise make available by use of the Service(s). In addition, you are responsible for management of your information, including but not limited to back-up and restoration of data, erasing data from disk space you control, and changing data on or settings for your modem and/or router. CBN is not responsible for the loss of your data or for the back-up or restoration of your data regardless of whether this data is maintained on our servers or your computer server.

1.16 Your account password or passcode (as applicable) must be provided to engage in most online or telephonically enabled account management functions. You agree to immediately notify us if your password or passcode has been compromised and/or you wish to remove an authorized user from your account; in the absence of such notification, you are responsible for activities on your account, including by persons listed as authorized users.

1.17 The Service(s) are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Service(s) could lead to severe injury to business, persons, property, or environment (“High Risk Activities”). These High-Risk Activities may include, without limitation, vital business, or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities CBN shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Service(s), directly or indirectly caused by, or proximately resulting from, any circumstances beyond our immediate control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the Premises; failure of any signal at the transmitter; failure of a communications satellite; loss of use of poles, or other utility facilities; labor disputes; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, weather conditions, or other acts of God; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the Service(s). In all other cases of an interruption of the Service(s), you shall be entitled upon a request made within 120 days of such interruption, to a pro rata credit for any Service(s) interruption exceeding twenty-four consecutive hours after such interruption is reported to us, or such other period of time as may be specifically provided by law. Unless specifically provided by law, such credit shall not exceed the fixed monthly charges for the month of such Service(s) and excludes all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE(S). Any additional credits, if any, provided by us are at our sole discretion and in no event shall constitute or be construed as a course of conduct by us.

2. DIGITAL VOICE DISCLAIMER AND LIMITATION OF LIABILITY

2.1 Customer acknowledges reading, understanding, and accepting the limitations of CBN’s Digital Voice Service relative to emergency services and E911 dialing as described in the Digital Voice Disclaimer and Limitation of Liability, viewable [here](#).

2.2 CBN will supply one (1) battery to Digital Voice Customers when service is installed, for use as a reserve power supply in the event of an electrical outage.

3. COMPENSATION AND PAYMENTS

3.1 In consideration of the Service(s) provided by CBN to Customer, in addition to the connection costs referred to in Section 1.5 above, Customer agrees to pay to CBN the fees set forth on the CBN Rate Card ("Fees"), plus local, state and federal taxes or other fees including regulatory charges, if any, for the Service(s), plus any fees assessed as a result of this Agreement under any state or federal universal service fund, such as the Universal Service Fund set forth in Section 254 of the Telecommunications Act of 1996. The City of Glenwood Springs may amend these Fees at any time upon notice to *the Customer*. The current schedule of CBN rates and charges can be viewed [here](#) for Residential Service, and [here](#) for Commercial Service.

3.2 Customer's obligation to pay the Fees shall commence upon Delivery, which is the date the service is available for use by Customer. The Fees for any period of time under this Agreement that is less than a calendar month shall be prorated based on the actual days of such month.

3.3 Except as otherwise provided in this Agreement, Customer shall pay the Fees subject to the City of Glenwood Springs's payment policy for utility services, which is incorporated as if fully set forth herein and can be viewed at <http://www.cogs.us/263/Pay>. CBN retains the right to suspend or terminate service – and assess additional fees – should you become delinquent in payment. We do not anticipate that you will fail to pay on a timely basis, and we do not extend credit to customers. Any fees, charges, and assessments due to late payment or nonpayment are liquidated damages intended to be a reasonable estimate of our costs resulting from late payments and non-payments. These costs will be difficult to calculate or to predict when we set such fees, charges, and assessments, because we cannot know in advance: (a) whether you will pay on a timely basis, if ever; (b) if you do pay late, when you will actually pay; and (c) what costs we will incur because of your late payment or non-payment. If you fail to pay the full amount due for any or all charges then we, at our sole discretion in accordance with and subject to applicable law, may suspend or disconnect any or all the Service(s) you receive without a reduction in the fee or charges for the Service(s).

3.4 If you pay a flat monthly fee for your Digital Voice calling plan, that fee may not cover certain types of calls. You will be billed for these excluded call types on a per-call basis (e.g., operator services) or a measured basis (e.g., international calls). If your usage charges for Digital Voice exceed typical residential usage charges, we may: (i) require you to make advance payments for Digital Voice, which we may offset against any unpaid balance on your account; (ii) establish a credit limit for usage charges for Digital Voice and/or features; and/or (iii) restrict Digital Voice or features. If you exceed your credit limit, we reserve the right to suspend Digital Voice and require payment for usage charges assessed to your account.

