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Customer Agreement

Contents

Terms and Conditions..... 2
Wireless Internet Acceptable Use Policy..... 9

Thanks for choosing IGL TeleConnect. In this Customer Agreement, you'll find important information about your Service, including our ability to make changes to your Service or this agreement's terms, our liability if things don't work as planned and how any disputes between us must be resolved in arbitration.

Please note that you accept this agreement by:
Agreeing in writing, by email, over the phone, or in person; or
Activating or continuing to use your phone and/or Internet service.

When you accept, you're representing that you are at least 18 years old and are legally able to enter into an agreement. If you're accepting for an organization, you're representing that you are authorized to bind that organization, and where the context requires, "you" means the organization. By accepting you are agreeing to every provision of this Agreement whether or not you have read it.

If you do not wish to be bound by this agreement, you can cancel Service within 14 days of accepting this Agreement without having to pay any penalties as long as you schedule to return any equipment provided by IGL TeleConnect, but you'll still have to pay for your Service through that date.

¹IGL TeleConnect is a registered trademark of Great Lakes Communication Corporation d/b/a IGL TeleConnect.

Adoption Notice: On April 25, 2014, Iowa Senate File No. 2194 was signed into law. This law eliminated the retail tariff requirements for local exchange carriers in Iowa, effective July 1, 2014. Consistent with this legal change, IGL TeleConnect filed a notice of intent to withdraw its retail tariff. Therefore, changes have been made to these Terms and Conditions to reflect the withdrawal of IGL TeleConnect's retail tariff. Terms and Conditions

Amendment Effective June 24, 2019

Terms and Conditions

- 1. Agreement.** This is an agreement between IGL TeleConnect and you to provide VoIP land-line telephone and/or Internet Service ("the Service"). By establishing an account and using the Service or equipment, you agree to be bound by this Agreement and to use the Service in compliance with IGL TeleConnect's Acceptable Use Policy. You may not assign, transfer or share your Service without our written consent. If you do, we may terminate or suspend your account and/or take other legal action against you. You are responsible for any misuse of the Service, even if the misuse was committed by a family member, friend or guest with access to your account.
- 2. Term.** The term of this Agreement is month-to-month. IGL TeleConnect reserves the right to change the price of the Service at any time with 30 days' notice, which will be posted on our website: www.IGLTeleConnect.com. You may also obtain current rates by calling 712-432-8352 or 800-281-1072.
- 3. Installation / Service Calls.** Installation fee includes up to 2 hours of labor, cable, grounding apparatus and connectors. If required, additional labor and materials will be quoted to customer for approval. If you should experience any problems with the Service, please call us at 712-432-8352 or 800-281-1072. If a technician is required to make an on-site service call, and the cause of the problem is determined not to be that of the IGL TeleConnect equipment, the customer will be billed at a rate as set forth in IGL TeleConnect's fee schedule on its website. (1 hr minimum).
- 4. Service.** The Service can vary depending on your location, internet traffic, CPU speed, operating system configuration and other factors beyond the control of IGL TeleConnect. Service reception requires a line-of-sight from the customer's facility to the IGL TeleConnect's transmission towers. Line-of-sight barriers (such as trees or buildings) may prevent the radio mounted on the home or business from receiving a signal. If that is the case, the customer may cancel the installation with no obligation, or ask IGL TeleConnect to install the radio device in a different location where reception is available, such as an outbuilding or pole on the property. Additional charges (over and above the standard installation fee) will apply if the radio is installed at an alternate location. IGL TeleConnect technicians will determine the amount of any additional installation charges in advance, notify the customer of the amount and complete the installation only if the customer authorizes the additional charge.
- 5. Customer Premise Equipment.** All equipment installed or provided to establish VoIP and/or wireless Internet Service remains property of IGL TeleConnect. If any equipment is stolen, lost or becomes damaged (except for normal wear and tear) the customer will be responsible for the full cost of replacement. Customers may choose to have the equipment covered by a homeowner's policy or renter's insurance. If you cancel Service or IGL TeleConnect terminates your Service you agree to return all equipment to IGL TeleConnect during normal business hours within seven (7) days of cancellation or termination. If you are unable to remove equipment, you may contact IGL TeleConnect at 712-432-8352 or 800-281-1072 to schedule an appointment to have a technician to remove the equipment, which will be billable at a rate as set forth in IGL TeleConnect's fee schedule on its website. If equipment is not returned in this timeframe or in the same condition received (except for normal wear and tear) the customer will be billed the full cost of the equipment as set forth in IGL TeleConnect's fee schedule on its website.
- 6. Account-holder Security.** Account holder agrees that the security of the account, including passwords, is their responsibility, and that all use originating from their account is considered carried out by them unless unauthorized intrusion can be shown.
- 7. Deposits.** A deposit may be required of an applicant if any of the following criteria exists:
 - a. Unknown credit
 - b. False credit information
 - c. Unsatisfactory credit history
 The amount of the initial service deposit will be not more than the maximum 2 months estimated

