

Jo-Carroll Energy, Inc. (NFP)
dba JCE Co-op Fiber

SERVICES CATALOG

Including:

Acceptable Use Policy
Battery Backup Notice
Copyright Infringement Policy
Data Privacy Policy
E911 VoIP Disclosure
Network Management Policy
CPNI Password Set Up Details

October 8, 2024

JCE Co-op Fiber is a division of JCE Co-op, assumed name of Jo-Carroll Energy, Inc. (NFP)

Table of Contents

IDENTIFICATION OF SERVICES INCLUDED

These terms and conditions govern all services provided by Jo-Carroll Energy, Inc. (NFP) (the "Company") dba JCE Co-op. Additional and/or Commercial services provided on a case-by-case basis shall be governed by the General Terms and Conditions herein in addition to any and all service-specific agreements and/or Order forms.

TABLE OF CONTENTS

PART 1 General Terms and Conditions

PART 2 VoIP Telephone Service

PART 3 Broadband Service

PART 4 Service Price List

APPENDICES

Table of Contents

TABLE OF CONTENTS

Part 1 -- General Terms and Conditions

Overview, Priority and Changes to Service Catalog	p.6
1.1 Application of Terms	p.7
1.2 Obligation and Liability of the Company	p.7
1. Availability of Facilities	
2. Allowance for Failure of Service	
3. Transmitting Messages – Security	
4. Use of Connecting Company Facilities	
5. Defacement of Property	
6. Limitation of Liability	
1.3 Establishment and Maintenance of Credit	p.9
1. Establishment of Credit	
2. Amount of Deposits	
3. Deposits and Collection Practices.	
4. Deposit Refunds	
5. Criteria for Procurement of Deposits	
1.4 Establishment and Furnishing of Service	p.10
1. Application for Service	
2. Access Rights	
3. Safe Working Environment	
4. Alterations	
5. Maintenance and Repairs	
6. Unusual Installation Costs	
7. Construction Charges	
8. Installation and Service Charges	
9. Minimum Contract Period	
1.5 Network Connections and Use of Service and Facilities	p.12
1. Demarcation Point.	
2. Use of Member Service	
3. Connection of Customer Premise Equipment and Wiring	
1.6 Payment for Service and Facilities	p.13
1. Payment for Service	
2. Application of Residence and Business Rates	
3. Taxes or Fees Billed to Members	
4. Service Check – Customer Premise Equipment and Wiring and Repairs	
5. Late Payment Charges	
6. Returned Check Charge	
7. Service Charge for Reconnection	
8. Adjustment of Charges	
1.7 Termination or Suspension of Service	p.14
1. Termination or Suspension	
2. Notice of Disconnection	

Table of Contents

1.8	Member Complaints and Disputes	p.16
-----	---	------

Part 2 – VoIP Telephone Service

2.1	VoIP Telephone Service	p.17
	1. General Information	
	2. Services	
	3. Local Calling Area	
2.2	Optional Calling Services	p.17
2.3	Telephone Numbers, Directories, Directory Listings	p.17
	1. Telephone Numbers	
2.4	Information Services and Calling Restrictions	p.17
	1. Local Operator Services	
	2. Local Directory Assistance	
	3. Toll Blocking Service	
	4. Information Service Access Blocking	
	5. Billed Number Screening Service	
2.5	Miscellaneous Services	p.18
	1. Foreign Exchange Service	
	2. Off Premise Extensions	
	3. Emergency Number Service (911, E911 and NG911)	
	4. Other Service Offerings	
	5. Lifeline Assistance	
	6. Long Distance Service	

Part 3 – Broadband Service

3.1	General	p.21
3.2	Types of Services	p.21
3.3	Acceptable Use Policy	p.21
3.4	Copyright Protection Notice	p.21
3.5	Network Management and Performance	p.21
3.6	Member-initiated Speed Test Information	p.21
3.7	Price List/Rate Card	p.21
3.8	Network Testing Obligations of the Company	p.21
3.9	Lifeline for Broadband Service	p.22
3.10	Affordable Connectivity Program (ACP)	p.22

Part 4 – Services Price List

4.1	Services Price List	p.23
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Table of Contents

Appendices

A	Acceptable Use Policy	p. 24
B	Battery Backup Policy	p. 30
C	Copyright Protection Notice	p. 31
D	Data Privacy Policy	p. 33
E	E911 VOIP Disclosure	p. 37
F	Network Management Policy	p. 39
G	CPNI Password Set Up Details	p. 42

OVERVIEW OF SERVICE CATALOG

These Terms and Conditions and (where applicable) the following additional documents (collectively, "Service Catalog") shall apply to all products and Services the Company provides to members:

Rate Schedules. A "Rate Schedule" means a service price sheet or similar pricing schedule (including related attachments) or other document that is included in Part 4 of these Terms and Conditions or that is later executed by the parties and references these Terms and Conditions. A Rate Schedule includes the Services, the pricing (including discounts and commitments, if applicable), the pricing term (if applicable) and may contain or incorporate by reference other service specific terms and conditions.

Policies. A "Policy" means a Company policy that applies in accordance with its terms to any Service or Service capability within its scope, as may be modified by the Company from time-to-time. The Company's policies can be found in the attached Appendices and include the following:

- The Company's **Acceptable Use Policy**, included herein in Appendix A and referenced in Part 1 and 3 of these Terms and Conditions.
- The Company's **Battery Backup Policy**, included herein in Appendix B of these Terms and Conditions.
- The Company's **Copyright Protection Policy** regarding copyright infringement and infringement notices, included herein in Appendix C and referenced in Part 3 of these Terms and Conditions.
- The Company's **Data Privacy Policy**, included herein in Appendix D of these Terms and Conditions.
- The Company's **E911 VOIP Disclosure** relating to IP-enabled 911 Services, included herein in Appendix E of these Terms and Conditions.
- The Company's **Network Management Policy**, included herein in Appendix F and referenced in Part 3 of these Terms and Conditions.

Service Contracts. "Service Contracts" means service orders, service contracts, service level agreements, service-specific terms and conditions and similar documents signed by or provided to the member containing specific descriptions, pricing and other terms and conditions for products, services or service components that are not covered by these Terms and Conditions or that are in addition to or different from these Terms and Conditions.

PRIORITY OF SERVICE PUBLICATIONS

The order of priority of the Company's Service Catalog is:

- a. For prices: The applicable Rate Schedule found at (a) the company's website; (b) the Price List in Part 4 of this service catalog; or (c) any service agreement signed by the member.
- b. For Terms and Conditions: The Company's Bylaws, any applicable Service Contract, Policies, and these Terms and Conditions; provided that for any regulated services a rule may be first in priority in any jurisdiction where the applicable law or regulation does not permit contract terms to take precedence over inconsistent terms and conditions.

If a conflict exists among provisions of the Company's Service Catalog, such conflicts will be resolved in accordance with the preceding order of priority; provided that specific terms will control over general provisions and negotiated or added terms, conditions or pricing will control over standardized, published, or non-negotiated terms, conditions and pricing.

CHANGES TO SERVICE CATALOG

Unless otherwise provided in your Service Catalog, the Company may revise its Service Catalog at any time. If the Company revises a Service Publication, the revision has a materially adverse impact on member, and the Company does not implement revisions that remedy such materially adverse impact within 30 days after receipt of notice from member, then member may, as member's sole remedy, elect to terminate the affected service or service components as provided in Part 1, Section 1.7.

1.1 APPLICATION OF TERMS

The General Terms and Conditions set forth in Part 1 of this Service Catalog apply to all products and services the Company provides member pursuant to this Service Catalog and shall continue in effect so long as Services are provided under this Service Catalog. To the extent applicable to any service, services are also subject to the service-specific terms and conditions set forth in other Parts of this Service Catalog.

In the event of any conflict between these General Terms and Conditions and the service-specific terms and conditions set forth in other Parts of this Service Catalog, the service-specific terms and conditions shall control.

1.2 OBLIGATION AND LIABILITY OF THE COMPANY

1. Availability of Facilities. The Company's obligation to furnish services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for such facilities, except as provided for in 1.4 (7) Contribution in Aid Construction Charges.
2. Allowance for Failure of Service. The Company does not guarantee uninterrupted working of its service or equipment. In case service is interrupted other than by the negligence or willful act of the member, 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 the Company. Adjustments will be made in the form of a bill credit. No other liability shall in any case attach to the Company.
3. Transmitting Messages – Security. The Company does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to these Terms and Conditions. Access to and use of any information or data obtained by member or any user via use of service is at the member or user's own risk, and the Company is not responsible for the accuracy, reliability or security of such information. The Company makes no attempt to verify accurate receipt of any messages and the Company is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries, viruses, e-mail filtering, service interruptions, etc. The Company makes no representations, warranties, or assurances regarding the security of any system or network, or the protection or privacy of email or other information transferred or communicated through the Internet or any other system or network. The Company shall not be liable for any breach of security arising from or in connection with a member's or user's use of service or the Company's network.

4. Use of Connecting Company Facilities. Facilities of other companies may be used in establishing connections to points not reached by this Company's facilities. In establishing connections with the facilities of other companies, the Company does not assume any liability for any action of the connecting company.
5. Defacement of Property. The Company or any authorized contractors shall exercise care in all work done on a member's property. No liability shall attach to the Company by reason or act of an authorized contractor, or of any defacement or damage to the members' property resulting from the existence of the Company's instruments, apparatus and associated wiring on such property, or by the installation or removal thereof, unless such defacement or damage is the result of the negligence of the Company, or its employees. Notwithstanding the foregoing, member acknowledges and agrees Company is not liable for any and all acts of its authorized contractors.
6. Limitation of Liability. The Company shall not be liable for any damages arising out of or relating to:
 1. service defects, service levels, delays or any service error or interruption, including interruptions or completing any 911 or other emergency response calls or any other calls or transmissions (except for credits explicitly set forth in this Service Catalog);
 2. interoperability, access, or interconnection of the services with applications, data, equipment, services, content or networks provided by member or third parties;
 3. lost or altered messages or transmissions;
 4. unauthorized access to or theft, alteration, loss, or destruction of member's (or its affiliates', users' or third parties') applications, content, data, programs, information, networks or systems;
 5. equipment, network or facility maintenance, upgrades, modifications or relocations;
 6. any loss, damage, failure, or impairment of service in connection with customer premise equipment and wiring.
 7. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism, epidemic, pandemic, work stoppage, supply chain issues, civil commotion, blockade, revolution, insurrection, mobilization, strike, labor trouble, any labor, material, or transportation shortage or curtailment, government regulation, and government actions;
 8. service, equipment, network, or facility failure caused by the loss of power; or
 9. service, equipment, network, or facility failure caused by negligent or more culpable acts or omissions by member (or its affiliates, users or third parties).
 10. Acts of Company's authorized contractors.