3.5 Monthly recurring charges and one-time non-recurring fees shall be due in full before or on the applicable service commencement date, with recurring charges billed in advance of the monthly term on an ongoing basis. This includes but is not limited to any, and all extraordinary costs or administrative fees incurred by CBN. Including those costs that are associated with, or in reliance of, any changes or delays by the Customer (or Customer's representatives or third-party contractors).

3.6 Cancellation fees. If Customer does not keep their service for at least 30 days after exterior and/or interior install takes place, CBN reserves the right to recover from Customer all costs associated with the

cancellation. These costs include, but are not limited to, the number porting fee, off-net circuit contracts and penalties, Customer-specific hardware, survey and permit fees, internal and external installation costs, expedite fees, and a minimum of one month of monthly recurring service fees.

3.7 Early termination fees. Customer shall pay an early termination fee if service is terminated prior to the end of any term package the Customer has subscribed to. The charge will include the full amount of the monthly recurring service fee for the terminated service, multiplied by the remaining months of the term.

3.8 If you receive Service(s) under a promotion, after the promotional period ends, regular charges for the Service(s) will apply. You should consult our rate card for standard/regular charges. We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to outstanding charges in amounts and in the order, we determine in our sole discretion.

3.9 You may incur charges with third-party service providers such as for accessing on-line services, calling parties who charge for their telephone-based services, or purchasing or subscribing to other offerings via the Internet that are separate and apart from the amounts charged by us. You are solely responsible for all such charges payable to third parties, including all applicable taxes.

3.10 Use of any credit card to pay for the Service(s) is governed by the applicable card issuer agreement. If we do not receive payment from your credit card issuer or its agents, you agree to pay all amounts due upon demand. If you pay by check, you authorize us to collect your check electronically. You agree that you may not amend or modify this Agreement with any restrictive endorsements (such as "paid in full"), or other statements or releases on or accompanying checks or other payments accepted by us and any such notations shall have no legal effect.

3.11 If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorneys' fees, and arbitration or court costs. If you change your telephone number or other contact information without notifying us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by us or our collection agent as a result of any attempt to collect any debt through the telephone number or contact information you provided, including any costs or liabilities associated with misdirected calls.

3.12 If you resume Service(s) after any suspension as described, we may require you to pay additional installation or activation fees. These fees are in addition to all past due charges and other fees. Reconnection of the Service(s) is subject to our credit policies, this Agreement and applicable law.

3.13. YOU AUTHORIZE US TO MAKE INQUIRIES AND TO RECEIVE INFORMATION ABOUT YOUR CREDIT EXPERIENCE FROM OTHERS, TO ENTER THIS INFORMATION IN YOUR FILE, AND TO DISCLOSE THIS INFORMATION TO APPROPRIATE THIRD PARTIES FOR REASONABLE BUSINESS PURPOSES. We will not discriminate in the application of our credit inquiries and deposit policy on the basis of race, color, sex, creed, religion, nationality, sexual orientation, or marital status. Any risk assessments conducted by either us or by third party credit bureaus will be done in conformance with all applicable laws. We reserve the right to make credit inquiries even after having received a deposit from you with respect to our Services(s).

3.14 Subject to applicable law, if you intend to dispute a charge or request a billing credit, you must contact us within 120 days of the date on the bill or you waive any such disputes or credits.

4. SERVICE USAGE RESTRICTIONS AND COOPERATION

4.1 Customer shall take no action, knowingly or unknowingly, that constitutes a prohibited use. Prohibited uses and activities include, but are not limited to, using the Service(s), Customer Equipment, or the CBN Equipment, either individually or in combination with one another, to:

(a) interfere in any way with, impair, or adversely affect the facilities used by CBN to provide the Service(s);

(b) expose CBN or such facilities to any claim, lien, encumbrance or legal process;

(c) violate these Terms and Conditions or any law, rule or regulation, including, but not limited to, any transmission Customer intentionally or knowingly sends or the content thereof that violates any copyright or export control laws, or that is libelous, slanderous or an invasion of privacy;

(d) resell, repackage, or share the Service, either through a wired or wireless connection to any party outside the Customer premises, unless prior written authorization has been provided by CBN. For purposes of this restriction the Customer premises shall be defined as the Customer home or housing unit (e.g. apartment) for residential Customers, and for commercial Customers, the commercial space being occupied and used solely by the commercial entity subscribing to the service. For the avoidance of doubt, a commercial Customer may not share or resell the service with or to other commercial entities within the same commercial premises, nor extend the Service beyond the Customer premises;

(e) use the Service for operation as an Internet service provider. This limitation does not prohibit Customer from offering internet service on a temporary basis to a transient public guest so long as there is no additional fee charged to that user for this service.