Amendment Effective June 24, 2019

service. New or additional deposit may be required for customers whose service has been disconnected for non-payment and the deposit on file is found to be inadequate or less than 2 months actual service. Interest on deposits will compound annually at 5% per annum. The fact that a deposit has been made in no way relieves the Customer from complying with IGL TeleConnect's regulations as to advance payments and the prompt payment of bills. Payment of security deposit does not constitute a waiver or modification of the regular practices of IGL TeleConnect. IGL TeleConnect may discontinue Service to any customer failing to pay current bills regardless of the fact that such Customer has made a deposit with IGL TeleConnect to secure payment of such bills or has furnished IGL TeleConnect with a guarantee in writing for such bills.

The deposit shall be refunded or credited to the Customer after not more than twelve (12) consecutive months of prompt payment, or eleven (11) timely payments and one automatic forgiveness of late payment, unless IGL TeleConnect has documented information which indicates the deposit is necessary to insure payment.

- 8. Billing.** Invoices will be distributed around the 5th day of each month, and will include charges for any recurring monthly Service fees as well as the prior month's per-minute long distance charges, if any. Payments are due by the 25th of the month. Example: Billing for monthly recurring Service fees for January 1st – 31st will be sent to you on or around January 5th. Payment will be due by January 25th. Per-minute long distance charges for January will be included on the invoice sent on February 5th and will be due by February 25th. If you have billing questions, please call us at 712-432-8352 or 800-281-1072 or email us at info@iglteleconnect.com.

You can dispute your bill within 180 days of receiving it, but unless otherwise provided by law, you still have to pay all charges until the dispute is resolved. **YOU MAY CALL US TO DISPUTE CHARGES ON YOUR BILL OR ANY SERVICE(S) FOR WHICH YOU WERE BILLED, BUT IF YOU WISH TO PRESERVE YOUR RIGHT TO BRING AN ARBITRATION CASE REGARDING SUCH DISPUTE, YOU MUST WRITE TO US AT THE CUSTOMER SERVICE ADDRESS ON YOUR BILL OR AT [INFO@IGLTELECONNECT.COM](mailto:info@iglteleconnect.com) WITHIN THE 180-DAY PERIOD MENTIONED ABOVE. IF YOU DO NOT NOTIFY US IN WRITING OF SUCH DISPUTE WITHIN THE 180-DAY PERIOD, YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL OR SUCH SERVICE(S) AND TO BRING AN ARBITRATION CASE REGARDING ANY SUCH DISPUTE.**

- 9. Special Promotions and Individual Case Basis Contracts.** IGL TeleConnect may, from time to time, offer promotional programs for its Services which may include waiving or reducing certain applicable rates and charges for the promoted Service. The promotional offerings may be limited as to the duration, the date, and times of the offerings and locations where the offerings are made or other reasonable limitations. IGL TeleConnect may also offer incentives, benefits or gifts to consumers to encourage the purchase or retention of any such service or product.

