

## LONG LINES® LANDLINE TERMS AND CONDITIONS

THIS DOCUMENT DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH LONG LINES (or "the Company") WILL PROVIDE ITS SERVICE TO YOU. IF YOU DO NOT ACCEPT AND WISH TO RESCIND THESE TERMS AND CONDITIONS, YOU MUST DELIVER A WRITTEN NOTICE OF CANCELLATION TO THE LOCAL LONG LINES OFFICE AND RETURN ALL EQUIPMENT IN ORIGINAL CONDITION WITHIN SEVEN CALENDAR DAYS OF ACCEPTING THIS AGREEMENT.

### 1. LONG LINES SERVICE

A. Services Defined. Long Lines offers a variety of services that are distributed through our cable plant including, but not limited to, analog and digital video and audio programming and Internet services, as well as other services that we may provide to consumers in the future (collectively "Services"). For purposes of this Agreement, the terms "You" or "Your" refer to you, the Long Lines residential customer.

B. Term of Subscription and Minimum Level of Service. You agree either to (i) maintain the minimum Services provided under the selected offer at Long Lines' standard monthly rate for the period of consecutive months set forth on the first page of this Agreement plus any additional time required by any promotions you subsequently accept, or (ii) pay a **\$175** early termination fee. You may add Additional Services at any time. In return for your service commitment, there is no charge for your initial standard service installations.

C. Additional Digital Equipment. For Long Lines Digital Cable customers, a separate Long Lines digital converter is required for each television, in order to independently tune more than one television. Long Lines may allow you to place additional converters on your account. Each additional converter will be authorized to receive the same Services as your initial converter. Long Lines may charge you a monthly converter rental fee for additional converters added to your account. If you desire to receive Services at different locations, you must open a separate account for each dwelling unit and pay a separate subscription fee. You agree that you will not directly or indirectly use a single account for the purpose of authorizing Services for multiple Long Lines converters that are not all located in the same residence. If we later determine that you did, we may terminate your Services and you agree to pay us all applicable fees and charges. Termination of Services shall not prejudice our ability to exercise any other rights and remedies Long Lines may have under this Agreement, at law, in equity, or otherwise.

D. Changes in Services Offered. Long Lines reserves the right to change channel line-up, at any time, provided only that any such changes shall be generally applied within your franchise area. We will provide you notice of the change. The notice may be provided on your billing statement or by other communication reasonably calculated to reach you. In the event of a change in the contents of any programming, programming packages or other Services, you understand and agree that we have no obligation to replace or supplement the programming, programming packages or other Services previously offered that have been deleted, rearranged or otherwise changed. You further understand and agree you will not be entitled to any refund or be entitled to a release from your obligations under this Agreement because of a change in the contents of any programming, programming packages, or other Services.

### 2. BILLING POLICIES AND PAYMENT FOR SERVICES

A. You agree to pay all amounts billed for Services and to pay all taxes, fees, and other charges, if any, which are now or may in the future be assessed on the Services you receive from us. We will bill you each month, in advance, for Services ordered by you or anyone who uses your Long Lines Equipment, whether with or without your permission, until you cancel the Services. The bills you receive will show the total amount due, the payment due date, payments, credits, purchases and other charges to your account.

B. You agree to pay us in full by the monthly payment due date indicated on your bill for the Services and for any other charges due us. Payment of your bill after the due date will result in the assessment of a Late Payment Fee in accordance with our Company policy and state law, where applicable. Please see the annual notice for additional Late Payment Fee information. Other fees and charges may also be assessed. If partial payments are made, they will be applied first to the oldest outstanding bill. If you send checks or money orders marked "payment in full," we can accept them without losing any of our rights to collect any other amounts owed by you, notwithstanding your characterization of the payment. Long Lines does not extend credit to our customers, and you acknowledge and agree that the Late Payment Fee is not interest, a credit service charge, or a finance charge. You understand and agree that in the case of nonpayment for any Services ordered by you or for any of the charges stated below, we may report such nonpayment to consumer reporting agencies. If you do not pay your bill by the due date, we have the right to disconnect your Services at any time thereafter, in our sole discretion and to collect the

charges and fees set forth herein.

C. You understand and agree that Long Lines may obtain consumer report(s) about you from a consumer reporting agency regarding your creditworthiness, credit standing and credit capacity (and your eligibility to qualify to receive this offer from Long Lines) and, upon your written request, Long Lines will disclose to you the nature and scope of such consumer report(s). In compliance with the Fair Credit Reporting Act, you authorize Long Lines and/or any consumer reporting agency to obtain consumer report(s) concerning you.