The member indemnifies and holds the Company harmless against claims for libel, slander, or infringement of patents arising from combining such customer premise equipment and wiring with the facilities of the Company.

FOR A PERIOD OF TWO (2) YEARS TO THE EXTENT PERMITTED BY LAW, THE COMPANY'S TOTAL LIABILITY FOR ANY CLAIM CONCERNING SERVICES OR EQUIPMENT PROVIDED UNDER THIS SERVICE CATALOG, INCLUDING FOR ANY EXPRESS OR IMPLIED WARRANTIES, IS LIMITED TO A VALUE OF \$1,000.00, WHETHER SUCH CLAIM OR REMEDY IS SOUGHT IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR TREBLED OR ENHANCED DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1.3 ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit. The Company is not obligated to provide service to any individual or firm that owes for services previously rendered by the Company at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. Applicants for service may be required to pay in advance of installation, the service connection, installation and/or construction charges and any recurring charges to be assessed on the first monthly bill statement. In order to ensure the payment of all charges due for its service, the Company may require any member to establish and maintain credit in one or more of the following ways:
 - a. by authorizing a commercial credit check by the Company.¹
 - b. by furnishing credit references acceptable to the Company.
 - c. by means of a cash deposit.
 - d. by advanced payment of service connection, installation, construction, and first monthly recurring service charges.

2. Amount of Deposits
 - a. The Company may require a deposit in order to establish service.
 - b. Unless otherwise provided by law, the amount of deposit required shall not be more than the maximum charge for three (3) months service or as may be required by the Company in cases involving service for short periods or special occasions. The Company may require the member to increase the amount of the deposit at any time, if the charges billed against the member are found to warrant such an increase.
 - c. The Company will maintain records which show the name and address of each depositor, the amount and date of the deposit and each transaction concerning the deposit. Unclaimed deposits shall be disposed of in accordance with applicable state laws.

3. Deposits and Collection Practices. The fact that a deposit has been made in no way relieves the applicant or member from complying with the Company's regulations as to advance payments and the prompt payment of bills; nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of sums due the Company for services rendered. The Company may discontinue Services to any member failing to pay current bills regardless of the fact that such member has made a deposit with the Company to secure payment of such bills, or has furnished the Company with a guarantee in writing for such bills.

4. Deposit Refunds
 - a. The deposit shall be refunded or credited to the member after not more than twelve (12) consecutive months of prompt payment, unless the Company has documented information which indicates the deposit is necessary to insure payment.

5. Criteria for Procurement of Deposits. The Company will use the following criteria to determine whether to request a deposit:
 - a. False credit information
 - b. Unsatisfactory credit history
 - c. Requests for special construction or equipment.
 - d. Outstanding indebtedness to the Company

¹ Companies who make use of commercial credit checks may incur reporting obligations under Red Flag Privacy reporting rules.
Jo-Carroll Energy, Inc (NFP) Services Catalog Page 9 of 42

1.4 ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service. Applications for service may be made orally, electronically, or in writing. These applications become contracts upon the establishment of the Services. In addition to any required deposit, applicable recurring charges will appear on the first monthly bill statement, and non-recurring service and construction charges may also be required in advance. The terms and conditions specified for such contracts are subject to these Terms and Conditions as applicable to the service to be furnished. Any change to these Terms and Conditions shall act as a modification of the contract to that extent, without further notice.
2. Access Rights. Member will in a timely manner allow the Company access as reasonably required for the services to property and equipment that member controls and will obtain at member's expense timely access for the Company as reasonably required for the services to property controlled by third parties such as Member's landlord. The Company will coordinate with and, except in an emergency, obtain member's consent to enter upon member's property and premises, which consent shall not be unreasonably withheld. Access rights include right to construct, install, repair, maintain, replace and remove equipment and/or facilities (including access lines and network facilities) and the right to use ancillary equipment space outside or within a building for member's connection to the Company's network. Except as otherwise agreed by the Company, the member must furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as the Company reasonably requires for the services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Member must provide the Company timely information and access to member's facilities and equipment as the Company reasonably requires for the services, according to a mutually agreed schedule.
3. Safe Working Environment. Member will ensure that the location at which the Company installs, maintains, or provides services is a safe working environment, free of Hazardous Materials or unsafe conditions, free of interference from persons or pets, and reasonably suitable for the services. For purposes of the preceding, "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. Member will ensure that all pets, poultry, and livestock at the location are properly restrained prior to Company entry. Member will also ensure that the working environment is free from obstructions, hazards, and interference. The Company shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.
4. Alterations. The member agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by the member necessitate changes in the Company's facilities. The member agrees to pay the Company's charges for such changes.
5. Maintenance and Repairs. All expense of maintenance and repair of services or facilities provided by the Company will be borne by the Company. The member will be held responsible for restoration or replacement costs in case of loss of, damage to, or destruction of any of the Company's facilities not due to normal use. Members may not rearrange, disconnect, or remove or permit others to rearrange, disconnect, or remove any Company owned facility installed by the Company unless provided elsewhere in these Terms and Conditions.
6. Unusual Installation Costs. Where special requirements of the member involve unusual construction or installation, the member may be required to pay additional costs as provided elsewhere in these Terms and Conditions.

7. Construction Charges.

- a. The Company may assess construction charges for the installation of facilities beyond the existing Company facilities.
- b. The Company may assess construction charges to the appropriate party which may include, but is not limited to, the service applicant, individual owner, or land developer.
- c. Construction charges may include all costs associated with the installation of facilities, including but not limited to, engineering, labor, legal, material, right-of-way, and contractor costs.
- d. Full payment of construction charges is required prior to the commencement of the work.
- e. The party paying the construction charges does not obtain any rights of ownership or any other rights pertaining to facilities installed by the Company. All facilities installed by the Company shall be under its exclusive control.
- f. Types of Network Additions governed by Construction charges may include:
 - 1) Line Extensions
 - 2) Temporary or Speculative additions
 - 3) Special Type or Request
 - 4) Real Estate Developments and Subdivisions
 - 5) Multi-Dwelling Units or Apartment Complexes

8. Installation and Service Charges

- a. Service charges for Telephone and Broadband services apply to connect, move, or change each individual service and facilities according to the components of work required.
- b. The Company may allow service charges for bundled services that are lower than the sum of the individual service charges for each respective service.
- c. Please refer to Part 4 for a listing of our Service Charges.
- d. Service Charges are in addition to the other applicable rates and charges located in other parts of these Terms & Conditions, including Construction Charges.
- e. Service Charges **do apply** for:
 - 1) Establishing service at the member's request.
 - 2) Move of service from one premise to another at the member's request.
 - 3) Account name changes at the member's request.
 - 4) Changes of service type, features, etc. at the member's request.
 - 5) Rearrangement or relocation of facilities at the member's request.
 - 6) Reconnecting a service after disconnection for non-payment.
 - 7) Service check charges for visits to member premises when the service trouble is determined to be caused by the customer premise equipment and wiring.
- f. Service Charges **do not apply**:
 - 1) When any change is made and initiated by the Company.
 - 2) When Services are reestablished at a secondary location immediately following the rendering of the member's primary location as unfit for occupancy, including, but not limited to fire, flood, etc.

9. Minimum Contract Period

- a. Except as specified elsewhere in these Terms and Conditions, the minimum contract period is one (1) month from the date Service or additions to Service are established and the minimum charge is the authorized rate for one (1) month. For purposes of rate administration each month is considered to have thirty (30) days.
- b. The Company may require a contract period longer than one (1) month at the same location for unusual construction necessary to meet special demands and involving extra costs.

1.5 NETWORK CONNECTIONS AND USE OF SERVICE AND FACILITIES

1. Demarcation Point. Members are connected to the Company's network at a point of demarcation. The demarcation point is either outside or inside the premise and is typically the location where the Company's network is terminated and grounded. Connection of new inside station wiring to the network shall only be made at the demarcation point. Connections of inside station wiring to the network, and any installation of customer premise equipment, shall only be made at the demarcation point and shall be made in accordance with any applicable state or federal laws governing the installation and use of customer premise equipment and wiring. It is the member's responsibility to ensure compliance with any applicable federal or state laws, including but not limited to FCC rules, the National Electric Code, and applicable state rules and regulations.
2. Use of Member Service
 - a. Service is furnished on a retail basis for residential or business use only. Service accounts are assigned to members only, and the member(s) in whose name the account is established will be the account owner(s) for all purposes. Account owners shall be responsible for any and all use of the subscribed service. Members will cooperate with the Company to prevent third parties from gaining unauthorized access to services via the member's facilities.
 - b. Services must be used in compliance with the applicable Service Catalog, including all applicable Company Policies. Without limiting the preceding, members shall not use services for fraudulent, abusive, unlawful, or destructive purposes or in any manner that causes interference with the Company's or another Service subscriber's use of the Company-provided network.
 - c. Services may not be resold, except as authorized in a specific Service Contract signed by authorized representatives of both the permitted reseller and the Company.
3. Connection of Customer Premise Equipment and Wiring
 - a. Except when leased from, licensed from, or otherwise provided by the Company, all premise equipment and wiring after the demarcation point is the property and responsibility of the property owner.
 - b. Members may provide and install their own customer premise equipment and wiring after the demarcation point so long as no electronic or physical harm is caused to the Company's network. If the Company determines the customer premise equipment and wiring is causing or is likely to cause interference or hazard to the network, the Company will take such action as it deems necessary for the protection of the Company's network. After notification by the Company of such interference or hazard, the member shall discontinue such use and disconnect such premise equipment and wiring. Failure of the member to conform to this requirement may result in suspension of service and all other remedies available in equity or law.
 - c. Members are not permitted to physically cut, improperly terminate, substantially alter, or otherwise destroy the Company's owned premise equipment and wiring before the demarcation point.
 - d. The Company's network is not represented as being adapted to the use of all customer premise equipment and wiring. The Company shall not be responsible for: (a) the through transmission of signals generated by the customer premise equipment or for the quality of or defects in, such transmission; (b) the reception of signals by the customer premise equipment.
 - e. The Company shall not be responsible to the member if changes in criteria in these Terms and Conditions or changes in any of the facilities, operations or procedures of the Company render any customer premise equipment and wiring obsolete, or requires modification of such equipment and wiring.
 - f. Where the Company leases, licenses or otherwise provides equipment, such equipment is provided to member for the term of service and solely for use in connection with lawfully receiving and using service. All such equipment remains the property of the Company. When Service is cancelled or disconnected, the member must return any such equipment to the Company during regular business

hours, Monday through Friday (except holidays). The equipment must be returned to the Company in the same condition as installed or received, except for normal wear and tear. All such equipment must be returned to the Company's business office or an alternative location designated by the Company at the time of cancellation or disconnection. If a member is unable to travel to the Company's business office or other designated location to return the equipment, the member may request pick-up. Provision of pick-up service is solely at the Company's option and the Company's refusal or failure to provide pick-up service will not excuse the member's obligation to return equipment. If the Company agrees to provide pick-up service, pick-up will occur during the business week and only during regular business hours. There may be a fee for pick-up, which member will be informed of when pick-up service is requested, and which will be payable at time of pick-up. If a member fails to return equipment at the time of cancellation or disconnection of Service, the member may be liable to the Company for an equipment recovery fee as set forth in Part 4 of these Terms and Conditions.

