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# INTERNET TERMS OF SERVICE

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These Internet Terms of Service are in addition to South Central Communications' Acceptable Use Policy and together the documents constitute the "Agreement" between South Central Communications ("South Central Communications" or "our") and the customer ("you" or "your"). By using South Central Communications' Internet Services and related services (collectively, the "Services"), you agree to the following terms:

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## FIBERLINK HIGH SPEED INTERNET – DSL AREAS

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- **TERM** – This Agreement is for an initial term of 12 or 24 months (promotions may differ) and shall automatically renew monthly until terminated in accordance with this Agreement. After the initial term, the customer may terminate the agreement upon (30) days notice to South Central Communications. A cancellation fee may apply. South Central Communications may in its sole discretion terminate this agreement at any time. In the event South Central Communications terminates this agreement for reasons other than breach of this agreement by the customer, then South Central Communications shall provide (30) days notice to customer. Customer is liable under this Agreement for all fees and charges until such time as the Agreement has been terminated.
- **REFUND / ACCOUNT TERMINATION** – Any customer account that has been terminated at customer request is subject to a refund for the prepaid balance minus a \$10.00 processing fee and early termination fees when applicable. All new DSL accounts require a 12 or 24 month contract. This includes and is not limited to; modem rentals, modem purchases, customer owned equipment and fiber to the home accounts. Customers not completing the contract agreement term will be charged an early termination fee of the lessor of; the total savings in months past or the remaining monthly fees of unfulfilled months in contract. Total savings include, but are not limited to; Installation and free or reduced monthly service. South Central Communications gives customers a 30 day trial period with no early termination fees applied in case of disconnect. Accounts terminated during the first month of service will be charged for an entire month of service. Customers renting modems must return the DSL modem, in good working condition to South Central Communications within two (2) weeks of disconnecting service or will be billed \$99 for the equipment.
- **INSTALLATION & ACTIVATION FEE** – All new DSL accounts will be billed a \$99 Installation and Activation Fee on their first bill. By signing a 1 or 2 year Internet service agreement customers will not be charged for installation and be billed only a \$35 Activation fee.

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## FIBERLINK HIGH SPEED INTERNET – CABLE AREAS

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- **TERM** – This Agreement for Residential Customer accounts is for an initial term of 12 or 24 months (promotions may differ) and shall automatically renew monthly until terminated in accordance with this Agreement. This Agreement for Business Customer accounts is for an initial term of 24 months and shall automatically renew monthly until terminated in accordance with this Agreement. After the initial term, the Customer may terminate the agreement upon (30) days notice to South Central Communications. A cancellation fee may apply. South Central Communications may in its sole discretion terminate this agreement at any time. In the event South Central Communications terminates this agreement for reasons other than breach of this agreement by the Customer, then South Central Communications shall provide (30) days notice to Customer. Customer is liable under this Agreement for all fees and charges until such time as the Agreement has been terminated.
- **REFUND / ACCOUNT TERMINATION** – Any customer account that has been terminated at customer request is subject to a refund for the prepaid balance minus a \$10.00 processing fee and early termination fees when applicable. All new Cable Internet accounts require a 12 or 24 month contract. This includes and is not limited to; modem rentals, modem purchases, customer owned equipment and fiber to the home accounts. Customers not completing the contract agreement term will be charged an early termination fee of the lessor of; the total

savings in months past or the remaining monthly fees of unfulfilled months in contract. Total savings include, but are not limited to; Installation and free or reduced monthly service. South Central Communications gives customers a 30 day trial period with no early termination fees applied in case of disconnect. Accounts terminated during the first month of service will be charged for an entire month of service. Customers renting modems must return the Cable modem, in good working condition to South Central Communications within two (2) weeks of disconnecting service or will be billed \$99 for the equipment.

- **INSTALLATION & ACTIVATION FEE** – All new Residential Cable Internet accounts will be billed a \$99 Installation and Activation Fee on their first bill. By signing a 2 year Internet service agreement customers will not be charged for installation and be billed only a \$35 Activation fee. All new Business Cable Internet Accounts will be billed a \$250 Installation fee.

