

RED RIVER RURAL TELEPHONE ASSOCIATION  
d/b/a  
RED RIVER COMMUNICATIONS

TERMS AND CONDITIONS

By purchasing and/or using products and services provided by Red River Communications (“RRC”), the customer (“Customer”) agrees to the following Terms and Conditions:

Prices and Taxes: Advertised prices do not necessarily include taxes, fees, or other required regulatory fees.

Cooperative Status: Purchasing of services from Red River Communications (“RRC”) does not necessarily result in membership status in the cooperative or entitlement to any benefits of such membership.

Credit Check: A deposit may be required based on credit history. Customer agrees to allow RRC to perform a credit check prior to the installation of any service. The outcome of the credit check may require a deposit to receive service or result in a denial of service in some cases. Any deposit due will be required prior to the installation of the service and will be refunded to the Customer in full, with interest, after a period of twelve (12) months of satisfactory account payment status.

Installation: Installation is on a case-by-case basis and RRC reserves the right to refuse service to any location for any reason.

Installation of services may not be possible in all situations due to home/structure limitations, obstructions, and other factors. Customer is responsible for marking any private underground utilities (e.g. shop drops, sprinklers, outbuilding power lines, etc.) prior to installation. RRC is not responsible for damage to unmarked private underground utilities.

Standard installation includes plowing, directional boring, or trenching fiber optic cable (or equivalent) and terminating the cable at the building receiving service. Installation of wireless services may include mounting equipment using screws and/or bolts being placed through the roof or side of the home/structure.

If non-standard installation is necessary, RRC will inform the Customer of this before installation. An estimate of the charges will be provided prior to installation of this service. Non-standard installation will be charged at current installation rates (as published on RRC’s website, <https://redrivercomm.com>) plus applicable material costs and contracted construction charges.

A one-time installation fee may be required to be paid in full prior to the installation of this service for both standard and non-standard installations. Customer agrees to allow the technician to perform the installation of this service.

The Customer agrees to provide continuous reasonable access and rights to the installation location for access to all equipment and facilities including, but not limited to, routes for RRC’s cable access, antenna mounting, wall penetration, and wall attachments to the home/structure.

Technical Support: RRC’s offices are open Monday through Friday from 8:00 am to 4:30 pm Central Time, excluding standard holidays. Technical support is available 24-hours a day, seven days a week, through both regular office or the after-hours help line. Any technical support inquiries

which result in a technician's visit may be billed at the current technical support rate (as published on RRC's website, <https://redrivercomm.com>).

Billing and Charges: Customer agrees to pay all charges associated with the services, including all applicable fees, taxes, and surcharges, as well as non-standard installation and/or equipment charges, and applicable service charges. Taxes and other government fees may be charged without advance notice. Customer is responsible for paying any additional costs due to changes in laws, regulation, rules, or taxes. Customer shall be responsible for late fees and reconnection fees (as published on RRC's website, <https://redrivercomm.com>).

Bills are provided electronically and/or through mail. The account balance is due in full by the 25<sup>th</sup> day of each month. Acceptable forms of payment include cash, checks, debit and credit card payments made online or through automatic payment. Payments can be mailed or provided in person at RRC's office at 510 Broadway, Abercrombie, North Dakota, or 7925 180 Ave SE, Wahpeton, North Dakota, during regular business hours. A drop box is also available 24 hours a day at these two offices.

Any temporary suspension of service will extend the agreement length by the same period as the suspension. Accounts are considered delinquent when at least 20-days past due. Delinquent accounts are disconnected on the 15th (or next business day) of the following month. A reconnection fee per service applies (as published on RRC's website, <https://redrivercomm.com>) to reconnect accounts disconnected for delinquency. A deposit may be required upon reconnection of this service. The service may not be placed on vacation disconnect status at any time.

Repeated account delinquencies may result in refusal of service. At RRC's discretion, delinquent accounts may be referred to a collection agency, or RRC may pursue other appropriate legal actions to recover amounts owed.