- g. The member is responsible for the maintenance and safekeeping of all equipment placed in or on the member's premises. The Company has no responsibility for replacing equipment destroyed or damaged by the member's misuse, abuse, or neglect. In the event that any equipment provided by the Company is destroyed, damaged (ordinary wear and tear excepted), lost or stolen while in the member's possession, the member may be liable to the Company for an equipment recovery fee as set forth in Part 4 of these Terms and Conditions.

1.6 PAYMENT FOR SERVICE AND FACILITIES

1. Payment for Service. Unless otherwise agreed upon, all members shall pay for services and facilities monthly in advance. All bills for services are due not less than twenty (20) days after the bill is rendered. When a member is connected or disconnected, or for other cause the service received deviates by more than twenty-four (24) consecutive hours from the normal billing period, the bill shall be prorated. If the prorating indicates a refund is due, the refund shall be accomplished by bill credit. Failure to receive a bill does not relieve the member of the responsibility for payment.
2. Application of Residence and Business Rates
 - a. Residence rates apply at the following locations:
 - i. In a private residence where business listings are not provided.
 - ii. In private apartments of hotels, rooming house, or boarding houses where service is confined to the member's use.
 - iii. In college fraternity or sorority houses where individual access line service is provided.
 - b. Business rates apply at the following locations:
 - i. all locations that are not defined as a residence in (a) above.
 - ii. in any location where the listing of service at that location indicates a business, trade, or profession.
3. Taxes or Fees Billed to Members
 - a. Except as otherwise expressly provided, pricing is exclusive of and member shall be solely responsible for (i) applicable taxes (excluding those on the Company's net income) relating to the sale, transfer of ownership, installation, license, and the use or provision of service (ii) surcharges, recovery fees, customs clearances, fees, duties, levies, shipping charges, and other similar charges relating to the sale, transfer of ownership, installation, license, or the use or provision of the services and (iii) charges imposed in connection with governmentally imposed costs and fees (such as USF, PICC, payphone service provider compensation, E911 and telecommunications relay service charges, and charges authorized by the FCC and included in

the Company's interstate tariffs) and the expenses incurred by the Company reasonably relating to such costs and fees.

- b. The Company will bill and the member shall pay all applicable taxes and other charges and fees described above (including any associated interest and penalties resulting from member's failure to timely pay the taxes or other charges and fees), except to the extent member provides a valid exemption certificate prior to the delivery of Services.

4. Service Check – Customer Premise Equipment and Wiring and Repairs

- a. A service check will be performed when a member requests the Company to perform a check of its facilities up to the demarcation point.
- b. Where feasible, members will also be encouraged to unplug Customer Premise Equipment or disconnect all inside wiring at the demarcation point so as to self-diagnose where their wiring or equipment may be causing an out of service condition.

No charges will be assessed when a service check is performed and the Company determines the trouble exists on the Company's side of the demarcation point.

Charges will be assessed when a service check is performed, and the member requests the Company identify or repair any trouble on the member's side of the demarcation point.

5. Late Payment Charges

- a. All bills for which full payment has not been received or paid by the last date for timely payment may be subject to a late payment charge.
- b. Late payment charges shall be as listed in Part 4.

6. Returned Check Charge

- a. An administrative charge may be assessed for each occasion that a check, bank draft, or electronic funds transfer item is returned unpaid to the Company.
- b. Returned Check charges shall be as listed in Part 4.

7. Service Charge for Reconnection

- a. Where service has been discontinued for non-payment of a due bill, applicable service charges as listed in Part 4 shall apply.
- b. Where service has been discontinued for the non-payment of a due bill, the member may be required to reestablish credit as defined in Section 1.3, Establishment and Maintenance of Credit.
- c. The maximum payment for restoration of service that existed prior to disconnection shall be the total past due amount, applicable nonrecurring charges and if appropriate, an Advance Payment and Deposit as specified elsewhere in these Terms and Conditions.

8. Adjustment of Charges. In the event of an adjustment of charges for overbilling or underbilling by the Company, a correction (refund or charge) may be made of the full amount of difference for a period equal to the duration of over or under-billing. When the period or amount for which overbilling cannot be fixed from available records, the maximum refund or credit will not exceed an estimated amount of such billing. The member shall be allowed a deferred payment plan, to repay an under-billing back bill, that is equal in time as the duration of the original underbilled timeframe.

1.7 TERMINATION OR SUSPENSION OF SERVICE

1. Termination or Suspension. Notwithstanding any agreed or required minimum term, service may be suspended or terminated as follows:

- a. **Material Breach.** If member fails to perform or observe any material term or condition of service, including non-payment of charges, and such failure continues unremedied for seven calendar (7) days after the original due date, (including failure to pay a required deposit) after receipt of notice, the Company may terminate (or may suspend and later terminate) the affected service.
 - b. **Materially Adverse Impact.** If the Company revises a Service Publication, and the revision has a materially adverse impact on member and the Company does not produce a revision that remedies such materially adverse impact within thirty (30) days after receipt of notice from member, then member may, as member's sole remedy, elect to terminate the affected service on thirty (30) days' notice to the Company, given not later than ninety (90) days after member first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to standard pricing, changes required by governmental authority, or assessment of or changes to additional charges such as governmentally imposed costs and fees (such as USF, PICC, E911 and telecommunications relay charges).
 - c. **AUP; External Service Threats; Government Action.** If member fails to rectify a violation of the Acceptable Use Policy ("AUP") within the timeframe identified by the Company in the notice received from the Company, the Company may suspend the affected service. The Company reserves the right, however, to suspend or terminate immediately when: (i) the Company's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) the Company is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) the Company reasonably determines that (A) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if the Company were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of the Company's network or networks with which the Company is interconnected or may interfere with another member's use of the Company's services, network or the Internet; or (c) such violation otherwise presents an imminent risk of harm to the Company, the Company's members or its or their respective users or employees.
 - d. **Fraud or Abuse.** The Company may terminate or suspend an affected service immediately by providing member with as much advance notice as is reasonably practicable under the circumstances if member, in the course of breaching any applicable terms of service: (i) commits a fraud upon the Company; (ii) uses the service to commit a fraud upon another party; (iii) unlawfully uses the service; (iv) abuses or misuses the Company's network or service; (v) interferes with another member's use of the Company's network or services; (vi) engages in unsafe, abusive or excessively disruptive conduct toward the Company or the Company's employees or (vii) attempting to avoid the payment, in whole or in part, of any charges by any means or device (mere non-payment of billed charges will not be considered grounds for termination or suspension under this subsection (d)(vii)).
 - e. **Hazardous Materials/Unsafe Conditions.** If the Company encounters any Hazardous Materials, unsafe conditions, or interference from persons or pets at the service location, the Company may terminate the affected services or may suspend performance until member removes and remediates the Hazardous Materials, unsafe conditions, or interference at member's expense in accordance with applicable law.
 - f. **Withdrawal of Services.** The Company may discontinue providing a service by providing member with as much advance notice as is reasonably practicable under the circumstances where the Company generally discontinues providing the service to similarly situated members.
2. **Notice of Disconnection.** The notice of pending disconnection required by these Terms and Conditions shall be:
- a. an electronic notification to the email provided or automated recording to the phone number of record for disconnections due to non-payment of services.
 - b. a written notice for any other reasons besides non-payment, setting forth all reasons for the notice, and the final date by which the account is to be settled or specific action taken.

- c. The notice shall be considered rendered to the member when (a) deposited in the U.S. mail with postage prepaid or (b) when sent electronically to the member contact information on file. The final date shall be not less than five (5) calendar days after the notice is rendered. The notice will include a toll free or collect number where a member can obtain additional information.

1.8 MEMBER COMPLAINTS AND DISPUTES

1. A member or prospective member may initiate a complaint with the Company on any relevant matter by telephone, in person, via email, or in writing directed to the Company at any of its offices. The member may at any point during resolution of the complaint seek review by a supervisor or manager to be determined by the Company.
2. If the complaint is related to VoIP Telephone Service as described in Part 2, upon investigation and final resolution by the Company, if the member wishes further review, the member should direct all appropriate information to the: Member Services Department, PO Box 390, Elizabeth, IL 61028.
3. If the member continues to withhold payment of any disputed amounts determined to be owed to the Company, the member's account shall be deemed to be past due, and subject to termination.
4. Submission to Jurisdiction. Company and Member agree that the courts of the State of Illinois, Jo Daviess County, the United States District Court for the Northern District of Illinois located in Rockford, IL, and any appellate courts from any thereof shall have exclusive jurisdiction to enforce the terms of these Terms and Conditions and to decide any claims or disputes which may arise or result from, or be connected with, these Terms and Conditions, any breach or default hereunder, of the Services contemplated herein and any and all proceedings related to the foregoing shall be filed and maintained only in such courts. Company and member agree to unconditionally and irrevocably submit to the exclusive jurisdiction of such courts the resolution of any such claim or dispute.

