

Date Last Modified: February 19, 2018

## **ALLO Subscriber Agreement for Residential Services**

We want to make sure every ALLO customer is provided with exceptional service. We know this Agreement is long, but we still hope you take the time to read through it. (Actually, blame the length on our lawyers, they made us write it.)

This Subscriber Agreement is hereby incorporated into any Service Orders signed by you, and together with the referenced Privacy Policy, Acceptable Use Policy (“AUP”), Tariff, and/or other materials referenced herein constitute “the Agreements”, which set forth the terms and conditions under which ALLO Communications, LLC, a Nebraska limited liability company, or any of its Affiliates (“ALLO,” “us,” “we,” or “our”) will provide the Services described herein. By using our Services, a Subscriber (“you,” or “your”) agrees to abide by, and require others using the Services to abide by, the terms of the Agreements.

### **1. Definitions**

- a. “Affiliate” means any entity that owns or is owned by, or is under common ownership with, Allo Communications, LLC.
- b. “ALLO-Supplied Equipment” means any equipment provided by ALLO to you for use in connection with receipt of the Services, including, but not limited to, routers, modems, converters, adapters, and remote controls.
- c. “Customer-Owned Equipment” means any hardware or software equipment or service owned and supplied by you.
- d. “Dispute” means any dispute, claim, or controversy between you and ALLO arising out of or relating to the Agreements, or the breach, termination, enforcement, interpretation, or validity thereof.
- e. “Services” means all the services you receive from us, including, but not limited to, internet, digital TV, and phone.
- f. “Service Order” means a request by you for ALLO to provide one or more of the Services to you on an ALLO designated form or via ALLO’s website.
- g. “Tariff” means a federal or state ALLO tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

### **2. Delivery of Services**

- a. This Subscriber Agreement is effective as of the date Services begin, and continues as long as you use our Services. Services begin when we accept the Service Order either electronically or in writing, we begin providing the Services described in the Service Order, or we begin installation for delivery of the Services described therein, whichever is earliest. This Subscriber Agreement supersedes all prior oral or written agreements between ALLO and you, and ALLO will have no liability to you except with respect to its obligations described in this Agreement. In the event that any aspect of your Services is terminated or changed, remaining Services will continue to be governed by this Agreement.

### 3. Charges and Billing

a. By using our Services, you agree to pay all charges associated with the Services, including all applicable fees, taxes, and surcharges, as well as non-standard installation (including complex, underground, custom work, special construction and/or additional outlets), and/or equipment charges, and applicable service charges. Price information for our products is available on our website, at <http://www.allocommunications.com/>.

#### **PAYMENT FOR ANY GOVERNMENT IMPOSED FEES AND TAXES THAT BECOME APPLICABLE RETROACTIVELY IS YOUR RESPONSIBILITY.**

b. **Billing.** Unless otherwise specified, you will be billed monthly for recurring service charges, equipment charges, and applicable state and federal taxes and fees. Your billing cycle will be determined by your installation date. Payment in full for all billed charges, including recurring service charges, any additional charges for non-recurring services, and all taxes, fees, and surcharges must be received by the due date indicated on your billing statement. You acknowledge that you are liable for the payment of all Services rendered by ALLO and billed to your account. No acceptance of partial payment(s) by ALLO shall constitute a waiver of any rights to collect the full balance owed under this Agreement. If your payment is returned, we may charge a processing fee for each returned payment. You acknowledge that writing statements to the effect of "paid in full" on any checks or other payments provided to ALLO has no legal effect.

**Your first bill may be for more than a single month's service due to pro-rated charges from the date you first began receiving our Services, as well as monthly recurring charges for the next month and charges for any non-recurring services you have received.**

c. In some cases, you may be billed for Services outside of your recurring service charges. You will be responsible for any charges resulting from orders or upgrades made from your account, such as Pay-Per-View events, certain Video On Demand items, etc. Additionally, certain types of calls may be billed on a measured basis including international long distance and directory assistance calling.

d. **Late Fees.** If you fail to pay your bill by the due date on your billing statement, we may charge you late fees and collection fees (including field collection fees that apply if we send someone to your home in an attempt to collect amounts you owe us). Except where late fees are set pursuant to law, the current late fee you will incur each month is \$5.00, or 1.5% of the amount past due, whichever is greater. You will be responsible for reasonable attorney's fees and costs incurred by ALLO in our collection attempts of any past due amounts not paid by you.

You are eligible for a one-time forgiveness of a late payment charge each calendar year. If your eligibility has been used, and you fail to pay the amount owed, we may suspend or terminate any Services provided to you, and may require you to pay a reconnect fee, in addition to paying all outstanding balances, prior to restoring your Services. It is your responsibility to ensure ALLO is in receipt of your payment on or prior to the due date indicated on your billing statement.

e. **Trial/Introductory Rates and Promotions.** If you are receiving promotional or trial/introductory rates, you may cancel your Services at any time prior to the end of the

promotional period by notifying us in writing, in person, or by telephone. Once the promotional or introductory period expires, regular charges for the Services will apply unless you notify us you would like to terminate such Services.