(f) connect the CBN Equipment to any computer outside of Customer premises;

(g) impede others' ability to use, send, or retrieve information;

(h) restrict, inhibit, interfere with, or otherwise disrupt or cause performance degradation, regardless of intent, purpose or knowledge, to the Service or any CBN (or CBN supplier) host, server, backbone network, node or service, or otherwise cause a performance degradation to any CBN (or CBN supplier) facilities used to deliver the Service;

(i) restrict, inhibit, or otherwise interfere, regardless of intent, purpose or knowledge, with the ability of any other person to use or enjoy the Service (except for tools for safety and security functions such as parental controls, for example), including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature;

(j) interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abusing operator privileges, and attempts to "crash" a host;

(k) access and use the Service with anything other than a dynamic Internet Protocol (“IP”) address that adheres to the dynamic host configuration protocol (“DHCP”), with the exception of commercial customers that are specifically leasing static IP addresses from Glenwood Springs Broadband Customer may not configure the Service or any related equipment to access or use a static IP address or use any protocol other than DHCP unless Customer is subject to a Service plan that expressly permits Customer to do so;

(l) use the Service(s) to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others;

(m) use the Service(s) to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. CBN will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers;

(n) use the Service(s) in violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services;

(o) impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature, or perform any other similar fraudulent activity (for example, “phishing”);

(p) access any other person's computer or computer system, network, software, or data without his or her knowledge and consent; breach the security of another user or system; or attempt to circumvent the user authentication or security of any host, network, or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorized to access, or probing the security of other hosts, networks, or accounts without express permission to do so;

(q) use or distribute tools or devices designed or used for compromising security or whose use is otherwise unauthorized, such as password guessing programs, decoders, password gatherers, keystroke loggers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Unauthorized port scanning is strictly prohibited; and

(r) distribute programs that make unauthorized changes to software (cracks).

Customer shall promptly notify CBN of any event that would be reasonably likely to give rise to any such interference, impairment, affect, exposure, reselling, or service usage violation.

CBN respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA") and other applicable laws, we may terminate your Service(s) at any time with or without notice to you in appropriate circumstances if you become a repeat copyright infringer.

4.2 The CBN Digital Voice Service is engineered to process and deliver traffic profiles and utilization levels of our typical customers’ calling patterns (hereafter also referred to as “normal” use) for both the residential and commercial classes of service. For both residential and commercial customers, “Typical” refers to the calling patterns of at least 95% of our customers on a particular calling plan. Normal

residential traffic profiles and utilization do not include business line or trunk class of service levels that may arise from business, multiple or extended family, community or fraudulent use. "Unlimited" does not refer to those types and levels of usage, nor does "Unlimited" refer to non-typical calling patterns generating excessive voice traffic. Telephone utilization that is indicative of, or arising from, impermissible business, multiple family, community or fraudulent use, as outlined herein, on a residential class of service line may create network congestion that will manifest itself in increased busy signals for themselves and others. Similarly, unlimited business service plans and features are for normal business use. Normal, reasonable use on unlimited business plans must be in accordance with these Terms and Conditions and consistent with the types and levels of usage by typical customers on the same business calling plan. Unauthorized or excessive use beyond that normally experienced by typical business customers may create network congestion that will manifest itself in increased busy signals for themselves and others, and may result in service termination. Specific examples of impermissible use include:

- (a) by or for others who do not live with you,
- (b) operating a business using a residential line, even if operating from the residence,
- (c) operating any other enterprise on a residential line, including not-for-profit or governmental,
- (d) operating a call center,
- (e) resale to others,
- (f) auto-dialing or fax/voice blasts,
- (g) telemarketing,
- (h) operating or connecting to multi-party conference calling,
- (i) operating or connecting to multi-party "chat" lines (e.g. 976 or 900 plans),
- (j) engaging in activities that generate minutes that result in revenue-sharing by customer,
- (k) traffic without live dialog, including use as a monitor, intercom or for transcription purposes

