



## TERMS AND CONDITIONS

The services referenced in the Terms and Conditions document ("Service" or "Services") are offered to Customer by Dobson Technologies – Transport and Telecom Solutions, LLC d/b/a Dobson Fiber ("Seller") and its controlled affiliates. The Terms and Conditions between Seller and Subscriber sets forth the legal rights and obligations governing the Seller's offer, provisioning and delivery of Services and Subscriber's receipt and use thereof.

The Seller will provide all services that you, the Subscriber, request, on the following terms and conditions. All Seller services are referred to as "Service" or "Services". If you receive Seller's internet service, you will also be bound by the Seller's Acceptable Use Policy. Seller's Acceptable Use Policy can be accessed at <https://dobson.net/legal>.

### A. Seller's Obligations

Install in a workmanlike manner, the Seller's necessary equipment and materials.

Maintain Seller equipment in accordance with reasonable industry standards and applicable regulations. Seller shall have no responsibility for the maintenance of your internal wiring. These obligations do not include responsibility for loss of stored content on any devices or for any damage to your devices as a result of pin defects or alignment. Seller cannot guarantee speeds or service, Seller will provide the fastest available speed for your rate plan.

### B. Your Obligations

Pay all installation, service or other charges on receipt of Seller's bill. Charges are according to Seller's rate schedule or tariff applicable at the time Services are rendered. Monthly service rates may be subject to additional local fees, taxes or other charges. Some fees and charges are payable in advance. If you terminate Service, Seller will schedule your cancellation at the next available bill cycle. If you or Seller terminate Service, Seller may transfer outstanding balances for Services provided under these Terms and Conditions to other accounts that you have with Seller. If you fail to make timely payment, Seller may terminate Service, remove Seller equipment and impose late fees and collection trip fees, if applicable. Late fees and collection trip fees will not exceed the maximum amount permitted by law. Provide Seller's employees and representatives with a safe working environment. Assume complete responsibility for improper use, damage or loss of any equipment furnished by Seller. Allow Seller employees access into your premises to install, maintain or repair, upgrade (if any), and remove Seller equipment. If you are not home at the time of a service call, you authorize any other adult resident or guest at your residence to grant Seller access to your premises. Any attempted assignment or transfer of the Services is a breach of this Agreement. If you do not own your premises:

- i. You represent that you have obtained necessary permission from the owner to install Seller's equipment (including, without limitation, equipment attached to the outside of the premises); and
- ii. You will indemnify Seller from all claims of the owner in connection with the installation and provision of the Services.

### C. Equipment

All Seller Equipment and embedded Software (Equipment) provided to you by Seller or its agent will remain the property of Seller. Seller shall have the unrestricted right, but not the obligation, to install



or modify the software in any of the Equipment. It is a material breach for you to copy, duplicate, reverse engineer or in any way tamper with or interfere with any Software provided to you by Seller. You also agree:

- I. To use the Equipment only for receiving Services ordered from or through Seller.

To promptly return the Equipment to Seller in good condition and without any encumbrances, except for ordinary wear and tear resulting from proper use, immediately upon discontinuance of Service. If you do not promptly return the Equipment or if it is damaged or encumbered, ("Unreturned Equipment"), the damages Seller will incur will be difficult to ascertain. The Seller reserves the right to remove any or all of the Seller provided equipment at the Subscribers premise. Subscriber agrees to pay, and Seller may charge your account, a liquidated damages amount equal to Seller's reasonable estimates of the replacement costs and incidental costs that Seller incurs; provided, however, that such amount will not exceed the maximum amount permitted by law (the "Unreturned Equipment Charge"). This provision shall survive the termination or expiration of this Agreement.