Application Fee: Any application fee is non-refundable unless the project is canceled by RRC.

Early Termination Fees: Termination before the agreement length has been completed will result in an early termination fee equal to the amount of installation value, repayment of promotional items, return of equipment or fee for failure to return equipment and/or forfeiture of other promotional offers. Depending on the type of service being terminated, an additional amount of the remaining monthly service charges may be due, ranging from a prorated portion up to the full amount of the contract service charges.

Changes to Services, Fees, and Prices: RRC reserves the right, in its sole discretion, to modify the Terms and Conditions by adding to, rearranging, or discontinuing any or all aspects of the services offered (including programming or features contained in the services,) and/or change or impose new prices and fees. Terms are revised from time to time. The most recent version of these Terms and Conditions shall supersede any prior versions which may have been provided to the Customer.

Unless otherwise specified by applicable law, RRC will provide the Customer with thirty (30) calendar days' prior notice of any material changes affecting services, prices, or fees, and the effective date of such changes. Notice of such changes will be included with the Customer's billing statement sent via U.S. Postal Mail, by sending notice to the Customer's email address on file with RRC, or by other lawful means. If the changes are not agreed upon, the Customer is required to cancel services at least five (5) business days before the specified effective date. Changes are considered accepted upon continued use of the services after the specified effective date.

Service Interruptions: Upon request, RRC may issue a credit to a Customer's bill for the period of an interruption to internet, digital TV, security, wholesale services, or cellular or telephone services. The interruption must have occurred for more than twenty-four (24) consecutive hours since the time the interruption was first reported to RRC, or since RRC discovered the interruption, whichever occurred first. Additionally, the interruption must have resulted from causes solely within RRC's reasonable control. Interruptions that are not within RRC's reasonable control include:

1. service interruptions resulting from the Customer's failure to pay amounts owed to RRC;
2. any willful or negligent act by Customer or a third party;
3. interruptions caused by malfunctioning Customer-owned equipment;
4. RRC's inability to gain access to the Customer's premises;

Requests for credit must be made within thirty (30) business days following the service interruption. Unless required by law, such credit will not exceed the fixed monthly charges for the month the services interruption took place and will exclude all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes, and other governmental and quasi-governmental fees. **UNLESS PROHIBITED BY LAW, SUCH CREDIT WILL BE THE CUSTOMER'S EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICES.** RRC will abide by applicable law if such law imposes other credit requirements than described above, with respect to service interruptions.

No Guarantee/Liability/Disclaimer/Force Majeure: RRC's equipment and services do not cause and cannot eliminate occurrences of the events they are intended to detect or avert, including, but not limited to, fires, floods, burglaries, robberies, and medical problems. RRC makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the equipment and services provided will detect or avert such incidents or their consequences. RRC does not undertake any risk that the Customer or Customer's property, or the person or property of others, may be subject to injury or loss. If such an event occurs the allocation of such risk remains with the Customer, not RRC. Customer releases, waives, discharges, and promises not to sue or bring any claim of any type against RRC for loss, damage, or injury relating in any way to the equipment or services provided by RRC. Customer acknowledges and agrees that use of the services and products are entirely at Customer's own risk. Services and products are provided by RRC on an "as is" and "as available" basis. RRC makes no representations or warranties of any kind, express or implied, as to the operation of these services, the information, content, materials, or products included in the services and products or for the uninterrupted or error-free access to the services or products. Statements and descriptions concerning services and products by RRC or RRC's agents or installers are informational and are not given as a warranty of any kind.

RRC makes no warranty that: (1) such services will meet the Customer's requirements; (2) service will be uninterrupted, timely, secure, or error-free; (3) the results that may be obtained from the use of RRC's services will be accurate or reliable; or (4) the quality of any products, services, or information obtained by the Customer will meet the Customer's expectations. Any information otherwise obtained through the use of RRC's services is done at the Customer's own discretion and risk. The Customer will be solely responsible for any damage to the Customer's system or business, and/or loss of information or data that results from the use of RRC's services or products.