A customer's aggregate long distance usage may be considered outside of normal use if it exceeds 2,000 minutes per month on a residential plan and 3,000 minutes per month on a commercial plan IN COMBINATION with one or more of the following, including, but not limited to, excessive:

- (a) unique numbers called;
- (b) call lengths;
- (c) call forwarding/transferring;
- (d) conference calling;
- (e) short duration calls;
- (f) number of calls made during a month,
- (g) number of calls made to a conference calling service during a month;
- (h) number of calls made during business hours;
- (i) number of calls terminated and re-initiated consecutively, which, in the aggregate, result in excessive call lengths during a specific time frame; or
- (j) other abnormal calling patterns indicative of an attempt to evade enforcement of this policy.

4.3 If CBN reasonably determines that Customer is using the Service(s) in violation of Sections 4.1 and 4.2 above, CBN may immediately terminate the Service(s). Customer accepts liability for any damages resulting from Customer failure to comply with Sections 4.1 and 4.2 service usage restrictions. CBN has no obligation to monitor the services, but may do so and disclose information regarding the use of the

services for any reason if the CBN, in its sole discretion, believes that it is reasonable to do so, including to satisfy laws, regulations, or other governmental or legal requirements or requests, to operate the services properly, or to protect itself and its subscribers.

4.4 Customer and CBN each agree to cooperate with and support each other in complying with any requirements applicable to their respective rights and obligations hereunder imposed by any governmental or quasi-governmental authority. There are times when CBN may be required by law to disclose information about you to third parties. For example, the Communications Assistance for Law Enforcement Act ("CALEA") may require such disclosure to law enforcement. These disclosures may be made with or without your consent, and with or without notice, in compliance with the terms of valid legal process such as a subpoena, court order, or search warrant. CBN may be required to disclose information that personally identifies you to a governmental entity in response to a subpoena, court order, or search warrant, depending on the type of information sought. We are usually prohibited from notifying you of any such disclosures by the terms of the legal process. By using the Service(s), you hereby agree and consent to CBN's right to monitor and otherwise disclose the nature and content of your communications if and as required by law, including but not limited to CALEA, without any further notice to you. We may also seek your consent to disclose information in response to a governmental entity's request when that governmental entity has not provided the required subpoena, court order, or search warrant. A non-governmental entity, such as a civil litigant, can seek information that personally identifies you or your use of the services only pursuant to a court order and we are required by the Cable Act to notify you of such court order. If CBN is required to disclose information that personally identifies you to a private third party in response to a civil court order, we will notify you prior to making such disclosure unless legally prohibited from doing so. We may also disclose information that personally identifies you as permitted by law and without your consent when it is necessary to protect our customers, employees, or property; in emergency situations; or to enforce our rights under our terms of service and policies.

4.5 CBN Digital Voice Service will not accept 976 nor 900 prefix or any such call types in which charges are placed on an end-users bill and where CBN might be expected to act as a collection agent. Use of CBN Digital Voice Service to support predictive dialers for more than five percent (5%) of all calls made is prohibited without CBN's written consent.

4.6 Under federal law, Customer has the right to confidentiality, and the City of Glenwood Springs has a duty to protect and keep confidential information about the amount, type, and destination of Customer's Digital Voice Service usage (CPNI). Customer's personal and usage information is not public and will not be released pursuant to the terms set forth in the Privacy Policy in Section 5 below.

4.7 You acknowledge that you are accepting this Agreement on behalf of all persons who use the Service(s) under your account and that you shall have sole responsibility for ensuring that all other users understand and comply with the terms and conditions of this Agreement and any applicable policies including, but not limited to, these acceptable use policies. You are liable for all authorized and unauthorized use of the Service(s), and you agree to notify us immediately if the Service(s) are used without your authorization. If you fail to notify us in a timely manner, the Service(s) may be terminated without notice and you may incur additional charges. YOU AGREE THAT WE MAY MODIFY THE ACCEPTABLE USE POLICIES FROM TIME TO TIME WITH OR WITHOUT NOTICE, BY POSTING A NEW VERSION OF THE POLICIES ON THE CITY'S WEB SITE. YOU AND OTHER USERS OF THE SERVICE(S) SHOULD CONSULT THE POLICIES REGULARLY TO CONFORM TO THE MOST RECENT VERSION. WE RESERVE THE

RIGHT TO LIMIT OR BLOCK ANY SERVICE USAGE AS WE DEEM NECESSARY TO PREVENT HARM TO OUR NETWORK, FRAUD, OR OTHER ABUSE OF THE SERVICE(S).