#### **D. TCPA Consent.**

Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from Seller, our agents, representatives, affiliates, or anyone calling on our behalf, Subscriber expressly consents to be contacted by Seller, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes arising out of or relating to your Services and/or account, at any telephone number, or physical or electronic address Subscriber provides, or at which Subscriber may be reached. Subscriber agrees Seller may contact Subscriber in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by Subscriber or someone else. In the event that an agent or representative calls, he or she may also leave a message on Subscriber's answering machine, voice mail, or send one via text. Subscriber consents to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from Seller, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) Subscriber has provided to Seller, or numbers we can reasonably associate with Subscriber's account (through skip trace, caller ID capture or other means), with information, marketing information, or questions about your Services and/or account. Subscriber certifies, warrants and represents that the telephone numbers that Subscriber has provided to Seller are Subscriber's contact numbers. Subscriber represents that Subscriber is permitted to receive calls at each of the telephone numbers Subscriber has provided to Seller. Subscriber agrees to promptly alert Seller whenever Subscriber stops using a particular telephone number. Subscriber's cellular or mobile telephone provider may, or may not, charge Subscriber for Seller's contacts according to the type of plan Subscriber carries. Subscriber also agrees that Seller may contact Subscriber by email, using any email address Subscriber has provided to Seller or that Subscriber provides to Seller in the future. Seller may listen to and/or record phone calls between Subscriber and Seller and our representatives without notice to Subscriber as permitted by applicable law. For example, Seller may listen to and record calls for quality monitoring purposes. Subscriber may opt out of this Consent at any time by replying to any contact or message provided by or sent by Seller confirming Subscriber's desire to opt out of this Consent.

#### **E. Limitation of Warranties and Liability**

Seller, its parents, affiliates, subsidiaries, agents, employees, representatives, successors and assigns collectively and individually, the ("seller group") make no warranties, expressed or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, as to



the equipment furnished to you and/or services provided. the seller group shall not be liable for damages for failure to furnish, or the degradation or interruption of any services, for any lost data or content, identity theft, for any tv screen burn-in, pin misalignment, uneven tv screen wear, stuck pixels, phosphor burn, files or software damage, regardless of cause. The Seller shall not be liable for damage to property or for injury to any person arising from the installation, maintenance or removal of equipment, software, wiring or the provision of services. You hereby indemnify and hold harmless the Seller from any claims, actions, proceedings, damages and liabilities, including attorneys' fees, arising out of (i) such damage or injury resulting from any claim that your use of the service infringes on the patent, copyright, trademark or other intellectual property right of any third party, (ii) any breach or alleged breach by you of this agreement; or injury to person or property resulting from your gross negligence. Under no circumstances will the Seller be liable for any incidental, indirect, punitive, special or consequential damages. The Seller's maximum total liability to you arising under this terms and conditions shall be limited to the amount actually paid by you for the prior month of service.

#### **F. Pole Attachments**

If Seller makes use of poles owned by the local telephone Seller and/or the electric company, the continued use of these poles is in no way warranted by Seller. You agree that you will make no claim or take any action against Seller or utility if Service to be provided by Seller hereunder is disrupted or discontinued due to unavailability of the poles.

#### **G. Breach of Agreement**

If you breach this Agreement, or any other agreement referenced herein, Seller has the right to terminate this Agreement and enter your premises to remove any or all of its equipment. Seller failure to require your strict performance of any term of this Agreement shall not be construed as a waiver of Seller's right to require strict performance of the same or any other term or condition in this Agreement.

#### **H. Entire Agreement**

This Agreement, any applicable tariffs and other agreements specifically referenced herein constitute the entire agreement between Seller and you for the Services and Equipment. The invalidity or unenforceability of any term of this Agreement shall not affect the validity or enforceability of any other provision.

#### **I. Text Messaging**

By placing an order or filling out an online inquiry form, Subscriber agrees to receive text messages from Seller. Message frequency varies. Message and data rates may apply. Reply STOP in the text message to opt out of future text messaging. Review our Privacy Policy online at <https://dobson.net/privacy-policy> or email us at [customerservice@dobson.net](mailto:customerservice@dobson.net).