The Company and member hereby unconditionally and irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the laying of venue of any dispute arising out of or relating to these Terms and Conditions or any of the Services contemplated hereby brought in any court specified in this Section 9, or any defense of inconvenient forum for the maintenance of such dispute. The Company and member agree that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

VOIP TELEPHONE SERVICES

2.1 VOIP TELEPHONE SERVICE

1. General Information

- a. VoIP Telephone Service types are shown in paragraph 2 below. The rates and charges for these services contained herein are in addition to all other applicable rates and charges located in other parts of these Terms and Conditions.
- b. Additional Terms and Conditions applicable to VoIP Telephone Service are contained in Part 1 – General Terms and Conditions.

2. Services

- a. For a current list of basic services, please visit www.jcecoop.com or call (800) 858-5522.
- b. Service Descriptions
 - i. **VOIP** may be purchased singly or in multiples.
 - ii. **PBX Trunk service** is intended for use with member PBX equipment requiring ground start operation. In addition to premise-based PBX's included, hosted PBXs that rely on a managed service provider to perform PBX functions in 'the cloud' are also included, or JCE Co-op hosted PBX service.
 - iii. **High Capacity services** such as SIP-Based Service/VoIP

2.2 OPTIONAL CALLING SERVICES

We offer a number of optional calling services such as Caller ID, Call Forwarding, Call Waiting, and others. Please call our office at (800) 858-5522 or visit our website here: www.jcecoop.com for more information on the services we offer. You may need to pay an additional charge for these services, and those charges are listed in the Service Price list in Part 4.

2.3 TELEPHONE NUMBERS, DIRECTORIES AND DIRECTORY LISTINGS

1. Telephone Numbers

- a. The member has no proprietary right in the telephone number or any right to continuance of service from any specific central office, and the Company may assign or change the telephone number, the central office designation, or both, as is necessary in the conduct of its business or subject to any porting requirements.
- b. When services are discontinued, telephone numbers will be held for 30 days before reassignment.

2.4 INFORMATION SERVICES AND CALLING RESTRICTIONS

1. Operator Services

- a. Members can access operator services by dialing "0" (0 minus) for assistance in placing a call.
- b. Local calls may be completed or billed with live or mechanical assistance by a third party under contract with the Company.

- c. Calls may be billed collect to the called party, to an authorized third-party number, or to the originating line. Local calls may be placed on a station to station basis or to a specified party (Person-to-Person), or designated alternate.
2. Directory Assistance
 - a. Members can access directory assistance by dialing "411" for assistance in determining a telephone number.
 - b. A Directory Assistance Charge as determined by the Company or a third-party vendor applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:
 - i. Requests in which the Directory Assistance operator provides an incorrect number. The member must inform the Company of the error in order to receive credit.
 - ii. In some cases, it may be possible to have the call completed without further dialing by the member. An additional charge may be applied when call completion is authorized by the member.
 3. Toll Blocking Service
 - a. Toll blocking service provides denial of outgoing 0+ and 1+ long distance calls for central office Access Lines or Trunks
 - b. The member shall not be permitted to place outgoing calls to an operator or any part of the 0+ or 1+ long distance network when this service is in effect.
 - c. Incoming calls are not restricted.
 - d. Toll blocking is available to Lifeline members without charge.
 4. Information Service Access Blocking
 - a. Information Service Access Blocking enables members with individual line service to request the blocking of access to all 900 and 976 numbers.
 - b. A member shall not be charged for the first activation of information service access blocking. After this service has been established, subsequent unblocking and/or reblocking will be subject to all applicable charges.
 5. Billed Number Screening Service
 - a. Billed Number Screening Service places the member's number in an industry database to prevent the billing of collect calls, third number calls or both to a member's telephone number.
 - b. The Company makes no guarantee and assumes no liability for the accuracy of Billed Number Screening Service. The member agrees fully and completely to indemnify and hold harmless the Company from any and every claim, loss, damage, suit, or liability out of the furnishing or failure to furnish Billed Number Screening Service.

2.5 MISCELLANEOUS SERVICES

1. Off Premise Extensions
 - a. Service includes capability for extending standard Access Line service between premises.
 - b. Connections made between buildings on same Premises, may be made using member owned wiring in accordance with connection standards as detailed in Part 1 of these terms and conditions and within the operational limits of the Company's network.
 - c. Where offered, connections between separate premises will be made by installing separate VoIP Telephone Services at each location and arranging them to work as a single service.
 - d. The Company may require a written member acknowledgement regarding the information it is able to deliver related to any 911 calls location information.

2. Emergency Number Service

- a. The Company provides basic, enhanced, and next generation 9-1-1 Services in accordance with applicable state and federal law and regulations. The Company also collects a 9-1-1 surcharge from local service subscribers in an amount and as required under state law and regulations.
- b. The Federal Communications Commission (FCC) requires that the Company inform subscribers about certain differences between IP-enabled 9-1-1 emergency calling services and traditional wireline or wireless 9-1-1 emergency calling services. The FCC also requires the Company to obtain and keep a record on file showing that subscribers to IP Services have been provided notice of and understand the differences and limitations on NG911 Service. Prior to installing or connecting any IP Services, the Company will provide the member with an IP Technology 911 Disclosure for the member's review and acknowledgement. If a member does not acknowledge and return the disclosure promptly, the Company may be required by FCC rules to suspend service until a reply is received.

3. Other Service Offerings

The FCC requires the Company to provide N11 services for 3-digit dialing access to information services. The current list is provided below.

- 211 Health and Human Services – Community Information and Referral Services
- 311 Non-Emergency Police and Other Governmental Services
- 411 Local Directory Assistance
- 511 Traffic and Transportation Information
- 611 Repair Service
- 711 Telecommunications Relay Service (TRS)
- 811 One Call – Buried Utility Services Locating
- 911 Emergency
- 933 911 Test Notification
- 988 Suicide and Crisis Lifeline

4. Lifeline Assistance

- a. The Lifeline Assistance (Lifeline) program, established by the Federal Communications Commission under 47 CFR 54, is a means of maintaining and preserving universal service by providing a reduction in the recurring price of basic local residential exchange access service, or fixed or mobile broadband service that meets minimum service standards to qualifying low-income residential subscribers.
- b. Lifeline is a federally funded reduction of the Federal End User Common Line Charge and a reduction of local service charges. The Federal Lifeline Credit shall be applied first to reduce the Federal End User Common Line Charge, with any remaining federal credit to be applied to reduce rates for residential service or fixed or mobile fixed broadband service that meets minimum service standards.
- c. Federal Universal Service Charge (FUSC) will not be billed to Lifeline members.
- d. Local service for Lifeline subscribers may not be disconnected for non-payment of toll charges.
 - i. Toll Restriction Service will be provided to Lifeline subscribers at no charge.
 - ii. Lifeline subscribers are not required to accept Toll Restriction Service as a condition to avoid disconnection of local service for non-payment of toll.
 - iii. Lifeline subscribers are not required to pay a service deposit in order to initiate service if the subscriber voluntarily elects to receive Toll Restriction Service.
 - iv. Partial payments from Lifeline subscribers will be applied first to local service charges and then to toll charges.
- e. Eligibility. Lifeline will be provided for one (1) telephone line per household or one (1) subscription to fixed or mobile broadband service that meets minimum service standards, at the

subscriber's principal place of residence, to those individuals who meet the eligibility requirements.

- i. The applicant has income at or below 135 percent of the Federal Poverty Guidelines or participates in one of the following programs:
 - Medicaid
 - Supplemental Nutrition Assistance Program (SNAP)
 - Veterans Pension or Survivor Benefit Program
 - Supplemental Security Income (SSI)
 - Federal Public Housing Assistance (FPHA)
 - ii. The applicant signs a document certifying under penalty of perjury that the applicant receives benefits from one of the programs listed and identifying the program or programs from which that consumer receives benefits.
 - iii. The applicant signs a document agreeing to notify the Company if that consumer ceases to participate in the program or programs. When the Company is notified by the member that the member no longer participates in one of the above programs, the federal credits to that member's monthly charges shall cease beginning with the start of the billing cycle beginning in the month after the month in which notification is received.
- f. Eligibility Revocation. If the Company discovers that conditions exist that disqualify the recipient of Lifeline Assistance, the support will be discontinued. The member will be billed retroactively to whichever is the most recent of the dates Lifeline assistance commenced or the recipient no longer qualified for the service not to exceed 12 months.
- g. Disputes: If a complaint arises related to Lifeline Assistance Service as described, upon investigation and final resolution by the Company, if the member wishes further review, the member should direct all appropriate information to the Illinois Commerce Commission, Leland Building, 527 East Capitol Avenue, Springfield, IL 62701 or 1-800-524-0795.
5. Long Distance Service
- a. The Company provides Long Distance Services through access to facilities, services and equipment over which telephone members may transmit voice, data, and other communications of their own choosing to intrastate, and interstate destinations.
 - b. Service is only available to members of VoIP Telephone service.

BROADBAND SERVICES

3.1 GENERAL

Broadband Services include Broadband Internet.

3.2 TYPES OF SERVICES

1. Company's Fiber Internet Access Services are categorized as Symmetrical, meaning each tier of Service provides similar capacities in both directions. Fixed Wireless Internet Access is categorized as Asymmetrical, meaning each tier of Service provides a higher download speed than upload speed.
2. The Company provides Services at various capacities as shown in the Price List in Part 4.
3. Ancillary Services available to broadband members include, but are not limited to:
 - a. Static IP Address assignment
 - b. Online Backup
 - c. WiFi Management
 - d. Router Management

3.3 ACCEPTABLE USE POLICY

Internet Access Services are governed by the Company's Acceptable Use Policy, which is included as Appendix A herein.

3.4 COPYRIGHT PROTECTION NOTICE

The Company will handle complaints regarding copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA) of 1998. A party wishing to register an allegation of copyright infringement by a Member may file such allegation using the information in the Company's DMCA Policy included as Appendix C herein.

3.5 NETWORK MANAGEMENT AND PERFORMANCE

A description of network performance characteristics is available in [Appendix D](#) herein.

3.6 MEMBER INITIATED SPEED TEST INFORMATION

A link for a Member-initiated speed test can be found at www.speedtest.net.

3.7 PRICE LIST/RATE CARD

Rates for Broadband Services are listed in Part 4.

3.8 NETWORK TESTING OBLIGATIONS OF THE COMPANY

The member agrees that by subscribing to Company's Broadband Service, the member is authorizing the Company to perform any testing of the service that may be required by any governing regulatory entity.