5. PRIVACY POLICY

At CBN we value the trust our customers place in us, and we honor that trust through our commitment to protect your privacy. We know our customers care about how and when we collect, use, maintain, and share information about them and the procedures we have in place to protect their information.

5.1 Types of Information Collected

(a) Information You Provide To Us

We collect the information that you provide to us when you create an account with us, when you use online account tools, when you call or email us or otherwise communicate with us. This information includes

- Name
- Business entity name (if a commercial account)
- Contact information (such as billing address, service address, email address, phone numbers)
- Payment information (such as credit card or bank account information)
- Credit application information (such as social security number, driver's license number, or other government issued identifier)
- Account access authentication information (such as password, security question answers)
- Information on custom settings or preferences
- Customer communications and other communications records (such as records of calls with customer service representatives)

(b) Information Collected When You Use the Services

- Account number
- Billing, payment, and deposit history
- Maintenance information
- The types of service you subscribe to
- The device identifiers and network addresses of equipment used with your account
- Records indicating the number and types of devices connected to our network
- Technical information about your service-related devices, including customization settings and preferences
- Network traffic data

- Information about your use of the services and their features, including internet or online information such as web addresses and other activity data to render internet service

(c) Information Provided by Third Parties

We also obtain data and information about you from third parties. For example, when you request new or additional services from us, we may obtain credit information from credit reporting agencies. Additionally, if you rent your residence, we may have a record of whether landlord permission was required prior to installing our services as well as your landlord's name and address.

5.2 How the Information Collected is Used

The information we collect is used to provide and improve services and our network. This information is also used to communicate with you and create measurement and analytics reports. We use information that identifies you personally when authenticating your account or when communicating with you. We also use information that is de-identified (i.e., cannot be connected back to you personally) or aggregated (i.e., data that is grouped together and not tied to any specific individual). We also use the information we collect to deliver and personalize our communications with you. For example, we may use the contact information you provide to inform you of Service updates or the status of a service request or outages, to invite you to participate in a survey, to collect amounts you owe, or in connection with other activities related to the Service(s). We will provide you with service-related announcements, such as a pricing change, a change in operating policies, a service appointment, or new features of one or more of the Service(s) you receive from us through emails, texts, calls, CBN provided equipment, and other communications methods.

To Provide and Improve the Services

We use the information we collect to conduct business related activities related to providing you with the services. These uses include:

- Establishing your account
- Measuring credit and payment risk
- Billing and invoicing
- Authenticating access to your account
- Account administration
- Service delivery
- Maintenance and operations, including management of the network and devices supporting our service and our systems
- Technical support
- Hardware and software upgrades for devices and systems
- Understanding the use of our services
- Improving our services
- Identifying new products and services
- Communicating with you
- Marketing and advertising

- Detecting the unauthorized reception, use, or abuse of the services and to protect our customers from fraudulent, abusive, or unlawful use of, or subscription to, the services
- Analyzing customer usage data, such as the amount of bandwidth that is being used, the peak times of usage, or the types of services that are being used
- collecting fees and charges
- protecting our rights, our personnel, and our property
- complying with applicable law

5.3 How Your Information is Protected

We follow industry-standard practices to secure the information we collect to prevent the unauthorized access, use, or disclosure of information about our customers. These security practices include technical, administrative, and physical safeguards. Although we take the responsibility of safeguarding your information seriously, we cannot guarantee that these practices will prevent every unauthorized attempt to access, use, or disclose your information.

5.4 How Long Your Information is Retained

CBN maintains information that personally identifies you in our regular business records while you subscribe to one or more of our services. We also maintain service information for a minimum of three years after you no longer subscribe to a service in order to comply with the City of Glenwood Springs's state-approved record retention schedule in accordance with OAR Chapter 166, Division 200. After the retention period, we will destroy, de-identify, or anonymize the information according to our internal policies and procedures.