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## FIXED WIRELESS INTERNET

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- **TERM** – This Agreement is for an initial term of 24 months (promotions may differ) and shall automatically renew until terminated in accordance with this Agreement. After the initial term, the customer may terminate the agreement upon (30) days notice to South Central Communications. A cancellation fee may apply. South Central Communications may in its sole discretion terminate this agreement at any time. In the event South Central Communications terminates this agreement for reasons other than breach of this agreement by the customer, then South Central Communications shall provide (30) days notice to customer. Customer is liable under this Agreement for all fees and charges until such time as the Agreement has been terminated.
- **REFUND / ACCOUNT TERMINATION** – Any customer account that has been terminated at customer request is subject to a refund for the prepaid balance minus a \$10.00 processing fee. A \$200 disconnect fee will be assessed to any account not completing two (2) year of uninterrupted service. Customers also not completing the initial contract will be billed for any free months of promotional service. This fee is associated to and is not limited to temporary, requested, policy violation and non-pay disconnects. Accounts canceled by South Central Communications as a result of policy violation are NOT subject to a refund. Customers who are disconnected for any reason will be required to return their Fixed Wireless equipment in good working condition to South Central Communications within two (2) weeks of disconnecting service or will be billed \$99 for the equipment. Customer may also schedule a time with South Central Communications to retrieve the equipment for a \$35 retrieval fee at time of disconnect.
- **ACTIVATION FEE** – All new Wireless accounts will be billed a \$35 Activation Fee on their first bill.

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## PAROWAN FIBER TO THE HOME

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- **TERM** – This Agreement is for an initial term of 36 months (promotions may differ) and shall automatically renew monthly until terminated in accordance with this Agreement. After the initial term, the customer may terminate the agreement upon (30) days notice to South Central Communications. A cancellation fee may apply. South Central Communications may in its sole discretion terminate this agreement at any time. In the event South Central Communications terminates this agreement for reasons other than breach of this agreement by the customer, then South Central Communications shall provide (30) days notice to customer. Customer is liable under this Agreement for all fees and charges until such time as the Agreement has been terminated.
- **REFUND / ACCOUNT TERMINATION** – Any customer account that has been terminated at customer request is subject to a refund for the prepaid balance minus a \$10.00 processing fee and early termination fees when applicable. All new Parowan Fiber to the Home accounts requires a 36 month contract. Customers not completing the contract agreement term will be charged an early termination fee of the lessor of; the total savings in months past or the remaining monthly fees of unfulfilled months in contract. Total savings include, but are not limited to; Installation, equipment and free or reduced monthly service. South Central

Communications gives customers a 30 day trial period with no early termination fees applied in case of disconnect. However, customers' discontinuing fiber service within the initial 30 days, are required to pay the complete \$600 cost of installation. Accounts terminated during the first month of service will be charged for an entire month of service.

- **ACTIVATION FEE** – All new Parowan Fiber to the Home accounts will be billed a \$250 Installation and Activation Fee on their first bill.

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## XPRESS WIRELESS INTERNET

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- **TERM** – This Agreement is for an initial term of 24 months (promotions may differ) and shall automatically renew monthly until terminated in accordance with this Agreement. After the initial term, the customer may terminate the agreement upon thirty (30) days notice to South Central Communications. A cancellation fee may apply. South Central Communications may in its sole discretion terminate this agreement at any time. In the event South Central Communications terminates this agreement for reasons other than breach of this agreement by the customer, then South Central Communications shall provide thirty (30) days notice to customer. Customer is liable under this Agreement for all fees and charges until such time as the Agreement has been terminated.
- **REFUND / ACCOUNT TERMINATION** – Any customer account that has been terminated at customer request is subject to a refund for the prepaid balance minus a \$10.00 processing fee and early termination fees when applicable. All new Xpress Wireless Internet accounts require a 24 month contract. This includes and is not limited to; equipment rentals, router purchases and customer owned equipment. Customers not completing the contract agreement term will be charged an early termination fee of \$200. The disconnect fee of \$200 will be reduced by \$50 for every six (6) months of paid service customer fulfills. Accounts terminated during the first month of service will be charged for an entire month of service. Customers renting routers must return the router, in good working condition to South Central Communications within two (2) weeks of disconnecting service or will be billed \$60 for the equipment.
- **INTERNET USAGE / DATA CAPS** – All Xpress Wireless Internet connections are subject to a monthly data cap allowance. South Central Communications offers multiple tiers of Xpress Wireless Internet packages. Customers who exceed the monthly data cap threshold for their corresponding package by 125% will have the speed of service reduced to 1.5Mbps for the remainder of the month. Customers who exceed the monthly data cap threshold for their corresponding package by 200% will have the speed of service reduced to 512k for the remainder of the month. Internet usage data cap allowances and speeds of service are reset at the beginning of each month.
- **INSTALLATION & ACTIVATION FEE** – All new Xpress Wireless Internet accounts will be charged a \$99 Installation Fee and a \$35 Activation Fee on their first bill.