In lieu of the rates otherwise advertised, rates and charges including installation and recurring charges for IGL TeleConnect Services may be established at negotiated rates on an Individual Case Basis, taking into account the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the customer. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual contracts. Special pricing arrangement rates or charges will be made available to similarly-situated customers on equal terms and conditions.

- 10. Government Taxes, Fees, and Surcharges:** You must pay all taxes, fees and surcharges set by federal, state and local governments. Please note that IGL TeleConnect may not always be able to notify you in advance of changes to these charges.
- 11. Payment.** Payment is due as specified on the monthly invoice, by the 25th day of each month. Any failure to pay when due may result in suspension or disconnection of Service. A service fee will be required to reestablish suspended Service. You are responsible for any charges to your account. A late payment charge of 1.5% per month shall be applied to any past due amounts.

Amendment Effective June 24, 2019

- 12. Disconnection for Non-Payment.** Accounts that remain unpaid five days after the due date may be subject to disconnection. IGL TeleConnect will provide advanced written notification prior to disconnection of regulated voice Services, in accordance with the rules of the Iowa Utilities Board. A reconnection fee, as set forth in IGL TeleConnect's fee schedule on its website, plus the past due balance will need to be collected to restore Service. New or additional deposit may also be required.
- 13. NSF / ACH Rejection.** Returned checks or ACH rejections are subject to a fee, as set forth in IGL TeleConnect's fee schedule on its website. If a customer presents two (2) NSF or ACH rejections in a 6 month time period, the customer will be required to pay via cash, cashier's check, money order or credit card for a period of 12 consecutive months.
- 14. Change of Address.** Customer agrees to notify IGL TeleConnect of any change of mailing or service address. IGL TeleConnect will not disclose this information to any third party except upon presentation of a valid warrant or court order or as otherwise required by law.
- 15. E911 Service.** IGL TeleConnect provides all of its customers with basic 911 service and provides Enhanced 911 service, or E911 service, where available. With E911 service, your registered address and phone number is automatically delivered to the proper local emergency call center. If you are in an area where E911 service has not yet been deployed, your call will be routed to an emergency call center through the traditional 911 network based on the location information IGL TeleConnect has on record, however the dispatcher will not have your address and may not have your phone number. In order to provide 911 and E911 service, IGL TeleConnect must know the physical location of the IGL TeleConnect analog telephone adapter or PBX phone(s) provided to you in connection with activation of the Service. You will be prompted to provide this information during sign-up. If this address is not accurate OR IF YOU MOVE YOUR SERVICE TO ANOTHER LOCATION EVEN TEMPORARILY, you must call customer service at 712-432-8352 to update the location of your service. IF THE PHYSICAL LOCATION OF YOUR SERVICE IS NOT ACCURATELY REFLECTED ON RECORD, EMERGENCY SERVICES WILL NOT BE ABLE TO LOCATE YOU IF YOU ARE UNABLE TO SPEAK YOUR ADDRESS OR ARE DISCONNECTED (EVEN IN AREAS WHERE E911 SERVICE IS AVAILABLE) DURING A 911 CALL AND/OR THE CALL MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. Upon sign-up and whenever changes are made, it may take several hours to process your 911 address. In the interim, IGL TeleConnect will send any 911 calls made using the Service from a phone connected to your analog telephone adapter to a national emergency response center.

You acknowledge that 911 and E911 service will not be available unless all service requirements are activated, operational, and continuous without interruption throughout the duration of the call, including, but not limited to power supply, broadband internet connection, internet service provider log-in without "timing out," and service log-in.