5.5 Sharing and Disclosures of Information

(a) In order to provide and support the services, we sometimes use other providers to undertake that work on our behalf to:

- Process payment transactions
- Carry out fraud and credit checks
- Run surveys
- Collect fees and charges
- Provide customer service, marketing, infrastructure, and information technology services
- Perform auditing and accounting
- Provide professional advice and consulting
- Assist with maintenance and operations
- Assist with security incident verification and response and fraud prevention.

When we use another organization, we still control your personal information, and we have strict controls in place to make sure it's properly protected. For example, we require these service providers to treat the information we share with them as confidential and to use it only for the purpose of providing the services for which they have been engaged.

(b) Voice Service Disclosures

If you subscribe to our voice service, we may disclose information about you to others in connection with features and services such as Caller ID, 911/E911, and directory services as follows

- We may transmit your name and/or telephone number to be displayed on a Caller ID device unless you have elected to block such information. Please note that Caller ID blocking may not prevent the display of your name and/or telephone number when you dial certain business or emergency numbers, 911, 900 numbers, or toll-free 800 numbers and similar numbers.
- We may provide your name, address, and telephone number to public safety authorities and their vendors for inclusion in E911 databases and records
- We may publish and distribute, or cause to be published and distributed, telephone directories in print, on the internet, or on disks. Those telephone directories may include subscriber names, addresses, and telephone numbers, without restriction to their use
- We may also make subscribers names, addresses, and telephone numbers available through directory assistance operators.
- Once our subscribers' names, addresses and telephone numbers appear in telephone directories or directory assistance services, they may be sorted, packaged, repackaged, and made available again in different formats by anyone

We take reasonable precautions to ensure that non-published and unlisted numbers are not included in telephone directories or directory assistance services, but we cannot guarantee that errors will never occur.

(c) Legal Disclosures

There are times when we may be required by law or legal process to disclose information about you to lawyers and parties in connection with litigation and to law enforcement personnel. These disclosures may be made without consent or notice in compliance with the terms of valid legal processes such as a subpoena, court order, or search warrant. We may also disclose information that personally identifies you as permitted by law when:

- It is necessary to protect our customers, employees, or property
- In emergency situations
- Enforce our rights under our terms of service and policies

(d) Customer Proprietary Network Information (CPNI)

CPNI is the information that is generated when you use internet or VoIP (voice) service. Examples of CPNI include call details (such as the numbers you're calling, the numbers calling you, and call times and dates) and your rate plan and features. Under Section 222 of the Communications Act of 1934, broadband providers who offer VoIP have a duty to protect the confidentiality of CPNI. Additionally, the Federal Communications Commission (FCC) rules provide additional privacy protections specific to voice services. CBN is allowed to use CPNI for billing, providing services, 911 calls, and to comply with court-ordered information requests. We are permitted to disclose CPNI information to the customer whose data it is and to persons our customers have authorized to receive this information. We will require authentication, such as a password, for any customer-initiated telephone contact where call detail information is being requested. CBN does not share any CPNI information for marketing purposes.

5.6 How You Can Access and Correct Your Information

It is important that your account records contain accurate information. By providing adequate personal identification, you may review your account information and inspect personally identifiable information during office hours. Customers shall have the right to correct an inaccurate information in their account records.

5.7 Updates to the Privacy Policy

CBN will provide you with a copy of the current privacy policy at the time we enter into an agreement to provide any internet or voice service to you. We may modify this policy at any time. You can view the most current version of this policy on our website. If we make material changes to the privacy policy, we will provide you with at least 30 days' notice. If you continue to use the service following notice of the changes, we will deem that to be your acceptance of and consent to the changes in the revised privacy policy.

6. LIMITATIONS ON LIABILITY; DISCLAIMER OF WARRANTIES

6.1 In no event shall the CBN be liable to the Customer for any indirect, special, incidental, punitive or consequential damages, whether or not foreseeable, including loss of revenue, loss of Customers, loss of goodwill, or loss of profits arising out of or in relation to these Terms and Conditions or the performance or non-performance of any obligation hereunder, whether arising out of contract or tort.

6.2 THE SERVICE(S) AND ANY EQUIPMENT SUPPLIED BY CBN ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE CITY NOR ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS WARRANT THAT THE EQUIPMENT OR THE SERVICE(S) WILL MEET YOUR REQUIREMENTS, THAT ANY COMMUNICATIONS WILL BE TRANSMITTED IN UNCORRUPTED FORM, PROVIDE UNINTERRUPTED USE, OR OPERATE AS REQUIRED, WITHOUT DELAY, OR WITHOUT ERROR. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY,

ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.