To the full extent permissible by applicable law, RRC disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. RRC does not warrant that its services, products, sites, servers, or email sent from or provided by RRC are free of viruses or other harmful components.

RRC shall not be liable for any “Force Majeure” event including but not limited to, acts of God, fires, floods, earthquakes, loss of power, outages, equipment shortage, network shortage, facility shortage, explosion, hurricanes, storms, natural disasters, national emergencies, insurrections, riots, terrorism, war, third party omissions, hacking or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties, failure or malfunction of equipment or facilities, cable or fiber cuts, unavailability of rights-of ways or materials or other action of any governing authority or government agency.

The security of information transmitted through the internet can never be guaranteed. RRC is not responsible and expressly disclaims responsibility for any interception or interruption of any communications through the internet or for changes to or losses of data. The Customer is responsible for maintaining the security of any password or other form of authentication involved in obtaining access to password protected or secure areas of RRC websites and services. To protect Customer data, RRC may suspend use of a client site, without prior notice, pending an investigation, if any breach of security is suspected.

Venue, Jurisdiction, and Time for Actions: Any lawsuit, proceeding, action, or claim arising out of these Terms and Conditions, or any service or product contemplated by this document shall be instituted in the United States Federal Court or the Richland County North Dakota District Court. Each party agrees to submit to the exclusive jurisdiction of such court in any suit or action. The Customer agrees to initiate any action against RRC or its employees, contractors, agents, licensors, officers, and directors within one (1) year from the date of the event that caused the loss, damage or liability.

Indemnification: Customer agrees to defend, indemnify, and hold harmless RRC and its employees, contractors, agents, licensors, officers, and directors from all liabilities, claims, and expenses, including, but not limited to, attorneys’ fees that arise from Customer’s (a) use or misuse of services or products, (b) use, misuse, or possession of RRC equipment, (c) any misrepresentation or omission by Customer in this Agreement or any other application, communication, or agreement submitted to or with RRC, or (d) any other breach by Customer of this Agreement. RRC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, in which event the customer will cooperate with RRC, including, but not limited to, asserting any available defenses.

## **TELEPHONE SERVICE**

911 Service: 911 service is reliant on active telephone service and on electric power. Electrical power is required for 911 service to work during a power outage. As such, a backup up battery is suggested for 911 service to continue during a power outage.

RRC requires the Customer to provide the physical address where the Customer will be using RRC services for 911 purposes. This address is used to route 911 calls to the local emergency center. When the Customer initially provides a physical address and the service installation is complete, it can take up to 120 minutes to verify the address and activate 911 services at that registered location.

Multi-line Telephone Systems: Under Federal law, providers of Multi-line Telephone Systems (“MLTS”) must make 911 services accessible by requiring direct 911 dialing, notification capabilities, and conveyance of Automatic Number Identification (“ANI”) during emergency calls from an MLTS.

Responsibilities of MLTS Customer: A MLTS Customer guarantees that they will: a) employ reliable processes to ensure that accurate location of 911 emergencies can be provided within a building or within other physical facilities where all or any part of the MLTS is installed; b) ensure that a reliable person is available to serve as the 911 Contact and receive MLTS Notifications at the location; c) ensure that a 911 Contact can access all secured and unsecured areas of the facilities in which the MLTS is installed; d) ensure that a 911 Contact can provide Emergency Responder(s) a clear path to any and all 911 callers; and e) ensure that a 911 Contact is able to provide basic additional information which Emergency Responder(s) may need to respond to 911 calls.

A MLTS Customers agrees to designate a 911 Coordinator, provide Dispatchable Location for each telephone number used in the system, and ensure compliance with Kari's Law and Ray Baum Act 911 obligations (*See Kari's Law* 2017, Pub. L. No. 115-127, 123 Stat. 326 (2018) (codified at 47 U.S.C. § 623) and Ray Baum's Act Section 506 of the Repack Airwaves Yielding Better Access for Users of Modern Services Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, 1095 (codified at 47 U.S.C. § 615). Customer will provide RRC with updated information so RRC can update the database. Such Dispatchable Location will be the Registered Location once populated in the database.