D. If you at any time fail, neglect, or refuse to make timely payments hereunder, or if a petition in bankruptcy shall be filed on your behalf or against you, or if you take advantage of any insolvency law or become insolvent or make an assignment for the benefit of creditors, or if a converter, liquidator, or trustee is appointed for your property or affairs, we shall have the right to terminate this Agreement and be wholly relieved from our obligations hereunder.

E. You agree that Long Lines may pursue all avenues of collection, including the use of collection agencies. If we use a collection agency or attorney to collect money you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action. These costs might include, but are not limited to, the costs of a collection agency, reasonable attorneys' fees and court costs. If there are billing errors or other requests for credit, you may contact our Customer Service Center or the local Long Lines office in person, by telephone or in writing. You must contact us within sixty (60) days of the time you receive the billing statement for which you are seeking corrections. Failure to timely notify us of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before the next billing statement is issued to avoid an administrative fee for late payment. All payments for Services must be made directly by you to us.

### 3. CANCELLATION/TERMINATION OF SERVICE

A. Your Service will continue until cancelled in writing at the local Long Lines office. Please be aware that if you cancel your service prior to the expiration of your minimum service commitment for any reason, a **\$175** early termination fee will apply. If you elect to terminate early you may lose the ability to participate in future promotions.

B. You may rescind this agreement without financial obligation, except for the obligation to return the equipment by delivering a written notice of cancellation to the local Long Lines office within seven (7) calendar days of service activation and returning to Long Lines all equipment, including promotional items, in the original condition.

C. In the event that you move to a location outside of the service area of Long Lines, then we agree to permit early termination with thirty (30) days notice without further penalty as long as all equipment and promotional items are returned in their original condition.

D. Long Lines has the right to terminate your Services at any time (and charge your Card for the amounts set forth in Paragraph 1.B and 2.E without providing notice to you) if: (i) you fail to pay your bill when it is due; (ii) we receive confirmation that you have received the Services or any part of the Services without paying for them; or (iii) you otherwise violate the terms of this Agreement. You understand that, if Service is terminated for failure to timely make payment, payment of a reconnection fee, amounts due, outstanding equipment and/or other payments may be required before Long Lines will reinstate service.

E. If you cancel or your Service is cancelled for any reason, you are still responsible for the return of any Long Lines equipment and payment of all outstanding balances accrued.

F. You are required to return all Long Lines equipment in good working condition when you terminate, cancel, or discontinue services with Long Lines. If you fail to return the leased equipment, you agree to purchase such equipment from Long Lines.

### 4. TRANSFER OF ACCOUNT, SERVICES OR EQUIPMENT

Long Lines may sell, assign or transfer your account to a third party without notice to you. You may not assign or transfer your Services without our written consent.

### 5. LIMITATION OF OUR LIABILITY

A. LONG LINES WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE OR LIABLE FOR ANY DELAY OR FAILURE TO PERFORM, IF SUCH DELAY OR NONPERFORMANCE ARISES IN CONNECTION WITH THE TERMINATION OF ALL OR A PORTION OF THE SERVICES, SATELLITE TRANSMISSION FAILURE, THE FAILURE OF THIRD PARTY PROGRAMMING SUPPLIERS TO FULLFILL PROGRAMMING COMMITMENTS, THE RELOCATION OF ALL OR A PORTION OF THE SERVICES TO DIFFERENT

SATELLITE(S), A CHANGE IN THE FEATURES AVAILABLE THROUGH YOUR LONG LINES EQUIPMENT OR ANY ACTS OF GOD, FIRES, EARTHQUAKES, FLOODS, POWER OR TECHNICAL FAILURE, ACTS OF ANY GOVERNMENTAL BODY OR ANY OTHER CAUSE BEYOND LONG LINES' CONTROL. LONG LINES WILL NOT BE LIABLE FOR ANY DAMAGE RESULTING FROM LOSS OF RECORDED MATERIAL OR THE PREVENTION OF RECORDING DUE TO ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT. LONG LINES MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, REGARDING THE EQUIPMENT OR ANY SERVICES FURNISHED TO YOU. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL LONG LINES HAVE ANY LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO THE EQUIPMENT OR RESULTING FROM OUR FURNISHING OR FAILURE TO FURNISH ANY SERVICES OR EQUIPMENT TO YOU, OR FROM ANY FAULT, FAILURE, DEFICIENCY OR DEFECT IN SERVICES OR EQUIPMENT FURNISHED TO YOU.

B. It is your responsibility to impose any restrictions on viewing by you, other members of your household, or guests, and Long Lines shall have no liability to anyone due to or based on the content of any of the Services furnished to you.