CBN MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER THIRD PARTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, FUTURE ECONOMIC VIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE, OF THE SERVICE(S) OR ANY OTHER MATTER WHICH IS THE SUBJECT OF THESE TERMS AND CONDITIONS, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

6.3 CBN shall not be liable for any mistakes, errors, omissions, interruptions, delays, outages or defects in the Service(s) which are caused by force majeure, repair and maintenance or the Customer or third parties with whom Customer has a relationship, such as a Customer of Customer. CBN shall not be liable for any act or omission associated with systems, the Service(s), or facilities which CBN does not furnish, including acts or omissions associated with the operation of Customer's system, Service(s), or facilities.

6.4 In no event shall an outage be deemed a default under these Terms and Conditions.

6.5 Notwithstanding any other provisions of these Terms or Conditions, the Customer Acknowledgement & Authorization, the Digital Voice Disclaimer and Limitation of Liability, or the CBN Rate Card, CBN does not waive any rights, immunities, privileges, monetary limitations to judgments and defenses available to CBN under common law Colorado state statute.

6.6 Customer understands that CBN and its contractors have taken appropriate measures to secure and stabilize the temporary fiber drop cable. However, regardless of those measures, Customer assumes responsibility for themselves and others who access the property, to avoid the potential hazards related to the fiber drop cable location. Neither CBN nor its contractors shall be liable for any claims, actions, causes of action, demands, judgments, costs, expenses and all damages of every kind and nature, incurred by and on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership relating to the use of a temporary drop on the Customer premises.

6.7 We make no representation or warranty that any software or application installed on your equipment or devices, downloaded to your equipment or devices, or available through the Internet does not contain a virus or other harmful feature. It is your sole responsibility to take appropriate precautions to protect any of your equipment or devices from damage to its software, files, and data as a result of any such virus or other harmful feature. We may, but are not required to, terminate all or any portion of the Service(s) if a virus or other harmful feature or software is present on your equipment or devices. If we decide, in our sole discretion, to install or run virus check software on your equipment or devices, we make no representation or warranty that the virus check software will detect or correct any or all viruses. You acknowledge that you may incur additional charges for any service call related to a virus or other harmful feature detected on your equipment or devices. NEITHER WE NOR OUR ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM A VIRUS, ANY OTHER HARMFUL FEATURE, OR FROM ANY ATTEMPT TO REMOVE IT. In addition, as part of the installation process for any software and other components of the Service(s), system files on your equipment or devices may be modified. We do not represent, warrant or covenant that these modifications will not disrupt the normal

operations of any of your equipment or devices including the loss of files. We do not represent, warrant, or covenant that the installation of the special software or applications or access to our Web portal(s) will not cause the loss of files or disrupt the normal operations of any of the Customer Equipment. FOR THESE AND OTHER REASONS, YOU ACKNOWLEDGE AND UNDERSTAND THE IMPORTANCE OF BACKING UP ALL FILES TO ANOTHER STORAGE MECHANISM AND YOU UNDERSTAND AND ACCEPT THE RISKS IF YOU DECIDE NOT TO BACK UP FILES. NEITHER WE NOR OUR ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, DISTRIBUTORS, LICENSORS OR BUSINESS PARTNERS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE TO OR LOSS OF ANY SOFTWARE, FILES, OR DATA.

6.8 All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

7. INDEMNIFICATION

The Customer releases and agrees to indemnify, defend and hold harmless CBN, its agents, officers, employees and volunteers from and against all damages, claims, actions, causes of action, demands, judgments, costs, expenses of every kind and nature, predicated upon injury to or death of any person or loss of or damage to any property, arising, in any manner, from the Customer's use or misuse of the Service(s), including but not limited to any violation or infringement of contractual rights, privacy, confidentiality, copyright, patent, trademark, trade secret or other intellectual property; from use or failure of the 911/E911 functionality or any other dialing associated with a home security, home detention, medical monitoring or other similar system; and from Customer's breach of any provision of these Terms and Conditions.

8. FORCE MAJEURE

Without limiting any other provision of these Terms and Conditions, CBN shall not be held liable for any loss, damage, delay or failure to provide or maintain the Service(s) caused by anything beyond its control, such as acts of God, acts of civil or military authority, government regulations, eminent domain, embargoes, labor stoppage, epidemics, war, police actions, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, severe weather conditions, inability to secure facilities, products or services of other persons including transportation facilities.