If the Customer moves a MLTS device to another location, the Customer must update the address with RRC. The Customer may register only one location at time. If the Customer does not update the location, 911 calls may be sent to an emergency center near the previously registered address. When the Customer updates the location, it can take several hours to activate 911 services at the updated address.

RRC Responsibilities: The Parties acknowledge and agree that if the Customer is providing an MLTS, RRC will provide the selected services in accordance with the terms herein:

- Fixed MLTS Calls: For on-premises, fixed devices, RRC will submit Dispatchable Location into the ALI database. RRC will include the ANI including extension number if provided by the customers with the 911 call.
- Non-Fixed MLTS Calls: For on-premises, non-fixed devices, RRC will provide Registered Location to appropriate PSAP when technically feasible or Alternative Location information, if provided by the Customer and available. For off-premises devices, RRC will provide Enhanced Location information, if available. Customer is responsible for providing RRC, in writing, with the information necessary for RRC to provide Dispatchable Location information based on end-user manual updates.

Disclaimer: Use, and use by employees, guests, and other third parties, of RRC's 911 Services is subject to the limitations described herein. The availability of certain features, such as transmission of a Registered Location, depends on whether local emergency response centers support those features and other factors outside of RRC's control. RRC relies on qualified third parties to assist us in routing 911 calls to local emergency response centers. RRC does not have control over local emergency response centers, emergency responders, or other third parties. RRC disclaims all responsibility for the conduct of local emergency response centers, third parties engaged by Customer to facilitate address updates, and all other third parties involved in the provision of emergency response services. To the extent permitted by applicable law, Customer hereby releases, discharges, and holds harmless RRC from and against any and all liability relating to or arising from any acts or omissions of such third parties or other third parties involved in the handling of or response to any emergency or 911 call.

Customer indemnifies and holds harmless RRC and any third-party provider(s) from any and all third-party claims, losses, damages, fines, or penalties arising out of: (i) Customer or its End User's provision to RRC of incorrect information, including physical addresses, or failure to update a Registered Location; (ii) Customer's failure to properly notify any person who may place calls using the Services of the 911 limitations; or (iii) the absence, failure, or outage of emergency service dialing using the Services for any reason; and (iv) the inability of any End User to be able to dial 911 or access emergency service personnel for any reason.

RRC may take appropriate steps to enforce these Terms and Conditions and its Internet Acceptable Use Policy. RRC reserves the right to review the Customer's account and take further action, including, but not limited to, immediate suspension of VoIP phone service if account usage is beyond normal standards, impermissible, detrimental to other customers' ability to use the service, or adversely affects RRC operations. RRC may assess abnormal usage fees based on comparisons to the usage patterns and levels of its other customers.

If RRC determines that the Customer is engaging in abnormal or impermissible usage, RRC will use commercially reasonable efforts to inform and provide the Customer with the opportunity to correct the usage. If, after being informed and given the opportunity to correct, the Customer fails to immediately conform to normal use, RRC may exercise its right to transfer the Customer's service to a more appropriate plan, charge applicable rates, or suspend or terminate service. If service is terminated under this provision, the Customer is subject to all applicable fees and taxes at the time service is terminated.

Directory: Phone numbers will be listed in a directory when requested by the Customer. An additional fee applies for removing a phone number from directory assistance listings.

## **DIGITAL TV**

All leased equipment used to provide digital TV service remains the property of RRC. The Customer understands that the Customer may need to purchase replacement equipment if damaged beyond normal usage. Customer gives permission to RRC to monitor viewing patterns and practices for internal purposes only and not for sale to or share with a third party. Customer agrees to pay all pay-per-view charges. Packages, lineups, pricing, and terms are subject to change without notice. RRC will provide advance notice of these changes to customers when possible.

Taxes and mandated franchise fees plus a Local Broadcast Retransmission Fee are the responsibility of the Customer (as published on RRC's website, <https://redrivercomm.com>). Federal law requires TV providers acquire consent to retransmit to local stations and TV providers are charged a retransmission fee. These fees are returned to the local broadcast stations.