**f. Thirty (30) Day Money-Back Guarantee.** You must not have subscribed to an applicable Service within the previous thirty (30) days. To be entitled to this Money-Back Guarantee, your request for up to thirty (30) days prorated credit must occur within thirty (30) days of your installation or change of service date. This Money-Back Guarantee will initially be provided in the form of a credit. There is a limit to one credit per Service, within any single ninety (90) day period. If you continue to receive another ALLO Service, your credit will be available on your next billing statement. If, instead, you cancel **all** Services with ALLO, your credit will first be applied to any outstanding financial obligations you may have with ALLO. The remaining amount, if any, will be refunded back to you. We reserve the right to terminate or revoke this Thirty (30) Day Money-Back Guarantee at any time and without prior notice. Credits may be applied to any of the following: (i) monthly recurring service and wire maintenance charges and/or (ii) equipment charges (the credit is subject to timely equipment return in accordance with this Subscriber Agreement for the applicable Services.) You may not receive a credit for, and will remain responsible for, the following: (i) local and state taxes; (ii) other fees and surcharges; (iii) non-standard installation charges (including complex, underground, custom work, special construction and/or additional outlets); (iv) transactional TV purchases (including Pay-Per View and/or On Demand); and/or (v) transactional Phone purchases (including per-minute domestic and/or international long-distance directory assistance, and/or operator assistance charges).

**g. Deposits.** We may require a security deposit from you when you initiate our Services. If Services are terminated and you have an outstanding balance owed to us, we may deduct that amount from your security deposit, or, if applicable, charge that amount to the bank account you have authorized on your auto-payment.

**h. Billing Errors.** Disputes concerning your bill may be directed to ALLO by telephone, in person, or in writing. In the event of a dispute concerning the bill, you understand you are still required to pay a sum of money equal to the amount of the undisputed portion of the bill. Your Services shall not be disconnected for nonpayment of the disputed amount. A late fee may be assessed upon any outstanding undisputed balance due that remains after the due date indicated on your billing statement. We limit retroactive adjustments for billing errors to ninety (90) days prior to the date the error is discovered. In the event of a billing error, you must notify us within thirty (30) calendar days of the day you receive your bill. If no notice is received, you acknowledge your waiver of any right to receive a refund or credit.

**i. Credit Card Payments.** Use of a credit card to pay for the Services is governed by the credit card issuer agreement. You must refer to that agreement for your responsibilities and liabilities as a cardholder. By providing us with a credit card number, you authorize us to charge the card for all charges generated under this Agreement, until its termination, or prior authorization by you to stop charging the credit card. It is your responsibility to provide ALLO with updated credit card information on a timely basis prior to the expiration or termination of the credit card on file. We shall not be responsible in the event your credit card limit is insufficient to cover payment.

#### **4. Changes to Services, Fees, and Prices**

a. We reserve the right, in our sole discretion, to modify the terms in the Agreements, add to, rearrange, or discontinue any or all aspects of the Services offered (including programming or

features contained in the Services,) and/or change or impose new prices and fees. The Agreements, as revised from time to time, are accessible at <http://allocommunications.com/>. The most recent version of the Agreements shall supersede any prior versions which may have been provided to you.

b. Unless otherwise specified by applicable law, ALLO will give you thirty (30) calendar days prior notice of any material changes affecting our Services, prices, or fees, and the effective date of such changes. Notice of such changes will be included with your billing statement. You have the right to cancel your Services if such changes are no longer acceptable to you; however, you will be considered to have accepted upon your continued use of the Services after the specified effective date.

## 5. Service Issues

a. **Interruptions and Credits.** In the event of a service interruption with your Internet, digital TV, or phone, occurring for more than twenty-four (24) consecutive hours after the earlier of being reported to ALLO or being found by ALLO to be out of order, resulting from causes solely within our reasonable control (aside from service interruptions resulting from your failure to pay amounts owed to us, any willful or negligent act by you or a third party, any Customer-Owned Equipment malfunctioning, our inability to gain access to your premises, or other violations of the Agreements,) you will be issued a credit to your bill for the period of the service interruption, upon your request. Requests for credit must be made within five (5) business days following the service interruption. Unless required by law, such credit will not exceed the fixed monthly charges for the month of such Services interruption and will exclude all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. **UNLESS PROHIBITED BY LAW, SUCH CREDIT WILL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICES.**

We will abide by applicable law, if such law imposes other credit requirements than described above, with respect to service interruptions.

b. **Force Majeure.** We have no responsibility for service problems that are beyond our reasonable control. Examples of problems beyond our reasonable control include acts of God, flood, fire, fiber cuts, those caused by storms and other natural disasters, third party damage to access networks, failure of any signal at the transmitter, failure of a communications satellite, loss of use of utility facilities, vandalism, terrorism, unavailability of right-of-way, any law, order, regulation, or governmental act, civil disturbances, power failures, computer viruses, or strikes.