3.9 LIFELINE FOR BROADBAND SERVICE

The Lifeline Assistance (Lifeline) program, established by the Federal Communications Commission under 47 CFR 54, is a means of maintaining and preserving universal service by providing a reduction in the recurring price of basic local residential exchange access service, or fixed or mobile broadband service that meets minimum service standards to qualifying low-income residential subscribers. For more information on whether a broadband service member qualifies for Lifeline, and for terms and conditions, refer to Section 2.5(4).

3.10 AFFORDABLE CONNECTIVITY PROGRAM (ACP)

The Affordable Connectivity Program (ACP), established by Congress in the Infrastructure Investment and Jobs Act (IIJA) in conjunction with rules adopted by the Federal Communications Commission, is designed to make broadband service and connected devices available to eligible low-income households at affordable prices. For more information on whether a broadband service member qualifies for ACP participation, refer to <https://acpbenefit.org/> . The Company will support ACP program benefits pursuant to funding availability.

Services Price List

PART 4

For current pricing of basic service packages, visit www.icecoop.com or call (800) 858-5522.

See below for additional service-related charges.

<u>Service**</u>	<u>Monthly Recurring Charge*</u>	<u>Annual Recurring Charge (Option)*</u>	<u>Non-Recurring Charge*</u>
Service Charges			
Account Activation/Service Installation			\$129.95
Account Activation/Service Installation (12-month contract)	\$8.75 for 12 months		\$50.00 up front
Onsite Service Charge – 1 st hour			\$75.00
Onsite Service Charge – add'l hour			\$75.00
Returned Check Charge			\$20.00
Late Payment Charge			1.5% of charges
Equipment Recovery Fee			Varies***
Non-pay Reconnection Fee			\$25.00
Other VoIP Telephone Services			
Cloud PBX User	\$10.00		
Business VoIP and Cloud PBX Add-Ons			
Toll-Free Number	\$4.00		
Interactive Voice Response (IVR)	\$10.00		
Additional Business VoIP Line	\$20.00		
Add'l Business VoIP & Cloud PBX Phone Number	\$2.50		
Advanced Feature Line Upgrade	\$6.00		
Professional Feature Line Upgrade	\$10.00		
Carrier Service Usage Charges	Variable		
Optional Calling Services			
Voicemail	\$0		
Telemarketing Call Screening	\$0		
Toll Blocking	\$0		
Information Services Blocking	\$0		
Billed Number Screening	\$0		
Off Premises Service	\$0		
N11 Services (411, 911)	\$0		
Broadband Service			
Broadband Installation Contract	\$8.75 (for 12 mos. only)		\$50.00
Other Broadband Services			
Business WiFi Management	\$15.00		
Business WiFi Helpdesk	\$25.00		
Business WiFi Minutes of Support			\$1.20
Static IP Services	\$10.00 per IP		
Leased Router Plus Management	\$7.00		
Router Management	\$3.00		

*Note: Pricing is subject to all other applicable charges and taxes, including but not limited to: Activation charge, Membership fee, Installation fee, and all applicable state and local taxes.

** All Services and specific features subject to availability. Contact Company to determine eligibility and features included with each Service.

*** Recovery fee is equal to the replacement cost of equipment to be purchased by Company

****Rate is determined by the following formula: MRC = Download + Upload x (Rate of \$2.75 per Mbps).

Appendix A: Acceptable Use Policy

In order to begin service, you must review the following terms and conditions governing voice, Internet, or related services and facilities (the "Service") provided by JCE Co-op Fiber(the "Company"). These terms and conditions, along with our application rate schedules for each service and any rules and regulations of the ICC or FCC, will constitute a binding contract (the "Agreement") between you and the Company. They explain Company's obligations to you and explain your obligations to Company when you use the Service. You agree that your use of the Service and your access to the Internet is provided in consideration of your agreement to abide by the following terms and conditions and, by using the service, you agree that such consideration for such agreement is acceptable.

I. Membership Rights and Responsibilities

a. By completing enrollment and accepting all the terms of Agreement, you become an authorized user of the Service ("Membership"). Continued acceptance of this Agreement is a condition of Membership. You are responsible for complying with all terms and conditions of this Agreement, and with all policies and guidelines posted on the Service.

b. You agree that Company may: (1) revise the terms and conditions of this Agreement; (2) revise its billing rates and account surcharges; and (3) revise the services provided under this Agreement at any time. Any such revisions will be binding and effective immediately upon posting the revised Agreement on Company's home page, or upon notification to you by e-mail or United States Mail.

c. You agree to review the Agreement periodically to be aware of any such revision. If any revision to this Agreement is unacceptable to you, you may terminate this Agreement at any time by contacting Company through the following means: (1) e-mail; (2) telephone; (3) U.S. mail.

d. Continued use of the Service following notice of any revision of the Agreement being posted on the Company's home page constitutes your acceptance of any and all such revisions.

e. You are personally responsible for all use of the Service under your ID, even if you allow someone else to use your ID. Illegal, fraudulent or abusive use of any ID or of the Service is grounds for termination of Service, and may be referred to law enforcement authorities. Enrolling or using any ID on the Service under a name other than your own is prohibited.

f. You are personally responsible for keeping any and all IDs or passwords for Company services private. You must promptly inform Company if you suspect any breach of security, such as loss, theft, or unauthorized disclosure or use of your ID., password, or any credit, debit or charge card number stored on the Service. Until Company is notified of a breach of security, you will remain responsible for any unauthorized use of the Service occurring under your ID and/or password.

g. You agree that the Service may only be used for lawful purposes. Any transmission outlawed by state, federal, or international law is strictly prohibited, including but not limited to, the transmission, posting, or receipt of unauthorized transactions, copyrighted materials, misappropriated trade secrets, and threatening, abusive, defamatory, or obscene materials. Company reserves the right (but is not obligated) to review and edit any material submitted for display or placed on the Service, excluding private electronic messages. Company may refuse to display or may remove from the Service any material that Company believes violates this Agreement or any policies or guidelines posted by Company on the Service without advance notice to you. Company may also remove any material it deems harmful to other subscribers, merchants, information providers, the Service or the business interests of Company without advance notice to you.

h. Unless your account provides otherwise, your account cannot be used for dedicated Internet access. Company reserves the right to terminate your online connection if the connection is not active.

i. You agree to accept all risk and liability of any use of the Internet through your account. **You acknowledge and agree that the Service is not intended to be, and should not be used as, your primary or "life-line" and/or emergency telecommunications Service.**

Appendix A: Acceptable Use Policy

j. If your equipment or Internet/data transmissions contain Viruses, Trojans, Worms or similar damaging content/data that adversely affects the network, the Service provided to other users or otherwise compromises the integrity of the operation the Company's network, **YOU AGREE THAT THE COMPANY MAY IMMEDIATELY SUSPEND SERVICE AND RESERVES THE RIGHT TO ACT IMMEDIATELY AND WITHOUT PRIOR NOTICE OFSUSPENSION.** In the event of a conflict between any Service Terms and this Agreement, the terms of this Agreement will govern.

k. If the equipment provided for Internet access requires temporary disablement for replacement, upgrade or relocation, You agree that the Company may contact You through the following means: (1) Telephone; (2) Email; (3) URL Redirection (instruction/advisory page); or (4) U.S. Mail.

l. The Company does not endorse or in any way vouch for the accuracy, completeness, truthfulness or reliability of any Service, opinion, advice, communication, information or other content on or made available through the Internet, accessed via the Company's network.

m. You agree that the use of Service is at your own risk. You are solely responsible for the content of communications on the Internet. The Service is provided "as is" and at your own risk. Company denies any responsibility of the accuracy of information obtained through the Service. You understand that current regulatory and technical issues prohibit expectation of privacy when using Internet services.

n. You agree to not resell or distribute the Service or otherwise make available to anyone outside the Agreement the ability to use the Service (i.e. Wi-Fi or other method of networking). You agree not to use the Service for operation as an Internet Service provider (i.e. hosting a website or email server). You agree not to engage in any activity which would result in third-party charges to Company, nor to resell or otherwise share Company's Internet service, account information, or passwords.

o. You agree not to transmit SPAM or other bulk mail. You agree not to add, remove, or modify identifying network heading information (aka "spoofing") to deceive or mislead, or engage in any impersonation of another person. You agree not to engage in activities in an attempt to obtain unauthorized access to any network or account, or any activities which would compromise member privacy or system security or gain access to any system or data without required permission (e.g. "hacking") of the owner, nor to attempt to interfere with the service of others including users, hosts, and networks, including "denial of service" attacks, "flooding" of networks, deliberate attempts to overload a service, attempts to "crash" any host, or attach any equipment, accessory, apparatus, circuit or devices that are harmful to the network and are attached to or connected with Company facilities.

p. You agree Company may enter into, upon and over your Service premises periodically during the term of this Agreement to install, connect, inspect, maintain, repair, alter, disconnect and remove Company facilities and equipment used to provide Service. To the extent the same is consistent with your ownership of the premises, you grant Company a temporary and permanent easement to construct, install, maintain, and/or replace Service facilities and to install, connect, inspect, maintain, repair, alter, disconnect and remove all facilities and equipment necessary to provide Service. In the event you are not the owner of the premises upon which installation is requested, you warrant to Company that you have obtained the consent of the owner of the premises for Company to install and maintain its facilities and equipment as contemplated herein.

q. In connection with your request or application for any Service, you agree Company may investigate your credit-worthiness, including obtaining one or more reports or ratings from one or more independent credit reporting or credit scoring agencies. Company may require a deposit for you to establish or maintain Service. The deposit amount, the length of time we hold the deposit and changes to the deposit amount are determined based on your credit and payment history, our Terms of Service and any applicable laws or regulations. If Service is canceled or disconnected for any reason, Company may, subject to our Bylaws, Terms of Service, and applicable law and regulations, apply your deposit toward payment of outstanding charges.

r. Equipment installed by Company at your premises, which is not purchased by you, shall always remain the sole property of Company. You assume all risk of loss and/or damage to such equipment from any cause other than failure due to normal wear and/or electronic failure caused through no fault of yours. Upon termination of Service, you shall

Appendix A: Acceptable Use Policy

return provided equipment to Company's business office. At Company's discretion, it may choose to remove equipment at the Service location and you authorize Company to recover the equipment from Service premises during reasonable hours. In the event you should refuse to return the equipment, or the same is lost, altered, destroyed, damaged or stolen, you shall pay Company the reasonable replacement cost of the equipment, plus any costs incurred by Company arising from the loss of or damage to the equipment.

s. Based on network availability, Internet access service is a "best efforts" service, which can provide upstream and downstream speeds selected by you. The actual speed you experience may vary and depend on several factors not limited to, but including, your location, the destination on Internet, traffic on Internet or other factors not controllable by Company. No minimum level of speed is guaranteed without a specific Service Agreement.

t. To use the Services, Company will provide you a non-portable TCP/IP network address(es). Any pre-existing Member network address(es), because of Company's network configuration, may not be routable on Company's network.

u. You acknowledge that any computer or other Member equipment must meet minimum system requirements to access the Services. You also agree and acknowledge that certain inside wiring and/or equipment may be necessary to complete installation for the Services. Any fees for such wiring and/or equipment will be billed to you based on the prevailing hourly rate for Company's technicians and the cost of such equipment.

v. Company is not responsible for any personal computer or network malfunctions and/or damage to your hardware or software. If any of your equipment requires modification or reprogramming to make it compatible with provided Service, Company shall not be liable for any applicable costs associated with modification or reprogramming charges.

w. Company is providing Internet access service on a retail basis to you. You agree to utilize the service exclusively and not to provide access to third parties either through "sharing" or "Resale" unless with advance written approval from Company. The sharing of passwords or accounts is strictly prohibited. Web page HOSTING and CACHEING are services prohibited with your retail Internet access service. Any evidence of the services prohibited within this Agreement would be a breach of this Agreement and immediate termination of the Internet access connection without prior notice would occur upon determination of these services being offered.