You agree to inform any residents or employees, guests, and other third persons who may be present at the physical location where you utilize the Service of the important differences in and limitations of dialing 911 through the Service, as described in this Agreement and at www.IGLTeleConnect.com (including the unavailability of 911 service in the event of a power or Internet outage), including by conspicuously posting on the equipment any caution or warning materials as may be appropriate. You agree to make reasonable efforts to inform such persons of the proper and specific operation and requirements of the Service and/or to restrict third parties' access to the Service and to use your reasonable judgment in so informing and/or restricting such persons.

- 16. Cancellation.** Either party may terminate this agreement at any given time by giving 5 days' advance written notice. Customer is obligated for Service charges through the termination date. IGL TeleConnect reserves the right to restrict or terminate Service without refund in the event of violation of Terms and Conditions or Wireless Internet Acceptable Use Policy. IGL TeleConnect

Amendment Effective June 24, 2019

reserves the right to suspend unregulated services to the Customer without prior notice under the following circumstances: (1) In the event a condition on the customer's premises is determined by IGL TeleConnect to be hazardous; (2) In the event a customer's use adversely affects IGL TeleConnect's facilities or IGL TeleConnect's Service to others, including, but not limited to, impersonation of another with fraudulent intent; (3) In the event a customer tampers with facilities furnished and owned by IGL TeleConnect; or (4) In the event of unauthorized use. IGL TeleConnect will not disconnect, suspend, or refuse regulated local voice service to customers or prospective customers for the following reasons: (1) Delinquency in payment for Service by a previous occupant of the premises to be served; (2) Failure to pay for terminal equipment, inside station wiring or other merchandise purchased from the utility; (3) Failure to pay for a different type or class of public utility service; (4) Failure to pay the bill of another customer as guarantor thereof; (5) Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location; (6) Failure to pay for yellow page advertising; or (7) Failure to pay for deregulated services other than local exchange service.

- 17. Amendment.** IGL TeleConnect may change prices or any other term of your Service or this agreement at any time, but will provide notice first. If you use your Service after the change takes effect, it means that you are accepting and agreeing to the change. If a change to this agreement has a material adverse effect on you, you can notify us of your objection and ask us to negate the change as it relates to your agreement or cancel the line of Service that has been affected within 60 days of receiving the notice.
- 18. Liability.** IGL TeleConnect does not guarantee uninterrupted working of its lines or equipment. In case the Service is interrupted other than by the negligence or willful act of the customer, an adjustment will be made in the amount of the charges for that portion of the Service rendered inoperable. Any adjustment shall apply only if the interruption continues beyond twenty-four (24) hours after first noted by IGL TeleConnect. Adjustment will be made in the form of a bill credit. No other liability shall in any case attach to IGL TeleConnect.

You agree that you have no property right in any telephone number that IGL TeleConnect may make available for your use. IGL TeleConnect may change the telephone number of a customer whenever it considers it desirable in the conduct of its business.

- 19. Indemnity.** You agree that IGL TeleConnect shall be indemnified and held harmless by you and/or anyone who uses your Service against claims for libel, slander, or the infringement of copyright arising from the material transmitted over IGL TeleConnect's Services; and against all other claims arising out of any act or omission on your part or the part of anyone utilizing the Services provided by IGL TeleConnect. You further agree to cover IGL TeleConnect's reasonable attorneys' fees and costs in connection with such claims.

You further agree that IGL TeleConnect's liability is limited for any Service outage and/or inability to dial 911 from your line or to access emergency service personnel, as set forth in this Agreement. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS IGL TELECONNECT, AND ITS AFFILIATES, PARENTS AND SUBSIDIARIES, TOGETHER WITH THEIR RESPECTIVE MEMBERS, OWNERS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, ATTORNEYS, AGENTS, CONTRACTORS, VENDORS AND REPRESENTATIVES (COLLECTIVELY, THE "IGL TELECONNECT INDEMNITEES"), FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, LIABILITIES AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES AND COSTS, INCLUDING COSTS ON APPEAL) INCURRED OR SUFFERED BY ANY OF SUCH IGL TELECONNECT INDEMNITEES RELATING TO ANY FAILURE, OUTAGE, AND/OR DEGRADATION IN QUALITY OR FUNCTIONALITY OF THE SERVICE, INCLUDING THOSE RELATED TO 911 AND/OR E911 DIALING OR SERVICE.