## 6. Content

a. We exercise no control over the content of the information passing through our network and accessed through the Services. We have no duty to monitor, review, remove, or edit any material passing through or residing on our network or servers, although we reserve the right to do so. Some sites contain information that you may consider obscene or harmful. We shall not be responsible in any manner and to any extent for sites or postings that might be considered obscene, offensive, harmful, or illegal. You are responsible for your own monitoring and viewing habits, including those of minors within your household. We make no warranties of any kind, whether express or implied, about the content of the information passing through our network or accessed by you through the Services. Use of any information obtained through the Services is

at your sole risk. We specifically disclaim any responsibility for the accuracy or quality of information obtained through the Services.

b. You are responsible for securing your data and communications. We will not be responsible if a third party gains access to your data or communications, the Services, or your Customer-Owned Equipment. We deem all use of the Services from the location which you receive such Services, including any communications made through the Services, whether authorized by you or not, as your use (such as charges attributed to WiFi Calling, Video on Demand, Pay-Per-View, etc.) All charges attributed to your account will be your sole responsibility, and you agree to indemnify ALLO from any liability which may arise relating to such charges.

## 7. Equipment

a. The ALLO-Supplied Equipment is, at all times, the sole and exclusive property of ALLO, regardless of payments made by you related to this Subscriber Agreement. At no time will ALLO be deemed to have abandoned the ALLO-Supplied Equipment in the event it is not retrieved upon termination of any Services. You are to use ALLO-Supplied Equipment only for the purpose of using the Services as set forth in the Agreements. You agree not to sell, transfer, lease, assign, or encumber ALLO-Supplied Equipment, in whole or in part, to a third party, or allow a third party use of your Services.

b. You agree to allow us, or our agents or representatives on our behalf, access to the premise where the Services are provided to install, maintain, inspect, upgrade, disconnect, alter, remove, or replace ALLO-Supplied Equipment. Such access will be provided during regular business hours and with reasonable notice provided. You affirm that you are the legal age of majority in your state and have the authority to provide us with access to the premise, or that you have obtained the necessary approval(s) for us to access the premise. Neither ALLO personnel, nor ALLO agents or representatives, shall enter the premise where the Services are provided to perform any work unless a responsible adult is present. You agree to indemnify and hold harmless (including costs and reasonable attorney's fees) ALLO personnel and/or our agents or representatives from any claim by the owner of the premise arising out of our performance of this Subscriber Agreement.

c. Neither ALLO, nor its agents or representatives, shall be liable for any effects of normal installation or repair workmanship, except for damages caused by gross negligence or willful misconduct by ALLO personnel, or its agents and representatives. Subject to other limitations on liability contained in the Agreements, ALLO's liability for damages associated with the installation, maintenance, or repair of the ALLO-Supplied Equipment shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the Services for the period during which the Services were affected.

d. We reserve the right to make changes to ALLO-Supplied Equipment through downloads or otherwise. If we change our equipment requirements with respect to our offered Services, you acknowledge you may not be able to receive such Services with your current ALLO-Supplied Equipment. Your continued use of the Services after such changes will constitute your consent to continue using the Services, as so changed.

e. **Moving Fee.** You agree not to relocate ALLO-Supplied Equipment to a premise other than the premise where the Services were initiated and continue to be billed. ALLO-Supplied Equipment may be moved to a different premise only when we have approved your change of residence request. Only ALLO personnel, or agents or representatives on our behalf, may

relocate ALLO-Supplied Equipment. A moving fee will be charged to your next bill for this service. You must notify us at least ten (10) days prior to your move so that we may arrange transfer of your services and the ALLO-Supplied Equipment provided to you. When changing your services or transferring your services to a new location, we require that your account be in good standing, and your credits or charges from your previous premise shall be transferred to your new premise where services will be rendered.

f. **Repair and Replacements.** We shall repair and/or replace ALLO-Supplied Equipment provided to you at no charge, unless such repair or replacement was a result of your or third party's misuse, negligence, fault, or theft. ALLO is only responsible for bringing service to the input of Customer-Owned Equipment, and will not be responsible for the repair or replacement of such equipment. Any repair charges related to your or a third party's misuse of any ALLO-Supplied or Customer-Owned Equipment affecting your Services will be your responsibility to pay. You agree not to allow any ALLO-Supplied Equipment to be serviced by non-ALLO personnel, agents, or representatives.

g. If the ALLO-Supplied Equipment is lost, stolen, damaged, or tampered with, you agree to pay to us the retail replacement cost of the ALLO-Supplied Equipment, without deducting for depreciation or regular wear and tear. You agree to return lost or stolen ALLO-Supplied Equipment that is recovered, even if you have paid ALLO for its replacement cost. See our current retail [equipment costs](#).