II. No Warranty

a. You acknowledge and consent that Company exercises no control or censorship of third party content. Use of any information obtained via the Services is at your own risk.

b. Company expressly disclaims any and all loss or liability resulting from, but not limited to: (1) loss of data; (2) loss of hardware or software; (3) loss or liability resulting from access delays or access interruptions or act or omission of an underlying carrier, service provider, vendor or other third party; (4) loss or liability resulting from computer viruses; (5) loss or liability resulting from data non-delivery or data mis-delivery; (6) any other loss or liability resulting from the negligent acts and/or omission of Company or Company's affiliated companies; (7) loss or liability resulting from errors, omissions, or misstatements in any and all information, goods, or services obtained on or through the Service; (8) loss or liability resulting from force majeure events such as, but not limited to, acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions; (9) equipment, network, or facility shortage, upgrade, modification, or relocation; and (10) theft, fraud, abuse of service or any act or omission by you or any person using your Service.

c. YOU AGREE THAT COMPANY'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDY, WITH RESPECT TO USE OF THE SERVICE, SERVICE SOFTWARE, AND ANY BREACH OF THIS AGREEMENT IS STRICTLY LIMITED FOR A PERIOD OF TWO (2) YEARS AND A VALUE OF \$1,000.00. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, IN SUCH STATES, COMPANY'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

d. COMPANY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION: (1) ANY WARRANTIES AS TO THE AVAILABILITY, ACCURACY, OR CONTENT OF INFORMATION, PRODUCTS, OR SERVICES; AND (2) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

Appendix A: Acceptable Use Policy

PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

e. Neither Company nor any of its agents, shareholders, directors, officers, or employees, nor its information providers, shall be responsible for any damages arising from your use of Service or inability to use Service. There is no guarantee of message delivery. Email return receipts may be requested, but there is no guarantee that the recipient's mail system will process or even acknowledge these requests.

III. Data Security

a. You are responsible for the protection of your data. The Internet is not a secure system. Data can be, and often is, viewed by third parties. Private or confidential information should not be placed on the system or if it is you should take steps to protect such information by using encryption technologies. You understand and assume the risk that any transmission over the Service may be interrupted, intercepted or destroyed. It is your sole responsibility to ensure that any computer or device you connect to the network remains secure and virus/spyware free.

b. From time to time Company can provide you with Services marketing or educational information based on existing or presumed use of one or more Services. To the extent Company uses your information in its possession it is called Customer Proprietary Network Information or CPNI. Company may use CPNI to advise you on utilizing existing or new related Services. Company does not sell or provide this information to any third parties, other than the E911 records required by law, if you are a telephone subscriber. You have a right to restrict Company's access to CPNI. If you choose to opt-out of Company's use of CPNI, please contact Company's business office to be placed on a list accordingly. Further, you hereby give Company permission to contact you at the phone number or email listed in the Service Agreement about future Services that Company will be offering that may be of interest to you.

c. You can review Company's complete privacy policy at <https://www.jocarroll.com/privacy-policy>.

IV. Fees and Payment

a. You are responsible for any and all fixed and cumulative charges to your account. A deposit may be assessed and due before account setup. For monthly Service Level Agreements, your account will be charged the monthly access fee plus any accumulated charges for the past month. Failure to use the Service does not relieve you of payment obligations.

b. All fees and charges are payable in accordance with the billing terms in effect at the time the fees or charges become payable. Company may require you to make payments by a major credit, debit or charge card.

d. Dishonored checks are subject to a collection fee and your account may be suspended until the account is current. If the payment is not received within seven (7) calendar days of the due date, service will be terminated and a re-connection fee may be added to charges for further service.

V. Termination of Service

a. This Agreement begins on the date of your acceptance and shall continue month-to-month (or in some cases for an established minimum term).

b. Either you or Company may terminate the Service at any time and without cause. Only the person whose name is on the account will be able to cancel an existing account.

c. Upon termination of your account, Company has the right to delete all data, files or other information that is stored on Company's computers regarding your service.

d. Company's termination or suspension of service to you also constitutes termination or suspension (as applicable) of your license to use Company's software.

e. Termination of this Agreement or any Service shall not waive or release your obligation to pay for Service provided prior to such termination as well as any other applicable fees and charges, as provided in our Terms of Service.

Appendix A: Acceptable Use Policy

VI. Law

- a. You agree that this Agreement constitutes the entire understanding between you and Company, and supersedes all previous representations, agreements or understandings.
- b. You agree that, if any portion of this Agreement is held invalid or unenforceable, the provisions of this agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum legal requirement, and no other provisions of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.
- c. This agreement shall be governed by the laws of the State of Illinois and jurisdiction for any action filed to enforce the terms of this agreement shall be with the courts of Jo Daviess County, Illinois.

VII. Miscellaneous

- a. You agree to defend, release, indemnify, and hold Company, its affiliated companies and licensors, its agents, shareholders, directors, officers, or employees harmless from all liabilities, claims and expenses, including without limitation reasonable attorney fees and other costs of legal representations, mediation, arbitration or litigation arising from breach of the Agreement by use of, or in connection with, the posting or transmission of any content by or through your account on the Service.
- b. You agree that Company has the right, but not the obligation, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you pursuant to Paragraph a. of this section. In such event, you shall have no further obligations pursuant to Paragraph a. of this section.
- c. Company's failure to exercise or enforce any provision of or rights under this Agreement or our other Terms of Service shall not constitute a waiver of any such provision or right.
- d. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, you may not assign or transfer your rights or obligations under this Agreement without our express written consent. Unless consent is granted, all accounts must be closed and reopened under the name of a new Member for issuance of a new account number.

VIII. Member Registration Requirements

- a. You agree to provide Company with accurate, complete and updated registration information. Your failure to provide accurate registration information constitutes unauthorized use of the Service and your account may be terminated immediately.
- b. Company will not release any personally identifiable information, except upon presentation of (1) a subpoena issued by a government entity in a civil or criminal investigation or litigation; (2) a civil investigative demand issued by a government entity, or (3) a court order.

IX. Company Rights

Company at its sole discretion and judgment may immediately suspend access to the service upon any breach of any of the Terms and Conditions including, but not limited to refusal or failure to pay for services provided or disruptive online behavior.

Company reserves the right at its sole discretion to delete any information entered into Company computer systems. Company and/or its authorized representatives shall retain the right but shall not be obligated, to review/accept/reject publicly viewable information. Company reserves the right to reuse and/or terminate service to anyone or any entity for any reason at its sole discretion with or without notice.

X. Copyright

Appendix A: Acceptable Use Policy

a. Except for public domain material, all material contained on the Service should be viewed as and considered copyrighted. You may not reproduce, or redistribute such copyrighted material, in whole or in part, in any manner, without prior consent of the copyright owner, unless specifically permitted.

b. You agree not to post or transmit works that are subject to another party's rights, on or through the Service, without that party's express permission. Such posting or transmitting: (1) will result in termination of this Agreement and; (2) may result in civil or criminal liability

Appendix B: Battery Backup Notice

Important Information Regarding Your Residential

Voice Service

Your JCE Co-op voice service is provided by an Optical Network Terminal (ONT) that requires electricity to operate. In the event of an electrical outage, your ONT will not receive power, just like any other electrically powered device in your home or business. During an electrical outage, your voice service, including any medical or security alert services like E911, will not be available without a battery backup.

What is a battery backup?

An Uninterruptible Power Supply (UPS), also known as a battery backup, is designed to provide temporary power to the ONT in the event electrical power in your home is lost. The length of time that voice service will be available during a power outage depends on many variables, including, but not limited to, the following: (i) whether the ONT is properly plugged into the UPS; (ii) whether the battery in the UPS is properly charged; (iii) the condition and age of the battery in the UPS; (iv) the amount of phone usage when the ONT is utilizing power from the UPS; and (v) if other devices are plugged into the UPS. Phone systems that require AC power (cordless phone systems and many business/office phone systems) will not work in the event of a power outage without an alternate source of power. Therefore, JCE Co-op recommends members maintain at least one traditional, corded (does not plug into an electrical outlet) telephone for emergency use.

How do I get a battery backup and what is the expected backup duration?

JCE Co-op sells UPS solutions, offered during the service application process, to Voice members who want one and will install it during the initial activation of voice service, with no additional installation cost. Installations outside of the initial activation of voice are subject to additional fees. JCE Co-op provides two UPS solutions that with fully charged battery/batteries are capable of providing standby backup power for basic voice services, including Emergency 911 dialing, for up to eight (8) or twenty-four (24) hours in the event of a loss of power. Alternatively, members may purchase and use any compatible UPS. JCE Co-op does not make any claim as to the standby ability or functionality of UPS units not provided by JCE Co-op and does not guarantee the performance of any UPS.

What are my responsibilities?

