

KMTelecom's General Terms and Conditions of Business Service

These Terms and Conditions ("Agreement") govern the provision and use of any business service ("Service") provided by Kasson & Mantorville Telephone Company d.b.a. KMTelecom ("KMTelecom," "we," "our," or "us"). By subscribing to, using, or paying for the Service, the business customer ("you" or "Customer") agrees to be bound by this Agreement and all associated policies, as amended from time to time.

1. Agreement Structure and Incorporated Policies. This Agreement is a legally binding document and incorporates by reference the following KMTelecom policies and documents: Privacy Statement, Acceptable Use Policy, Network Management Policy, High Speed Internet Service Notes, and Hosted PBX Terms and Conditions. These policies are available at www.kmtel.com/terms-and-policies. KMTelecom reserves the right to revise any component of this Agreement or its incorporated policies and will provide at least thirty (30) days' notice of any material changes. Continued use of Service after such notice constitutes acceptance. If Customer does not agree, Customer must cancel Service before material changes take effect.
2. Eligibility and Scope of Service. Service is available only to businesses or other eligible entities operating within KMTelecom's serviceable areas. The individual accepting this Agreement represents that they are authorized to do so on behalf of the business. Any resale, redistribution, or sharing of the Service outside the business without express written authorization is prohibited and constitutes grounds for immediate termination.
3. Installation, Equipment, and Access. KMTelecom may provide or lease equipment necessary for Service access. This equipment remains KMTelecom's property at all times unless otherwise agreed to in writing. Customer agrees to: a) provide reasonable access to business premises for installation, repair, or retrieval; b) use equipment solely as intended and not alter, move, or tamper with unless instructed to otherwise by KMTelecom employees; c) protect equipment from damage, theft, or misuse; d) return all leased equipment in good working condition upon termination or be subject to replacement charges. We reserve the right to require a refundable security deposit for equipment at activation or reactivation. KMTelecom is not responsible for damage to customer-owned equipment, wiring, or property due to installation or maintenance unless caused by gross negligence. Inside wiring installed beyond the Network Interface Device becomes the property of the dwelling owner upon completion of installation; ongoing maintenance is the Customer's responsibility.

4. Service Levels and Performance. KMTelecom does not guarantee that the Service will be uninterrupted or error-free and shall not be liable for temporary outages resulting from maintenance, upgrades, or causes beyond its reasonable control. Events beyond our reasonable control are further defined in the Force Majeure clause (see Section 17). Optional service level agreement terms may apply for different services, as detailed separately.
5. Scheduled Maintenance. KMTelecom reserves the right to perform routine maintenance, upgrades, or network repairs during its standard maintenance window from 12:00 a.m. to 5:00 a.m. Central Time. During this period, Services may be temporarily unavailable or degraded. KMTelecom will use commercially reasonable efforts to notify affected customers of any planned maintenance expected to materially affect service outside of the standard window. Unavailability during the maintenance window shall not be considered a service outage or grounds for service credit
6. Emergency Maintenance. KMTelecom may perform emergency maintenance at any time and without prior notice when, in its sole judgment, immediate action is required to protect the network, comply with law, or restore Services. We will use commercially reasonable efforts to minimize the duration and impact of emergency maintenance and will notify affected Customers as soon as practicable
7. Updates to Customer Premises Equipment (CPE). You authorize KMTelecom to remotely access, modify, upgrade, patch, or replace the software or firmware on any KMTelecom-provided equipment at any time, with or without prior notice, to maintain the security, performance, or functionality of the Service as needed. You agree not to interfere with or prevent such updates and to restart or reset equipment if instructed. Updates may change or reset device settings; KMTelecom is not responsible for restoring custom configurations. Software or firmware updates are provided “AS IS” without warranties of any kind. KMTelecom is not liable for any loss of data, service interruption, or equipment incompatibility resulting from accepted updates. For customer-owned devices, you are solely responsible for ensuring compatibility with current and future versions of KMTelecom’s network and for installing any necessary updates from the device manufacturer.
8. IP Addressing. Standard Business Services includes automatic (DHCP) IP address assignment. Your IP address may occasionally change. If you need an IP that does not change, please inquire about static addressing.

9. Use of Service and Prohibited Activities. You agree to use the Service in accordance with all applicable laws and KMTelecom's Acceptable Use Policy. Prohibited uses include, but are not limited to: engaging in illegal activities or facilitating violations of law; distributing spam, malware, or launching denial-of-service attacks; attempting unauthorized access to systems, networks, or user accounts; using excessive bandwidth in a way that disrupts network performance. KMTelecom reserves the right to monitor usage patterns, investigate complaints, and suspend or terminate access for violations.

10. Third-Party Content, Applications, and Transactions. The Service may provide access to the Internet and therefore to content, products, and services that are not owned, operated, or controlled by KMTelecom ("Third-Party Content"). KMTelecom does not endorse, warrant, or assume any responsibility for Third-Party Content, including websites, software, applications, or any transactions you enter into with third parties. You access or download Third-Party Content at your own risk. KMTelecom is not liable for any loss, damage, or injury arising out of or relating to your interaction with, reliance on, or purchase of Third-Party Content. All disputes concerning Third-Party Content are strictly between you and the third party. You agree to hold KMTelecom harmless from claims or damages arising from such disputes.