h. Our equipment and Services are being provided to you for your non-commercial use only. You agree not to resell, charge for, or redistribute all, or any portion, of the Services. Customers receiving digital TV agree not to redistribute or retransmit for any commercial purpose, regardless of whether or not you make a profit. Those receiving phone services agree not to use our Services for commercial purposes, including for the purpose of conducting telemarketing or auto-dialing, or for any other use inconsistent with normal residential calling. You agree not to provide persons who are not members of your household with access to our Services or ALLO-Supplied Equipment, including your passwords and/or usernames. You agree you will not, nor allow others, to misuse, tamper, or remove ALLO-Supplied Equipment or use it contrary to this Subscriber Agreement. Tampering with or altering with the network to receive unauthorized services is a Federal crime punishable by fines and/or imprisonment. You are prohibited from removing, manipulating, or altering in any way our logos, markings, labels, serial numbers, or other identifying information from the ALLO-Supplied Equipment. Our AUP for residential Internet is located at: <https://www.allocommunications.com/privacy-and-terms/> (or an alternative website if we notify you). We may modify the AUP from time to time with the new version being posted as set forth above, with or without notice to you.

i. If you knowingly access Services that you have not paid for or enable others to access such Services that they have not paid for, or cause or assist in the willful damage, alteration, or destruction of ALLO-Supplied Equipment, or unauthorized reception or diversion of Services, you will be considered to have breached the Agreements, and you may be subject to statutory damages, fines, or criminal charges.

j. The Services provided to you may differ depending on which ALLO-Supplied Equipment you use. For example, Services and user experience may differ depending on whether you have our Wireless TV Box, Whole Home DVR, or Whole Home HD Equipment. Not all ALLO-Supplied Equipment will support all Services and certain Services may not be available in all areas.

k. You shall be responsible for the proper installation, operation, and maintenance of any Customer-Owned Equipment that is used by you in connection with the Services, and you shall ensure that such equipment is technically and operationally compatible with the Services and in compliance with all applicable laws and regulations. We shall have no obligation to provide, maintain, service, repair, connect, replace, or service your Customer-Owned Equipment, or provide customer support relating to any issues relating to the compatibility with the Services. Customer-Owned Equipment can include, but is not limited to, TV, modem, cabling, telephone, or other equipment.

l. **Fiber Network.** You understand and agree that the fiber installed or provided by ALLO will remain connected on the premise through the duration of your Services with us, as well as after termination of the Services. Fiber service is installed either underground or aerial, and will usually follow the same route as existing telephone or television cabling. You acknowledge that ALLO will need access to either your front or back yard, depending on your neighborhood power and communications utility locations. For new and existing single unit installations, the fiber shall become a fixture to the realty upon installation. You shall be responsible for the payment of any damages resulting from your or a third party's negligence or misuse of the fiber network. You acknowledge and agree that you or a third party may not remove, replace, rearrange, attach to, or repair the fiber network. You may otherwise be held responsible for the cost of rectifying the fiber network and we may terminate or suspend your Services.

## **8. Software License**

a. To facilitate your use of our Services, we may provide you with software and/or firmware. Any software or firmware provided with our Services or contained within the ALLO-Supplied Equipment may only be used for non-commercial and private use to the extent necessary to use or receive the related Services. You are being granted a revocable, personal, limited, non-transferable, non-assignable, and non-exclusive license to download, install, and use the software or firmware, so long as this Subscriber Agreement remains in full force and effect. Use of such software or firmware does not give you any ownership rights, and you may not sublicense, lease, rent, or assign the software or firmware. Except for your limited license to use the software or firmware, all other intellectual property rights associated with them shall remain at all times with us and/or our licensors. You agree that you shall not, nor shall you permit others, to publish, duplicate, display, modify, distribute, reverse engineer, transmit, decompile, attempt to create the source code from the object code for the software, or create derivative works from the software or firmware, in whole or in part, including any written materials provided in conjunction with them.

b. We may, from time to time, modify the software or firmware, including through remote downloads to ALLO-supplied and your Customer-Owned Equipment. If you receive a software update notification from us, it is your responsibility to promptly perform an update. Failure to do so may result in the ALLO-supplied and/or your Customer-Owned Equipment no longer being compatible with our Services. You represent that you have the authority to grant us access to your Customer-Owned Equipment to make such modifications. You agree to take no action to interfere with such automatic upgrades, scanning, and related services.

## **9. Deletion of Materials**

a. In accordance with our storage policies, we reserve the right, in our sole discretion, during the term of this Agreement and upon its termination, to delete your voicemail, call details, DVR recordings, data, files, and other information stored on our servers, systems, or any ALLO-

Supplied Equipment. In the event you cancel your phone service without porting your telephone number to another service provider, you will forfeit the telephone number. You understand and agree that we shall have no liability whatsoever for any loss or removal of such data or information.