Members are responsible for purchasing, monitoring, testing, and maintenance of any UPS solution. JCE Co-op recommends Members incorporate testing and maintenance of their UPS with their smoke detectors and/or emergency flashlights/lighting. If you do not store your battery correctly, it may shorten its useful life. Environmental factors such as temperature can shorten your battery's useful life. We recommend that you store your battery above [41°F and below 104°F].

User's Guide and Battery Replacement

Learn how to determine the status of the UPS you purchased from JCE Co-op. Additionally, understand the visual indicators, silence alarms, know when batteries need to be replaced, and much more by referencing the PP36L-12U Users Manual at www.jcecoop.com/battery-backup, or by contacting JCE Co-op via email at www.jcecoop.com or call (800) 858-5522.

- PP36L-12U – The UPS manufacturer warrants the UPS and batteries purchased from and installed by JCE Co-op for 5 years from the date of installation. Members can make warranty inquiries or purchase replacement batteries by contacting JCE Co-op via email at www.jcecoop.com or call (800) 858-5522.
- Third Party UPS – Members can contact the UPS manufacturer, store where purchased, or a battery store such as Batteries Plus to inquire about battery replacement options.

Batteries, including lithium-ion, should always be disposed of properly. Members should contact a local recycling facility for specific information regarding the proper disposal of their UPS batteries.

JCE Co-op reserves the right to modify this Back-Up Battery Policy at any time. We will notify you of any material changes via written, electronic, or other means permitted by law, including by posting it on our website. If you find the changes unacceptable, you have the right to cancel the Services. If you continue to use the Services after receiving notice of such changes, we will consider that as your acceptance of the changes.

Appendix C: Copyright Protection Notice

Digital Millennium Copyright Act (DMCA) Policy

When Company receives a notice from a copyright holder or its authorized representative regarding an alleged violation of law by someone using an IP address identified as belonging to Company, the following actions will be initiated:

1. Company personnel will review the address to determine whether the address is in use by Company or by one of its affiliates. If the address has been assigned to an entity other than Company, the DMCA notice will be forwarded to that entity for review and any action or response if Company can identify the owner.
2. If the address is assigned and used by Company or one of its Members, Company personnel will attempt to identify the user. If the offender cannot be identified, the Designated Agent listed on Company's Internet site will be notified in order to respond accordingly to the copyright holder or its agent. Copyright holders may contact Company as outlined under Notification of Copyright Infringement to provide notice of any potential violations. The following actions may be taken with offenders:
 - a. If the offender is an employee, the responsible supervisor will be notified, and appropriate disciplinary action may be warranted. A copy of the violation will be filed by HR in the employee's personnel file.
 - b. If the offender is a Member, Member will be notified by telephone and email of the offense. If it is a first-time offense, the Member will be notified and advised that an alleged violation of copyright law has been received and that any further violations could affect Member's access to the Internet. Notification of a second offense will result in the same action. A third offense will result in notice that Internet service will be restricted for ninety (90) days to limit the ability to violate the law. A fourth offense will result in the termination of Internet service.

Notification of Copyright Infringement. If you are a copyright owner (or an agent of a copyright owner) and believe any user material posted on our sites infringes upon your copyrights, you may submit a Notification of Claimed Infringement under the Digital Millennium Copyright Act ("DMCA") by sending the following information to Company's Designated Copyright Agent:

1. Clear identification of the copyrighted work;
2. Identification of the material allegedly copying the original work, and information reasonably sufficient to allow us to locate the material;
3. Accurate contact information of the person submitting the claim;
4. Statement that the claim is being made with the good faith belief that the alleged use is not authorized by the copyright owner;
5. A statement that the claim is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the copyright owner;
6. Signature of the person submitting the claim.

You can submit your Notification to Company using the following contact information and Designated Agent:

Company legal name:	Jo-Carroll Energy, Inc (NFP)
Names doing business under:	JCE Co-op, JCE Co-op Fiber
Designated Agent:	Attn: DMCA Registered Agent
Mailing address of Agent:	PO Box 390 Elizabeth, IL 61028
Telephone:	800-858-5522
Email:	dmca@jcecoop.com

Appendix C: Copyright Protection Notice

The Designated Copyright Agent should be contacted **only** for notices regarding alleged copyright concerns. All other feedback, comments, questions, and other communications should be directed to Company through Company's member service at: (800) 858-5522.

Appendix D: Data Privacy Policy

JCE Co-op Fiber (“the Company”) is committed to protecting its customers’ privacy. Please review this Privacy Policy to better understand how the Company collects information, how that information is used, and your options as to the collection and use of your information. This Privacy Policy is applicable to the Company’s customers and visitors to its website and is intended to provide information regarding the Company’s methods for collecting and use of information.

What Types of Information Does the Company Collect?

Whether you are communicating with the Company or using its service, the Company may collect the following categories of personal information about you:

Identifiers: We may collect data that can identify a particular person such as a name, alias, postal address, unique personal identifier, online identifier, Internet Protocol (IP) address, e-mail address, account name, or other similar identifiers.

Customer records information: We may collect information pertaining to customers and their services including: name, signature, social security number, address, telephone number, employment information, bank account number, credit or debit card number, or other financial information.

Commercial information: We may collect records of products or services purchased, obtained, or considered or other purchasing or consuming histories or tendencies.

Internet or other electronic network activity information: We may collect information regarding your browsing history, search history, and information regarding your interactions with our website, applications, or advertisements.

Geolocation data: We may collect information regarding the precise geolocation information about a particular individual or device, especially when utilizing our website.

Customer Proprietary Network Information (CPNI): We may collect information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by any customer that is made available to the Company solely by virtue of the Company-customer relationship and information in bills pertaining to telephone exchange service or telephone toll service received by a customer of Company, except subscriber list information.

How do We Collect Information from You?

The Company may collect information from you through communications such as via the web, phone, email, mail, or through the services provided to you as a customer.

Information may be collected in the following ways:

- **Browsing Our Site**
 - o IP addresses may be collected for the purposes of system administration, to gather broad demographic information, and to monitor the level of activity on our site.
 - o Information may be collected regarding the referring URL, browser used to come to our site, and the pages of our site that you viewed during your visit and any search terms entered on our site.
 - o Information may be collected using Internet Cookies which track, personalize, and save information. Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your own browser to remove cookies and to reject

Appendix D: Data Privacy Policy

cookies. If you choose to remove or reject cookies, this could affect certain features or services of our website.

- o Emails may be sent by a customer to the Company on this website. The Company may retain the information in any email that you send to us, such as your name, email, address, or phone number.
- **Broadband Internet Service**
 - o The Company may monitor the network and take measurements of network performance and the performance of your Internet connection to improve the customer's or the Company's overall service levels.
 - o During communication with the Company for service support, we may also access information about your customer premise equipment such as computers and wireless devices or other device settings to provide customized technical support or to install specific applications or services for your use.
 - o The Company reserves the right to access broadband traffic from individual accounts for the purpose of general maintenance and management of the network, as well as upon request by law enforcement officials.
- **Provision of Information by Third Parties**
 - o The Company may obtain credit information about you from third parties when you purchase products or sign up for services with The Company.

How is Your Personal Information Used?

The Company uses your information in connection with delivering its products and services to you. The Company may also use the information supplied to personalize portions of our service. Some of these personalized services are made available directly by the Company, while others may be offered by a partner. In addition, the Company may analyze and evaluate customer preferences, comments, and criticism of its offerings to make improvements to the present and future versions of the service.

The Company may use personal information it collects to provide you with information or better services. In addition, we may use the non-personal information we collect to provide you with a better experience in the future. The Company does not rent, sell, or trade your private information to any non-affiliated third party.

With Whom Do We Share Your Information?

- **With our Member/Customers:** The Company may share your personal information with our Member/Customers to make sure your experience is at the highest level possible and that you have the fullest service that the Company has to offer. This is subject to applicable legal restrictions, such as those that exist for Customer Proprietary Network Information (CPNI).
- **With Vendors that Perform Services for The Company:** We may share your personal information with vendors that perform services on our behalf and only as necessary for them to perform those services. We a) require those vendors to protect any personal information they may receive in a professional manner consistent with our policy and b) we will not provide personal information to anyone for the marketing of their own products and services without your consent.

Appendix D: Data Privacy Policy

Other Circumstances Which May Warrant Sharing Your Personal Information

- Complying with any court ordered subpoenas or any other legal process.
- To assist with identity verification and prevent fraud and identity theft.
- Enforcing our agreement and property rights.
- Obtaining payments for products and services that appear on your The Company billing statements, or those of our Member/Customers, including the transfer or sale of delinquent accounts to third parties for collection.

Protection of Underage Children

The Company' websites or usage of is not intended for children under the age of 13 years. The Company does not knowingly collect or solicit personal information from anyone under the age of 13 or knowingly allow such persons to register for use of any of our products or services. In the event The Company learns that we have collected personal information from a child under the age of 13 years without verification or parental consent, we will delete such information as quickly as possible.

How Does the Company Protect Your Personal Information?

The Company takes reasonable precautions to protect your personal information. We use a combination of physical, administrative, and technical safeguards. Internally, we require employees to use secured access authentication and passwords to obtain customer information and we store electronic file information on a secure server, which is accessible only by authorized personnel.

No data transmission over the Internet can be guaranteed to be 100% secure and we will not be held liable should a third party illegally obtain your personal information via an Internet transmission. While we do our due diligence to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us, and you do so at your own risk.

How Long Do We Keep Your Information?

We only keep your personal information for as long as it is necessary for the purposes set out in this Privacy Policy, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements).

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize such information, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

Controls for Do-Not-Track Features

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this stage no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

Appendix D: Data Privacy Policy

How Does the Customer Provide Consent?

By using the Company services, you agree with our Privacy Policy and practices and procedures contained herein regarding the collection and sharing of your information. To opt out of the sharing of your information for marketing purposes, please contact the Company at 800-[858-5522](tel:858-5522)

Am I Entitled to Notification in the Event of a Data Breach?

The Company will abide by all legally applicable data breach notification laws. In Illinois, we comply with the Personal Information Privacy Act 815 ILCS 530.

Will this Privacy Policy Change?

The Company reserves the right to change, modify, or update this Privacy Policy at any time without notice. In the event of any modification, we will post the changes in this Privacy Policy so that you will know what information we are gathering and how we might use that information. However, if such changes are material, we will either announce the change on the home page of the site or take such other actions as we deem appropriate under the circumstances. Accordingly, you should periodically visit this page to determine the current Privacy Policy to which you are bound.