## 6. VIOLATIONS OF LAW

A. The Services provided may only be used for lawful purposes. It is a violation of U.S. federal and state laws to receive any video Services, or any portion of such Services, without paying for them. The penalties for violating such laws can range from imprisonment to civil damage awards of up to \$50,000 per violation in the case of multiple violations.

B. Please see the complete text of Long Lines' Acceptable Use Policy at [www.longlines.com](http://www.longlines.com) for information regarding your legal obligations that accompany your use of Long Lines' Internet service. Generally, however, you are responsible for any misuse of the Internet service that you have contracted for, even if the inappropriate activity was committed by a friend, family member, guest, employee or customer with access to your account. Illegal activities include, but are not limited to, posting or disseminating material which is unlawful (such as child pornography or obscene material), harassing other Internet users, disseminating material which violates the copyright or other intellectual property rights of others, compromising the security of another person's computer, including Long Lines' servers, pyramid or other illegal soliciting schemes and any other fraudulent activities, including impersonating any person or entity or forging anyone else's digital or manual signature.

## 7. MISCELLANEOUS

A. Privacy. Any personally identifiable information which has been collected by Long Lines may be used for marketing, promotional and other business purposes by Long Lines and its affiliates and agents but will not be provided to third parties unaffiliated with Long Lines without your permission, with the exception of what Long Lines determines to be proper requests for information from government or pursuant to apparently valid legal process. With reference to Long Lines' Internet service, Long Lines will not monitor, edit or disclose the contents of your private communications unless required by apparently valid legal process or if we believe that such action is necessary to: (i) keep Long Lines' Internet service and the communications of its customers within the boundaries of the law; (ii) protect and defend the rights or property of Long Lines; (iii) protect the personal safety of its customers or the public; or (iv) to investigate activity that violates these Terms and Conditions or Long Lines' Acceptable Use Policy. Phone subscribers are directed to review their phone subscriber agreement for the applicable privacy provisions.

B. Physical Address/Change of Address. When setting up your Long Lines account, you agree to provide us with the physical street address where the Equipment will be located. A post office box does not constitute a physical address and is not sufficient to meet this requirement. You agree to give us prompt notice of your change of name, mailing address, physical address where the Equipment is located, and telephone number. You may do this by notifying our Customer Service Center by telephone, e-mail or in writing.

C. Notice. If we send you notice, it will be considered given when deposited in the U.S. Mail, addressed to you at your billing address or hand-delivered to you. Our notice to you will also be effective if provided on your billing statement or by telephone. If you give notice to us, it will be deemed given when received by your local Long Lines office.

D. Severability. If any provision in this Agreement is declared to be illegal or in conflict with any law or regulation, that provision may be deleted or modified to the extent necessary, without affecting the validity of any other provisions or the overall agreement.

E. Eligibility. You must be at least 18 years of age to assume the responsibilities of this Agreement. You must reside in the continental U.S. and in a location served by Long Lines, have a valid American Express, Discover, MasterCard or Visa credit or debit card ("Card") in your name and associated with your account. Long Lines will not be bound by this Agreement until Long Lines has verified that the Card information you provide is accurate and that your Card is in good standing for the

duration of the term of this Agreement. If that standing becomes impaired, you must immediately notify Long Lines and must reinstate that Card in good standing or substitute another Card in good standing or risk termination of service and early termination fees.

F. Other. These Terms and Conditions, any related Promotional Service Agreement and Equipment Agreement, and the current annual notice contain the entire agreement between Long Lines and you, the customer. No salesperson, installer, customer service representative, authorized retailer, or other individual is authorized to change or supplement such agreements unless in writing and approved by a Long Lines manager. Long Lines may, however, change the terms and conditions of this Agreement in the future by sending you such changes and specifying that they shall be effective as of the next payment due date. The terms of this Agreement that either are expressly stated to survive or by their nature would logically be expected to survive termination shall continue after termination until fully performed.

G. Applicable Law. By ordering services pursuant to and in accordance with the terms of this Agreement, you agree that the internal laws of the State of Iowa without regard to the principles of conflicts of law, will govern this Agreement and any dispute of any kind that arises between you and the Company or its affiliate, and you further agree that any dispute arising from or relating to this Agreement, including but not limited to, any and all disputes regarding services delivered pursuant to this agreement or charges assessed under this Agreement, will be subject to binding arbitration under the commercial rules of the American Arbitration Association. The arbitration shall be conducted in Woodbury County, Iowa, before neutral arbitrators.

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