## 10. ALLO Phone Subscribers

a. **Electrical Power is Required.** Our Services use electrical power in your home. If your power is interrupted, you may not be able to make or receive calls, use 911, home security or medical monitoring services. If you so request, we will provide you with a battery backup for a fee. A battery backup does not guarantee you will be able to make or receive calls or use 911 in the event of a power interruption. Additionally, calls may not be completed if there is a problem with network facilities, including network congestion, network/equipment/power failure, or any other technical or service issue. You may be unable to use our phone service to call 911 in these instances.

b. **Home Security and Medical Monitoring.** You understand that our phone service may not be compatible with certain home security systems or medical monitoring and personal emergency alert devices, and that we accept no responsibility for the performance of such devices and systems with our phone service. If you intend to use our phone service with a third party's home security or medical monitoring system or device, you are responsible for making sure it works properly and for the cost of doing so. You should contact your home security or medical monitoring provider to determine whether our phone service is compatible with its systems and to test the system's operation.

c. **911 Information.** The device that we provide to you for your phone service is linked to the address you provided to ALLO. In order for your 911 calls to be properly directed to emergency services, ensure you have provided us with your correct premise address. If you move the device to a new address without first obtaining the necessary approval from us, you will be in violation of this Subscriber Agreement. Furthermore, moving the device to an unauthorized address may result in emergency personnel being unable to locate you. Ensuring we have the correct address listed with the 911 database can take several business days from the time that you subscribe to our phone services.

d. **Directory Listing Errors.** If we make available the option to list your name, address, and/or telephone number in a published directory or database, and fail to comply with your request regarding directory listing information (for example, we list the wrong information, fail to include information you requested be listed, or list information you requested remain unpublished,) you may be entitled to a credit under our policies, equal to one month's service or, if greater, an amount prescribed by applicable regulatory requirements. Please contact our office for more information. Other than these credits, we have no liability with respect to directory listings. YOU AGREE TO HOLD ALLO, OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OUR AGENTS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS SUBSCRIBER AGREEMENT, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES CAUSED OR CLAIMED TO HAVE BEEN CAUSED, DIRECTLY OR INDIRECTLY, INCLUDING LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFITS, ARISING FROM THE ERRORS OR OMISSIONS REFERENCED IN THIS PARAGRAPH.

e. **Unlimited Calling.** ALLO unlimited calling applies to the continental contiguous 48 states, and Washington, D.C, and is based on normal residential, non-commercial use. Unlimited

calling excludes all calls made to Alaska, Hawaii, United States territories and possessions, Mexico, and all other foreign countries or protectorates and territories. Unlimited calling also excludes 900, and 900-like numbers, and entertainment phone services. Additional charges will apply for all calls outside of the contiguous 48 states and Washington, D.C., directory assistance calling, and operator services.

f. **ALLO WiFi Calling (With Home Phone) Subscribers.** WiFi Calling, an additional phone option, provides you the ability to manage calls made to your home phone number by allowing you to make and receive voice calls and send SMS and MMS messages on your wireless device over a WiFi connection to the internet. To activate your WiFi Calling, you must first register the address from which you are most likely to use the service. You must have an Android or Apple Smart Phone, Tablet, or PC and be subscribed to WiFi calling with ALLO and have the feature enabled on your wireless device. You must have access to the internet over a WiFi connection in order to use WiFi Calling. You understand that while using WiFi calling, you will be using internet data on the WiFi connection; therefore, internet service charges, roaming charges, data charges and overage rates, if applicable, may apply in accordance with your wireless device/mobile service provider or third party internet provider. If using a third party internet provider, you acknowledge that any issues with your internet or wireless data service are not the responsibility of ALLO, and ALLO shall not be held responsible for any service availability or reliability issues. It is your responsibility to resolve any such issues with your internet service provider and/or wireless device/mobile carrier, as applicable. You understand that if you switch from WiFi Calling to the mobile network, your call will drop. Additionally, you understand that certain types of calls are location-based (e.g., 511 Traffic Reporting, 311 City Services, and 811 Call Before You Dig) and may not be accurate when using WiFi Calling. You acknowledge that WiFi Calling should not be used to initiate 911 calls; rather, you may call 911 directly using your cellular network or from a landline telephone. If you use our WiFi Calling service to make 911 calls, and you are away from the address you registered with us, you must provide emergency responders with your precise location. We accept no responsibility if emergency personnel are unable to locate you.

g. **Tariffs.** If ALLO has filed a tariff with your local Public Service Commission (or similar state agency), then the tariff will govern, in whole or in part, your receipt of ALLO phone service.

## 11. Internet Service

a. **Service Level Limits.** Each Service level may have a Maximum Throughput Rate or other characteristics. We can set or change the Maximum Throughput Rate or other characteristics of any Service level. If we do, we may put in place additional terms to address usage that is not consistent with the resulting Service level.

b. **Throughput Rates.** The Throughput Rate will be tested to your premise. You acknowledge that you may not receive maximum throughput speeds at certain times. The Throughput Rate you experience at any time will be affected by a number of factors, including the nature of the Internet and its protocols, our facilities, the bandwidth we devote to carriage of protocol and network information, the condition and configuration of our Equipment or your Customer-Owned Equipment at your location, whether you use an in WiFi network (which can significantly limit the Throughput Rate obtained by devices attached to it,) our use of data volume and congestion on our network and the Internet, the time of day you are using the Service, and the performance of the website servers you try to access.

c. **Your Transmissions.** If you send or post materials through the Service, you are responsible for the material and confirm that you have all necessary rights to do so. You grant us, with no obligation to pay you, all rights we need to complete your transmission or posting. If we determine that the transmission or posting violates our Agreements, we may (but have no duty to) delete the materials, block access to them, or cancel your account.

d. **Addresses.** Use of the Service does not give you any ownership or other rights in any Internet Protocol, email or Internet addresses that may be provided to you as part of the Services. We may modify or change these addresses at any time without notice to you. Upon termination of your Service account, we reserve the right to permanently delete or remove any or all addresses associated with such account.