For more information about our privacy protection practices, contact: JCE Co-op at 800-858-5522

Appendix E: E911 VoIP Disclosure

DISCLOSURE CONCERNING IP-ENABLED 9-1-1 SERVICES

1. Definitions. For the purposes of this Disclosure, the following capitalized terms are defined as follows:

“Dispatchable Location” means the Service Address and additional data that would permit a PSAP and emergency responders to locate a 9-1-1 caller in a reasonable amount of time. The Dispatchable Location may be the same as or different from the Service Address.

“E911 Service” means emergency calling by which a 9-1-1 call is routed to the PSAP assigned to the Service Address and information regarding the Dispatchable Location is provided to the PSAP. **JCE Co-op VoIP services are compatible with E911 service.**

“IP Services” means communications services using internet protocol (IP) in their delivery, including session initiation protocol (SIP), voice over internet protocol (VoIP), hosted IP voice or similar IP-based technologies or applications.

“MLTS” means a multi-line telephone system.

“NG911 Service” means E911 Service initiated and/or completed using IP Services. Depending on the capability of the IP Services and PSAP, NG911 may include not only voice but also multimedia data and geospatial location information.

“PSAP” means a public safety answering point for emergency 9-1-1 calls.

“Service Address” means the physical address provided by the member and assigned to or associated with a telephone number provided by the Company.

2. Disclosure. NG911 Service works differently than traditional wireline and wireless E911 Service. These differences depend on the services, equipment and devices used to make the emergency call and on the location of the user making the call. Members with NG911 Services are responsible for informing employees, guests, and other persons who may be present at the Service Address of the important differences and limitations of NG911 Service as compared to traditional wireline or wireless E911 Service. If a member is uncomfortable with any of the terms, conditions, or limitations of NG911 Service described in this Disclosure, the member may wish to consider also maintaining an emergency landline at the Service Address.
3. Dispatchable Locations for Emergency Calling. The Company will obtain from all members a registered Service Address for all IP Services and/or equipment, including the Dispatchable Location where equipment will be installed, and service will be used. For any services utilizing an MLTS environment, the member may be required to provide multiple Dispatchable Locations. Complete and accurate Service Address and Dispatchable Location information is essential for emergency responders to locate any users dialing 9-1-1 from a device at the location. The Company will not provide IP Services to a member on an active telephone number and will not activate a telephone number that is intended to have NG911 Service, unless and until a Service Address, Dispatchable Location and any other required information has been provided to the Company. The registered Service Address and Dispatchable Location will be associated with a telephone number, which will be used to determine the closest PSAP when 9-1-1 is dialed. Before a member changes the registered Service Address or Dispatchable Location associated with a telephone number or moves any service, equipment or device, it is important to contact the Company, so that the Company can confirm that the registered Service Address and Dispatchable Location are properly updated. The member is solely responsible for providing the Company with complete and accurate Service Address and Dispatchable Location information for each telephone number and for keeping such information updated.

Appendix E: E911 VoIP Disclosure

4. Functional Limitations of IP Services. IP Services, including NG911 Service, are subject to the following disclaimers and limitations:
 - i. NG911 Service will not operate in the event of a power failure or disruption. Should there be an interruption in power, IP Services (including NG911 Service) will not function until power is restored. Please note, member premises equipment or devices may need to be reset. Members may contact the Company for information and options concerning battery or other back-up power.
 - ii. NG911 Service will not operate if a broadband connection is disrupted. Service outages, interruptions or degradation of broadband service, or termination or suspension of service for any reason, will prevent use of IP Services, including NG911 Service.
 - iii. Failure to provide an accurate Service Address or Dispatchable Location for a telephone number may result in 911 calls being routed to the incorrect local PSAP and/or emergency responders being dispatched to the incorrect location. NG911 Service may not function, or calls may be routed to emergency responder who will not be able to assist if service, equipment or a device is moved to a different street address or location other than the registered Service Address and Dispatchable Location. It may take several days for any change in a registered Service Address or Dispatchable Location to be processed. The member must notify the Company in advance of any changes to a registered Service Address or Dispatchable Location.
 - iv. Calls made using IP Services may be delayed or dropped due to the technical constraints of IP Services and underlying network architecture. Because of differences in technology, the impacts of network congestion, and/or reduced speed in the routing of emergency calls made utilizing NG911 Services are different than if the calls were made using traditional (non-IP) public switched telephone networks. If a 9-1-1 call cannot be completed, is dropped or disconnected for any reason, the PSAP and emergency responders may not be able to identify a phone number in order to call back. The Company relies on third party carriers for assistance in routing NG911 calls to local PSAPs or a national emergency calling center. The Company disclaims all responsibility and assumes no liability for the conduct of local PSAPs and the national emergency calling center and any third party carriers or service providers.
5. Limitations on Liability. The Company is not responsible for any service outages related to the loss of electrical power, connectivity, suspension, or termination of broadband Internet services, failure of third party IP technologies or applications, or other circumstances beyond Company's reasonable control, including any failures resulting from events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions. Except as otherwise required by applicable laws or regulations, the Company is not responsible for and shall have no liability relating to the performance of NG911 Service provisioned by any other telecommunications carrier or IP services provider, even if such service is accessed using the equipment or underlying IP Services provided by the Company.
6. Indemnification. In addition to any other indemnification obligations under applicable service contracts or terms of service (but without any duplication of recovery), the member shall indemnify and hold the Company harmless against any and all damages, claims and expenses resulting from the member's failure to comply with any of the member's requirements or responsibilities described herein, including without limitation: (a) failing to provide a Service Address, Dispatchable Location or other required information; (b) providing an incomplete or inaccurate Service Address, Dispatchable Location or other required information; (c) failing to promptly update a Service Address or Dispatchable Location information in the event such address, location or information has changed or (d) the use of any service, equipment or devices at a location other than the Service Address and Dispatchable Location.

Appendix F: Network Management Policy

Network Management and Performance

Blocking

JCE Co-op Fiber provides open access to the Internet and does not block access to any resource or service provided that the resource or service does not degrade JCE Co-op Fiber's overall ability to provide access to its members.

Throttling

JCE Co-op Fiber does not throttle any resource or service provided that the resource or service does not degrade JCE Co-op Fiber's overall ability to provide access to its members.

Paid Prioritizing

JCE Co-op Fiber does engage in paid prioritizing for subscribers or affiliates.

Congestion management

All subscriber traffic is considered "best effort". JCE Co-op Fiber pro-actively monitors, maintains, and upgrades our network to limit the congestion experienced by our members. We employ multiple upstream providers and redundant network architecture. In the event of major congestion as the result from a failure in the architecture, JCE Co-op Fiber reserves the right to manage traffic in a manner that benefits the majority of our members.

Application-specific behavior

JCE Co-op Fiber does not block or throttle a member's ability to access lawful content or services. JCE Co-op Fiber reserves the right to employ network management practices to prevent congestion or degradation of service from malicious or illegal activities.

Device attachment rules

Connection to the JCE Co-op Fiber network is only available through customer premise equipment (CPE) provided by JCE Co-op Fiber and installed by a JCE Co-op Fiber technician. JCE Co-op Fiber permits its members to attach any device after the CPE, so long as the device's usage does not violate the JCE Co-op Fiber's Terms & Conditions.

Security

JCE Co-op Fiber has the right to take any actions demand necessary to protect the integrity and availability of its network and the services provided to its members. Content, services, or activities that are malicious and could degrade JCE Co-op Fiber's ability to provide safe and reliable service can result in temporary or permanent removal from our network.

Service Description

Terrestrial Fixed Wireless

	Advertised Speed	Median Speed	Latency	Packet Loss
Smart-Link				
	1Mbps	1.1Mbps	<50ms	<1%
	0.5Mbps	0.6Mbps	<50ms	<1%

Appendix F: Network Management Policy

Smart-Link Plus				
	2Mbps	2.13Mbps	<50ms	<1%
	0.5Mbps	0.6mbps	<50ms	<1%
Elite-Link				
	3Mbps	3.12Mbps	<50ms	<1%
	0.75Mbps	0.81Mbps	<50ms	<1%
Power-Link				
	4Mbps	4.17Mbps	<50ms	<1%
	2Mbps	2.08Mbps	<50ms	<1%
Fiber Optics				
	Advertised Speed	Median Speed	Latency	Packet Loss
Fiber-Link Home				
	100 Mbps	101.55 Mbps	<50ms	<1%
	100 Mbps	101.55 Mbps	<50ms	<1%
Giga-Link				
	1000 Mbps	1005.65 Mbps	<50ms	<1%
	1000 Mbps	1005.65 Mbps	<50ms	<1%
Giga-Link Plus				
	2 Gbps	2.02 Gbps	<50ms	<1%
	2 Gbps	2.02 Gbps	<50ms	<1%
Hyper-Link				
	5 Gbps	5.02 Gbps	<50ms	<1%
	5 Gbps	5.02 Gbps	<50ms	<1%

Appendix F: Network Management Policy

Price

JCE Co-op Fiber offers multiple options for service depending upon location and bandwidth requirement. Pricing for standard packages can be found on our website under "Services" or by calling 1-(800) 858-5522.

Privacy

JCE Co-op does not share subscriber information with third parties except for third parties who provide supporting services such as phone support and remote assistance.

Question & Complaints

If you have questions or concerns regarding JCE Co-op or services provided by JCE Co-op Fiber call 1-(800) 858-5522 or visit www.jcecoop.com.

Appendix G: CPNI Password Setup Details

In accordance with The Federal Communications Commission (FCC) Customer Proprietary Network Information (CPNI) rules, if you request call detail information for phone numbers served by Sand Prairie, a service of Jo-Carroll Energy, you must supply a password before information can be disclosed. If you do not remember the password, a security question will be used for verification and a new password will be established. If a password cannot be supplied for call detail information, the only methods mandated by the FCC to release call detail information are:

1. A Jo-Carroll Energy representative may call you back at the telephone number of record.
2. A Jo-Carroll Energy representative may mail you the requested call detail information, but only to the address of record.
3. You, the authorized account member must come to a Jo-Carroll Energy office and show a valid government issued photo ID.

One form must be completed per account. If there is more than one authorized agent for the account, this password must be shared among all authorized agents.

This password cannot be historical information such as your social security number, address, etc. The FCC is trying to minimize the possibility of false identification for supplying call detail, therefore do not use anything that someone else may readily have access to.