Amendment Effective June 24, 2019

You further agree that if you provide a porting request directing IGL TeleConnect to port your telephone number to another carrier or service provider, or directing IGL TeleConnect to change or modify your Service in any way, you are representing that you have authority to initiate such a request, and are agreeing to indemnify IGL TeleConnect against any claims brought by any person or entity, including government agencies, regarding the porting of the telephone number or modification of the Service. Unless otherwise required by law, IGL TeleConnect is not required to conduct an investigation before honoring such a request and is entitled to rely upon your directive. You further agree to cover IGL TeleConnect's reasonable attorneys' fees and costs in connection with any such claims.

- 20. Warranties Disclaimed.** IGL TeleConnect makes no representations or warranties, express or implied, including, to the extent permitted by applicable law, any implied warranty of merchantability or fitness for a particular purpose, about your Service, your equipment, or any applications you access through your equipment. We do not warrant that your equipment will work perfectly or will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades or similar activity. If you download or use applications, services or software provided by third parties (including voice applications), 911 or E911, or other calling functionality, may work differently than Services offered by us, or may not work at all. Please review all terms and conditions of such third-party products.

- 21. WAIVERS AND LIMITATIONS OF LIABILITY.** With the exception of claims arising out of paragraph 19 above, you and IGL TeleConnect both agree to limit claims against each other for damages or other monetary relief to direct damages. This limitation and waiver will apply regardless of the theory of liability. That means neither of us will try to recover any indirect, special, consequential, treble or punitive damages from the other. This limitation and waiver also applies if you bring a claim against one of IGL TeleConnect's suppliers, to the extent we would be required to indemnify the supplier for the claim. You agree we aren't responsible for problems caused by you or others, or by any act of God. You also agree we aren't liable for missed or deleted voice mails or other messages, or for any information that gets lost or deleted if we work on your equipment.

- 22. Dispute Resolution.**

IGL TELECONNECT HOPES TO MAKE YOU A HAPPY CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES YOUR (AND IGL TELECONNECT'S) LEGAL RIGHTS AND OBLIGATIONS.

YOU AND IGL TELECONNECT BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THIS AGREEMENT, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO BOTH AGREE THAT:

(1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THIS AGREEMENT OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM IGL TELECONNECT (OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES) WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU.

(2) UNLESS YOU AND IGL TELECONNECT AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. FOR CLAIMS OF \$10,000 OR LESS, YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG) OR THE BBB (WWW.BBB.ORG).

Amendment Effective June 24, 2019

(3) THIS AGREEMENT DOES NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THIS AGREEMENT.

(4) IF EITHER YOU OR IGL TELECONNECT INTENDS TO SEEK ARBITRATION UNDER THIS AGREEMENT, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF BEING SOUGHT. IF THE PARTIES ARE UNABLE TO RESOLVE THE DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION. IGL TELECONNECT WILL PAY ANY FILING FEE THAT THE AAA OR BBB CHARGES YOU FOR ARBITRATION OF THE DISPUTE. IF YOU PROVIDE US WITH SIGNED WRITTEN NOTICE THAT YOU CANNOT PAY THE FILING FEE, IGL TELECONNECT WILL PAY THE FEE DIRECTLY TO THE AAA OR BBB.