## 12. Violations of this Policy

a. If ALLO receives notice from a third party, or if we reasonably believe that you have violated any of the terms of the Agreements (including, without limitation, for failure to pay for the Services when due), then we shall have the right, in our sole discretion, without prior notification to you, without limiting any other rights or remedies we might have, and without incurring any obligation or liability to you, to temporarily discontinue furnishing Services to you, in whole or in part, or to terminate Services to you. We may charge a reconnect fee for any discontinued Service that is subsequently reconnected.

## 13. Telephone and Email Contact Consent

a. **Telephone.** To provide you with better and more efficient customer service, you certify that you are the subscriber to the provided cellular or other wireless number and you authorize us, and our representatives and agents, to contact you regarding your account with us or your request for services at any current and future number(s) that you provide for your residential, cellular telephone, or other wireless device using automatic dialing systems, artificial or prerecorded messages, and/or automated text messages, even if you may be charged by your service provider(s) for receiving such communications.

b. **Call Monitoring.** To ensure the quality of our Services and for other lawful purposes, you agree that we may monitor or record telephone conversations you make to us or we make to you (for example, conversations you have with our customer service representatives).

c. **Email.** You authorize us, or our representatives or agents, to email you on our behalf using the email address(es) you provide to us, including that of a wireless or mobile device, for any purposes, including the marketing of our Services. You agree that you are responsible for any charges by your wireless or mobile provider for receipt of such emails. If you do not wish to receive marketing emails, such as emails describing promotions or new services, you may click “unsubscribe” on such emails, and your address will be removed from any future marketing emails.

## 14. Waiver to Bring Legal Action

a. You acknowledge that you waive your right to commence any proceeding against ALLO if the relevant events occurred more than one year earlier. You may, however, opt out of this waiver. In doing so, the normal statute of limitations in your area will apply to any claims arising out of or

relating to the Agreements. To opt out, please send us a written opt out request to the address listed below, with your name, address, ALLO account number, and a statement that you wish to opt out of this Subscriber Agreement's "Section 14 - Waiver to Bring Legal Action." To opt out, you must notify us within thirty (30) days of the date you first became subject to the Agreements by using our Services.

Allo Communications, LLC  
c/o Nelnet, Inc.  
Attn: Legal Department  
121 South 13<sup>th</sup> Street  
Lincoln, NE 68508

## 15. Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT PROVIDES YOU WITH INFORMATION ON RESOLVING DISPUTES THROUGH ARBITRATION, AS WELL AS YOUR RIGHT TO OPT OUT.

- a. We will attempt in good faith to resolve disputes promptly and fairly. In the event a Dispute cannot be resolved, we each agree to submit the Dispute to the American Arbitration Association for resolution under its Commercial Arbitration Rules, or, by separate mutual agreement, to another arbitration institution. If we are unable to agree to an alternative arbitration institution, we each agree to mutually petition a court of appropriate jurisdiction to appoint an arbitration institution that will enforce this Section as written. The location of the arbitration will take place in Lancaster County, Nebraska, or such other place as is mutually agreed upon. All arbitration awards shall be subject to Section 18 hereof.
- b. You may not combine a Dispute that is subject to arbitration under this Agreement with a Dispute that is not eligible for arbitration under this Agreement. We each acknowledge and agree that under no circumstances will a class action be arbitrated.
- c. Notwithstanding anything to the contrary, ALLO will pay for any fees or costs required of us to pay under the local law where you are located.
- d. The arbitrator will issue an award decision in writing but will not provide an explanation for the award unless you or ALLO requests one. Any arbitration award over \$75,000 may be appealed to a three-person panel appointed by the same arbitration institute that rendered the original award. Any such appeal must be filed within thirty (30) days, and the appeal will be decided based on that institution's appeal rules, within one-hundred twenty (120) days of filing. If any party elects to appeal an award, the prevailing party in the appeal shall be entitled to recover all reasonable attorney's fees and costs incurred in that appeal.
- e. **Class Action Waiver.** Notwithstanding any other Section of this Agreement, if either you or ALLO elects to arbitrate a Dispute, neither of us will have the right to: (i) participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (ii) join or consolidate disputes with disputes of any other persons. This Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against ALLO by a state or federal government agency even when such agency is seeking relief on behalf of a class of customers, including you. This means that neither ALLO nor you will have the right to compel arbitration of any claim brought by such an agency.