11. Billing, Charges, and Payment Terms. By accepting Service, you authorize KMTelecom to charge your chosen payment method for recurring fees unless you revoke that authorization in writing. Service is billed on a monthly basis in advance, with any additional usage-based or prorated charges billed in arrears. Statements are issued electronically or by mail. Full payment is due on the due date specified on your invoice. Failure to pay in full by the designated due date may result in late fees. If payment is not received within sixty (60) days of the due date, your service may be suspended or disconnected. Accounts in non-pay status may also be subject to collection fees. Returned payments may incur additional fees. These fees are intended to compensate KMTelecom for its administrative costs and are not a penalty.

12. Service Changes, Termination, and Suspension. KMTelecom may modify pricing, terms, or features of the Service with 30 days' written or electronic notice. Customers may cancel at any time. We may suspend or terminate Service for: non-payment; policy violations; network abuse; fraudulent or unlawful conduct; business or operational necessity. Upon termination, all leased equipment must be returned in good working order. Failure to return equipment will result in a replacement fee charged to the account. Reactivation of a suspended or disconnected account requires full payment

of all past-due amounts, applicable reconnection fees, and, if necessary, equipment return or replacement. A security deposit may also be required.

13. Credits, Refunds, and Dispute Resolution. Credits for outages or service disruptions are not automatic and will be issued solely at KMTelecom's discretion. You must report billing disputes within 30 days of the invoice date. Failure to dispute a charge within this time period may be deemed a waiver of your right to contest the charge. KMTelecom encourages customers to resolve disputes through our Customer Service department. If unresolved, either party may pursue claims through a court of competent jurisdiction in the State of Minnesota. KMTelecom reserves the right, with thirty (30) days' notice, to adopt a binding arbitration requirement for disputes not subject to small-claims jurisdiction; acceptance will follow the change-notice mechanism in Section 1.

Credit balances are reviewed and processed on a monthly basis. Refunds are issued by check at the beginning of each month. If a customer discontinues service and a credit balance remains on the account, refunds are typically processed within two (2) to three (3) billing cycles. However, whenever possible, efforts are made to issue refunds in the month immediately following service cancellation. Refunds are not issued for credit balances under \$5.00. Any remaining balance below this threshold will not be refunded.

14. Warranty and Limitation of Liability. KMTelecom disclaims all warranties, express or implied, including any warranty of merchantability, fitness for a particular purpose, or non-infringement. Service is provided "AS IS" and "AS AVAILABLE." In no event shall KMTelecom be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, data, or access. Our aggregate liability shall not exceed the total amount paid by you for the Service in the six (6) months prior to the event giving rise to the claim.

15. Indemnification. You agree to indemnify and hold KMTelecom, its officers, employees, and affiliates harmless against any third-party claims, liabilities, or expenses arising out of: your use or misuse of the Service; breach of this Agreement or incorporated policies; violation of any law or third-party right, including intellectual property.

16. Privacy and Customer Proprietary Network Information (CPNI). Your privacy is important to us. KMTelecom collects, stores, and uses customer data in accordance with its Privacy Statement and applicable law, including the FCC's CPNI rules. We may use or disclose such information only as permitted by law or with your express consent.

You have the right to restrict access to your CPNI at any time by contacting Customer Service. In the event of a data breach, we will notify affected customers and regulators without unreasonable delay, consistent with Minn. Stat. § 325E.61 and applicable federal law. Business customers are responsible for their own compliance with any industry-specific privacy obligations.

17. Communications and Notices. By enrolling in KMTelecom Service, you consent to receive account-related communications, which may include but are not limited to billing notifications, Service outages, policy updates, installation and repair scheduling, and support follow-ups. These may be delivered via email, postal mail, phone calls, automated calls, text messages (SMS), or through your monthly invoice. You understand and agree that KMTelecom may use automated technology to contact you for these Service-related purposes, and you consent to such communications. Message and data rates may apply. If you wish to stop receiving SMS messages from a specific KMTelecom phone number or texting service, you may reply STOP to any text message sent from that number. Please note that replying STOP will only opt you out of messages sent from the specific phone number or texting service you received the message from. You may continue to receive messages from other KMTelecom numbers or services as needed for Service delivery. KMTelecom will not send promotional or advertising messages without your express written consent.
18. Force Majeure. KMTelecom shall not be liable for any delay, failure, or interruption in Service caused by events beyond its reasonable control, including but not limited to, acts of God, natural disasters, pandemics, war, terrorism, civil disturbances, labor disputes, power failures, cyberattacks, or governmental restrictions.
19. Assignment. You may not transfer or assign your rights or obligations under this Agreement without prior written consent from KMTelecom. We may assign or delegate our rights and obligations at our sole discretion.
20. Waiver and Severability. No failure or delay by KMTelecom to enforce any right or provision under this Agreement shall constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorized representative of KMTelecom. If any provision is held unenforceable, it shall be deemed modified to the minimum extent necessary to comply with law, and the remainder of the Agreement remains in full force.

21. Survival. Any provisions of this Agreement which by their nature should survive termination (including but not limited to Sections 9, 10, 13, 14, 15, 17, 19, 22) shall remain in full force and effect after termination of Service.
22. Entire Agreement. This Agreement, including all incorporated policies, represents the entire understanding between you and KMTelecom regarding the Service. If any part is found to be unenforceable, the remaining provisions shall remain in effect.
23. Governing Law and Jurisdiction. This Agreement is governed by the laws of the State of Minnesota. Any legal actions must be filed in the state or federal courts located within Dodge County, Minnesota
24. Contact Information. KMTelecom's Customer Service can be reached via www.kmtel.com/contactus, (507) 634-2511, or contactus@kmtelcomfiber.com.