(5) AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

(6) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND IGL TELECONNECT AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND IGL TELECONNECT UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

- 23. Miscellaneous.** If IGL TeleConnect fails to enforce any rights under this agreement in one instance, that does not mean it cannot enforce its rights in any other instance. You cannot assign this agreement or any of your rights or duties under it without our permission. However, IGL TeleConnect may assign this agreement or any debt you owe it without notifying you. If any part of this Agreement, including anything regarding the arbitration process, is ruled invalid, that part may be removed from this agreement. This agreement and the documents it incorporates form the entire agreement between you and IGL TeleConnect. You cannot rely on any other documents, or on what's said by any Sales or Customer Service Representatives, and you have no other rights regarding Service or this agreement. This Agreement is not for the benefit of any third party except IGL TeleConnect's parent companies, affiliates, subsidiaries, agents, and predecessors and successors in interest.

Amendment Effective June 24, 2019

Wireless Internet Acceptable Use Policy

All IGL TeleConnect customers should read this document. Even if you don't read it you are responsible for the policy written here. We reserve the right to disable your account without warning if you violate this policy.

IGL TeleConnect sets forth an Acceptable Use Policy with the intent of protecting our Service, our customers and other users of the internet from potentially abusive actions taken by IGL TeleConnect customers. The following policy is non-exclusive; any action about which there is doubt should be referred to IGL TeleConnect for evaluation. IGL TeleConnect may alter this policy from time to time as need dictates.

Statement of Responsibility

- The customer who registered the IGL TeleConnect account is solely responsible for all actions taken with regard to the account. It is the account owner's responsibility to safeguard the account and to ensure the IGL TeleConnect Acceptable Use Policy is honored. The Service is for the account owner only; any resale of Service is unauthorized and will be subject to disconnection of Service. IGL TeleConnect will hold the account owner responsible for any violations of the Acceptable Use Policy.
- Sites directly attached to the IGL TeleConnect backbone are expected to adhere to the IGL TeleConnect Acceptable Use Policy. The individual who signed up for the Service is responsible for educating site users on the Acceptable Use Policy. Violations of the Acceptable Use Policy by directly attached sites will be referred to the person who signed up for the account. This person will be held responsible for any violations of the Acceptable Use Policy.
- IGL TeleConnect enforces these policies with respect to IGL TeleConnect customers only. We are not responsible for abuse actions which originate from other sites or networks on the internet.
- IGL TeleConnect strongly encourages the customer to configure the security of their wireless routers. IGL TeleConnect can assist with securing the customer wireless network when necessary.

Violations of IGL TeleConnect Acceptable Use Policy

The following constitute violations of this Acceptable Use Policy:

- **Illegal Use.** Using the Services to transmit any material (by email, uploading, downloading, posting or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
- **Harm to Minors.** Using the Services to harm, or attempt to harm, minors in any way.
- **Threats.** Use the Services to transmit any material (by email, uploading, downloading, posting or otherwise) that threatens or encourages bodily harm or destruction of property.
- **Harassment.** Using the Services to transmit any material (by email, uploading, downloading, posting or otherwise) that harasses another.
- **Sexually Explicit Material.** Using the Services to transmit material (by email, uploading, downloading, posting or otherwise) that contains explicit or graphic descriptions or accounts of sexual acts including but not limited to sexual language of a violent or threatening nature directed to another individual or group of individuals.
- **Discrimination.** Using the Services to discriminate against, victimize, harass, degrade or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability.
- **Libel or Defamation.** Using the Service to make libelous or defamatory remarks about another person or entity.
- **Fraudulent Activity.** Using the Service to make fraudulent offers to sell or buy products, items or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," "chain letters," and other forms of business fraud.