f. **YOUR RIGHT TO OPT OUT.** You may decline to have disputes with ALLO arbitrated by opting out. Doing so means neither you nor ALLO can require the other to participate in arbitration proceedings, and each of us may sue the other in a court of law. To opt out, you must notify us within thirty (30) days of the date you first became subject to the Agreements by using our Services. If this Section was not then a part of the Agreements, then the date that this arbitration Section became binding on you in accordance with terms found in Section 2(a). To opt out of this arbitration Section, please send us a written opt out request to the address listed below, with your name, address, ALLO account number, and a statement that you do not wish to resolve any Dispute with ALLO through arbitration, and would like to therefore opt out of this Subscriber Agreement's arbitration obligation. Please note, your decision to opt out of this Section will not result in any adverse effect on your relationship with us or the delivery of your Services.

ALLO Communications, LLC  
c/o Nelnet, Inc.  
Attn: Legal Department  
121 South 13<sup>th</sup> Street  
Lincoln, NE 68508

g. **Confidentiality.** The arbitration proceedings under this Section shall be as confidential and private as permitted by law. To that end, we each agree not to disclose the existence, content, or results of any proceedings conducted in accordance with this Section, and materials submitted in connection with such proceedings shall not be admissible in any other proceeding; provided, however, that this confidentiality portion shall not prevent a petition to vacate or enforce an arbitral award, and shall not bar disclosures required by any laws or regulations.

h. **Jury Trial.** To the extent permitted by applicable law, for any Disputes relating to the Agreements not submitted to arbitration, and properly brought in a public court of law, ALLO and you hereby knowingly, voluntarily, intentionally, and irrevocably waive the right to a trial by jury in respect to any litigation based hereon or arising out of the Agreements, or any other dispute or controversy between ALLO and you. All Disputes, irrespective of whether or not submitted to arbitration, shall be subject to Section 18 hereof.

i. **Severability.** If any clause within this Dispute Resolution Section is found to be illegal or unenforceable, that clause will be severed from this Section, and the remainder of this Section will be given full force and effect. If the Class Action Waiver is limited, voided, or found unenforceable as to a Dispute, then this Section (except this sentence) shall be null and void with respect to such Dispute (but not as to any others that have been brought or are later brought,) subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

j. **Continuation.** This Dispute Resolution Section shall survive the termination of your Services with us.

## 16. Termination of Service

a. Unless otherwise agreed, this Subscriber Agreement will be in effect from the time the Services are initiated until they are terminated by either you or ALLO. All applicable charges and fees will accrue in accordance with this Subscriber Agreement until the Services have been disconnected and all ALLO-Supplied Equipment has been returned, subject to all applicable laws.

b. ALLO or you may terminate any or all portions of the Services at any time, in our or your sole discretion, and for any reason in accordance with applicable laws and terms of any promotional offers, as specified in this Subscriber Agreement. No financial penalty, aside from those mentioned in Section 3(d), will be assessed for termination of Services. If you terminate all or any portion of the Services, you agree to notify ALLO. We will schedule a disconnect appointment, and you agree to provide ALLO personnel, its agents or representatives access to the premise in order to disconnect all or a portion of the Services and recover ALLO-Supplied Equipment.

c. Upon termination, you agree to (i) immediately cease all use of the Services and all ALLO-Supplied Equipment and (ii) pay in full for your use of the Services up to the date the termination of this Subscriber Agreement took effect and the Services were disconnected. You must return the ALLO-Supplied Equipment to our local business office or have an ALLO technician retrieve the ALLO-Supplied Equipment from your premise at your expense. You may be charged a continuing monthly fee until all ALLO-Supplied Equipment is returned to us. We will refund all prepaid monthly service fees charged for Services after the date of termination (less any outstanding amounts due to ALLO for the Services, ALLO-Supplied Equipment, or other applicable charges and fees.)

d. You agree that termination of any or all portions of the Services cannot occur simply by writing "canceled" or any other message to that effect on your check, bill, or other such communication.

e. We reserve the right, subject to applicable law, to immediately and with or without notice, terminate or suspend the Services and/or to remove from the Services any information transmitted by or to any authorized user. These actions may be taken if we (i) determine your use of the Services is in violation of this Subscriber Agreement; (ii) determine your use of the Services interferes with our ability to provide Services to you or others, or adversely affects our equipment; (iii) believe any ALLO-Supplied Equipment has been subject to tampering; (iv) reasonably believe your use of the Services violates any laws, regulations, or requirements for use; or (v) reasonably believe your use of the Services interferes with or endangers the health and/or safety of our personnel or third parties. If we suspend the Services we may require that you pay us a fee for restoring your Service, in addition to charging you the regular cost for such Services during the suspension.

## **17. Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ALLO, ITS AGENTS OR REPRESENTATIVES, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AFFILIATES, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS SUBSCRIBER AGREEMENT, FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S AND ACCOUNTANT FEES) ARISING FROM OR IN ANY WAY RELATED TO A SUIT BROUGHT BY A THIRD PARTY BASED ON YOUR USE OF OUR SERVICES OR EQUIPMENT, OR BY YOUR VIOLATION OF THE AGREEMENTS.