9. GOVERNING LAW

These Terms and Conditions and any issues arising out of or in relation hereto shall be governed by the laws of the State of Colorado, without regard to its choice-of-law provisions. The Customer agrees that the federal and state courts of Colorado alone have jurisdiction over all disputes arising under these Terms and Conditions and the Customer consents to personal jurisdiction of those courts with respect to any disputes arising under these Terms and Conditions. Venue for any action brought in state court shall be in Garfield County, Colorado.

10. RELATIONSHIP OF THE PARTIES

The Customer is independent from that of CBN and nothing contained herein shall be construed to imply a partnership, joint venture, principal and agent, or employer and employee relationship between the parties.

11. MISCELLANEOUS

11.1 Customer recognizes that CBN may enter into agreements with third parties to perform all or part of its obligations hereunder and that references herein to CBN include, where applicable, its agents and independent contractors.

11.2 Customer agrees to provide CBN or its designated third-party contractor with reasonable access to Customer's premises in order to install, adjust, repair, replace, maintain, move, audit or remove any equipment as necessary to provide the Service(s). Customer further authorizes any other Adult resident or guest at the premises (each, an Authorized User for purposes of this Agreement) to grant access to the premises for these purposes. You understand and agree that CBN may drill, cut, and otherwise alter improvements on the premises (including walls, flooring, and/or other surfaces) in order to install, maintain, or repair the Service(s). If you do not own your premises or your unit is part of a multi-dwelling unit, you warrant that you have obtained permission from any necessary party, including but not limited to the owner, landlord, or building manager, to allow CBN and its subcontractors reasonable access to install, maintain, and repair the Service and to make any alterations CBN deems appropriate for the work to be performed.

You acknowledge that CBN may use existing wiring, including altering the wiring and removing accessories, located within your unit ("Inside Wiring" or "IW"). You warrant that you own or control the Inside Wiring, and give CBN permission to use, alter, and remove equipment from, such wiring. Without limiting any other provisions of this Agreement, you agree to indemnify CBN from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Service(s).

11.3 Customer should always ask for proper identification anytime a CBN employee or contractor requests entry to the property. If identification is not provided, Customer should not allow access.

11. These Terms and Conditions and any other documents incorporated by reference, including but not limited to the Customer Acknowledgement & Authorization, the Digital Voice Disclaimer and Limitation of Liability, the Premier Member program and the CBN Rate Card, constitute the entire agreement and understanding between Customer and CBN with respect to CBN's provision of the Service and related equipment. They replace any and all prior written or verbal agreements. If any portion of this agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. No waiver of any breach or default under these Terms and Conditions shall be a waiver of any other breach or default. Neither the course of conduct between the parties nor trade practice shall modify these Terms and Conditions.

11.5 CBN may change any terms, conditions, rates, fees, expenses, or charges regarding your Service(s) at any time. We also reserve the right to modify or discontinue the Service(s), temporarily or permanently. We will provide you with notice of material changes via either your Member Account e-mail address or any other email address you provide, posting online at <https://www.gscbn.com>,

recorded announcement, bill message, bill insert, newspaper ad, postcard, letter, or call to your billed telephone number or U.S. mail. It is your responsibility to check for any such notices. Your continued subscription to or use of the Service(s) after the effective date of the change constitutes your acceptance of such changes.

11.6 By accepting this Agreement, you confirm you are a capable adult over the age of majority (e.g. eighteen (18) years of age– an "Adult"). If you are an entity, by accepting this Agreement, you confirm (through your duly authorized representative) that you are a corporation, partnership, or other legal entity duly formed (and incorporated if applicable) in good standing where required to do business with all legal authority and power to accept this Agreement; and you are also confirming that this Agreement constitutes a valid and binding obligation of yours. You are responsible for ensuring that all use of the Service(s) complies with this Agreement, and you will be deemed to have breached this Agreement if you or any other person, whether or not authorized by you, uses the Service in a manner inconsistent with this Agreement. By enrolling in, activating, using, or paying for the Service(s), you agree to the terms and conditions in this Agreement, including, but not limited to, the prices, charges, and terms and conditions provided to you in marketing and informational materials associated with the Service(s), all of which are incorporated herein by reference.