Amendment Effective June 24, 2019

- **Forgery or Impersonation.** You may not impersonate any person or entity, including any employee or representative of IGL TeleConnect. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person or entity by using forged header or other identifying information is prohibited.
- **Unsolicited Commercial Email/Unsolicited Bulk Email.** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email (also known as “spamming”). Users may not transmit such email even if the transmission provides an electronic email address to which the recipient may send a request for declining such electronic email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not this email is commercial in nature, is prohibited.
- **Unauthorized Access.** Using Services to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of IGL TeleConnect or other entity’s computer software or hardware, electronic communications system, or telecommunication system, whether or not the intrusion results in the corruption or loss of data.
- **Copyright or Trademark Infringement.** Using the Services to transmit any material (by email, uploading, downloading, posting or otherwise) that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization or distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. IGL TeleConnect reserves the right to disable, or terminate, the accounts of customers who are repeat infringers.
- **Collection of Personal Data.** Using the Services to collect or attempt to collect, personal information about third parties without their knowledge or consent. All users further agree they will not attempt to collect or use any personal information from a minor (anyone under 18 years old) without appropriate prior verifiable parental consent.
- **Reselling the Services.** Reselling the Services without IGL TeleConnect authorization. The Services are for your use only.
- **Network Disruptions and Unfriendly Activity.** Using the Services for any activity which adversely affects the ability of other people or systems to use IGL TeleConnect Services or the internet. This includes “denial of service” attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. This includes but is not limited to software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or damage or obtain unauthorized access to any data or information of any third party. It is the user’s responsibility to ensure that their network is configured in a secure manner. A user may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A user may not permit their network, through action or inaction, to be configured in such a way that gives a third party, the capability to use their network in an illegal or inappropriate manner.
- **News.** IGL TeleConnect users should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQ’s or community standards describing what is and is not considered appropriate. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups.
- **Excessive Bandwidth Use.** IGL TeleConnect reserves the right to monitor bandwidth use of its customers and may suspend or terminate the account of any customer using excessive bandwidth, excessive downloads, uploads and/or file transfers, servers other than IGL TeleConnect or hosting websites which are not hosted by IGL TeleConnect. IGL TeleConnect provides its Service based on standard internet burst speeds and is not intended for continual, maximum upload or download usage. If a customer has excessive downloads,

uploads and/or file transfers, IGL TeleConnect may suspend or terminate use of the Services immediately or additional charges may apply.

- **Compromising Security.** Using or distributing tools designed or used for compromising security, which includes but is not limited to: password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, encryption circumvention devices, or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorized by the designation host and/or network. Unauthorized port scanning, for any reason is strictly prohibited.
- **Network Consent or Services to Others.** Running programs or servers from a customer’s premise which provide network content or any other Services to others. Examples include but are not limited to: peer-to-peer file sharing, mail, ftp, http, game, newsgroup, proxy, IRC servers and multi-user interactive forums.
- **Multiple or Simultaneous Log-ins.** The use of multiple log-ins or simultaneous log-ins is prohibited. This means that customers may not dial into the same account with multiple computers at the same time. Please note that a customer is responsible for recognizing when more than one person is logged in at the same time.

Reporting Violations of IGL TeleConnect Acceptable Use Policy

IGL TeleConnect requests that any who believes there is a violation of this Acceptable Use Policy, please report such information to IGL TeleConnect, 1713 McNaughton Way, Spencer, IA 51301, 712-432-8352 or email info@iglteleconnect.com.

IGL TeleConnect may take any one or more of the following actions in response to complaints:

- ▶ Issue warnings: written or verbal
- ▶ Suspend a customer’s newsgroup posting privileges
- ▶ Suspend a customer’s account
- ▶ Terminate a customer’s account
- ▶ Bill a customer for administrative costs and/or reactivation charges
- ▶ Bring legal action to enjoin violations and/or to collect damages, if any, caused by violations
- ▶ Report any violations to the appropriate legal authorities

Indemnification

You agree to indemnify, defend and hold harmless IGL TeleConnect, its officers, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys’ fees, resulting from any violation of this Acceptable Use Policy by you. Each of these individuals or entities shall have the right to assert and enforce the provisions directly against you on its own behalf. This provision shall survive the termination of Service.

Modification to this Acceptable Use Policy

IGL TeleConnect reserves the right to modify or amend this Acceptable Use Policy, our Terms of Service or other policies and agreements at any time and in any manner. Notice of any modification or amendment will be posted and/or distributed in accordance with the Terms and Conditions Agreement.