## **18. Limitation of Liability; Disclaimer of Warranty**

a. **LIMITED LIABILITY.** EXCEPT AS PROVIDED IN SECTION 5, NEITHER WE NOR OUR EMPLOYEES, AGENTS, OR AFFILIATES WILL BE LIABLE TO YOU FOR ANY LOSSES OR

DAMAGES OF ANY KIND BASED DIRECTLY OR INDIRECTLY ON YOUR RELATIONSHIP WITH US OR OUR PROVISION OF THE SERVICES, WHETHER BASED ON BREACH OF CONTRACT, TORT, OR FOR ANY LOSSES OR DAMAGES THAT MAY RESULT FROM INSTALLATION, USE, MODIFICATION, REPAIR, OR REMOVAL OF ALLO-SUPPLIED AND NON-ALLO SUPPLIED EQUIPMENT.

b. **NO OTHER WARRANTIES.** ALLO MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS WITH RESPECT TO THE PROVIDED SERVICES. WE MAKE NO GUARANTEES THAT OUR SERVICES, EQUIPMENT, OR SOFTWARE WILL BE WITHOUT INTERRUPTION, ERROR-FREE OR VIRUS-FREE, OR WILL BE COMPATIBLE WITH CUSTOMER-OWNED EQUIPMENT OR OPERATE AS INTENDED. OUR SERVICES AND EQUIPMENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

c. **EXCLUSION OF CERTAIN DAMAGES.** IN NO EVENT SHALL ALLO, ITS AFFILIATES, OR ITS AGENTS OR REPRESENTATIVES, BE LIABLE TO YOU FOR ANY LOST PROFITS, LOSS OR DAMAGE TO YOUR OWN EQUIPMENT, LOSS OF DATA, LOSS OF USE, SERVICE INTERRUPTION OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING YOUR INABILITY TO USE 911 EMERGENCY SERVICES.

d. ANY AND ALL EQUIPMENT AND SERVICES PROVIDED BY ALLO THAT ARE NOT PART OF THE SERVICES AS DEFINED HEREIN ARE OUTSIDE THE SCOPE OF THIS SUBSCRIBER AGREEMENT AND NEITHER ALLO, ITS AGENTS NOR ITS REPRESENTATIVES HAVE ANY RESPONSIBILITY OR LIABILITY FOR SUCH EQUIPMENT OR SERVICES. ALLO, AND ITS AGENTS OR REPRESENTATIVES, MAKE NO WARRANTIES AND ARE FREE FROM LIABILITY WITH REGARD TO THE SECURITY OF YOUR COMMUNICATION VIA OUR NETWORKS OR SERVICES, OR THIRD PARTIES GAINING UNAUTHORIZED ACCESS TO MONITOR YOUR COMMUNICATIONS. YOU ACKNOWLEDGE THE SOLE RESPONSIBILITY OF SECURING YOUR COMMUNICATIONS (INCLUDING VOICE AND ONLINE) IS YOURS.

## **19. Miscellaneous**

a. **Governing Law; Claims.** The Agreements and all Service Orders will be governed by and interpreted in accordance with the laws of the State of Nebraska, without reference to its choice of laws. You or ALLO submit to the exclusive jurisdiction of the courts located in Lancaster County, Nebraska, and agree not to commence any legal action under or in connection with the subject matter of the Agreements in any other court or forum.

b. **Entire Agreement.** The Agreements, including any attachments which are incorporated herein by reference and the other documents comprising the Agreements, are the entire agreement between you and ALLO and supersedes any prior agreements between us with respect to the Services.

c. **Partial Invalidity.** In the event that any Section of the Agreements shall be held to be unenforceable, such Section shall in good faith be renegotiated to be enforceable and shall reflect as closely as possible the intent of the original Section of the Agreements. Such negotiations shall not affect the enforceability of the remainder of the Agreements.

d. **Assignment.** You may not assign the Agreements or any or all portions of the Agreements or Services whether by operation of law or otherwise, to any other person, entity, or location, without our prior written consent. You acknowledge that ALLO may transfer or assign any portion or all of the Agreements at any time, without notice to you.

e. **No Waiver.** Failure by us to enforce at any time or for any period of time any Section or right hereunder shall not constitute a waiver of such Section.

f. **Headings.** All article and section headings herein are for convenience only and shall not be deemed to control or affect the meaning or construction of any Sections hereof.

g. **No Third Party Beneficiaries.** The Agreements do not expressly or implicitly provide any third party with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

h. **Approvals, Consents and Agreements.** Whenever a Section in the Agreements requires the approval, consent, agreement or authorization or the like from ALLO, ALLO's decision to grant the same shall be in ALLO's sole discretion.

i. **Privacy Policy.** For more information about our privacy policies regarding our collection, use, and disclosure of your personal information, see our website at, <https://www.allocommunications.com/privacy-and-terms/>.