## **INTERNET SERVICE**

The Customer appoints RRC as limited agents to order and make changes in service associated with the activation of RRC internet services. As an accepted internet access user through the RRC network, the Customer agrees to abide by the present and future rules and bylaws of RRC, including the Internet Acceptable Use Policy.

The Customer agrees to follow the rules of any connected networks when using those networks. The Customer recognizes that RRC offers no guarantee or warranty on the performance of its network and internet connection, nor on the performance of gateway connections to other networks. The Customer agrees to hold RRC, its employees, contractors, agents, licensors, officers, and directors

harmless from any liability arising from special, indirect, or consequential damages, including, but not limited to, lost profits, loss of opportunity, or any other loss which may result from the use of, misuse of, or lack of availability of RRC or its facilities.

The security of information transmitted through the internet can never be guaranteed. RRC is not responsible and expressly disclaims responsibility for any interception or interruption of any communications through the internet or for changes to or losses of data. Customer is responsible for maintaining the security of any password, user ID, or other form of authentication involved in obtaining access to password-protected or secure areas of RRC websites. Customer is responsible for securing Customer's data and communications. RRC is not responsible if a third party gains access to Customer data or communications, the services provided by RRC, or any Customer-owned equipment.

## **PRIVACY POLICY**

From time to time, RRC changes its service offerings and makes available additional features and services, which may enhance and augment the services to which the Customer is already subscribed. In order to determine which customers may benefit from the new services and enhancements, RRC will use information about customer accounts that are within its database, legally referred to as Customer Proprietary Network Information (CPNI), unless Customer restricts that use in the manner described below. CPNI includes information such as which long distance carrier and plan to which Customer is subscribed, calling features and plans to which Customer is subscribed and the associated charges for those plans. Use of this data will allow RRC to tailor its service offerings to individual customer needs.

For this purpose, CPNI data will be used by RRC, its subsidiaries and its affiliates only. This data will not be shared by RRC with any other outside source except as necessary and required to provide the service(s) to which Customer is already subscribed, and unless RRC is legally compelled. Customer has a right under federal law to protect the confidentiality of their account information and restrict the use of CPNI data, and RRC has a responsibility to protect customer data. To restrict the use of Customer CPNI data, please call RRC's business office at 701-553-8309 or e-mail [support@redrivercomm.com](mailto:support@redrivercomm.com) to request that RRC not utilize Customer's CPNI data. Denial of approval for RRC to use this data will not affect the provision of any services to which Customer subscribes. Approval or denial of approval for the use of CPNI outside of the service to which Customer already subscribes will remain valid until Customer revokes or limits the approval or denial.

To the extent permitted by law, RRC may use information about Customer use of the service to provide information about products and services that may be of interest to the Customer. RRC does not sell or share customer information with third parties for commercial purposes.

When visiting RRC's website to view any pages, read product information, or use RRC's tools, the Customer does so without telling RRC who Customer is and without revealing any personal information. While RRC does not collect identifying information about visitors to its site, RRC does use standard software to collect information for the strict purpose of tracking activity on its site. This allows RRC to better understand how many people use the site and which pages and features are most popular. To evaluate the usefulness of its site, RRC may gather and analyze data regarding usage such as: The name of Customer's Internet Service Provider, the website that referred the Customer to RRC (if any), the date and time the pages were accessed, and the page or pages requested.

To provide better service and a more effective web site, RRC uses “cookies” as part of its interaction with web browsers. A “cookie” is a small text file placed on Customer’s hard drive by RRC’s web page server. RRC does not use cookies to get data from Customer’s hard drive or to get Customer’s e-mail address or personal identifying information.

Cookies are commonly used on web sites and do not harm computer systems. By configuring Customer preferences or options in web browsers, the Customer determines if and how a cookie will be accepted. RRC uses cookies to determine if Customer has previously visited its web site and for other administrative purposes.

Effective Date: February 7, 2024