

These terms and conditions represent the complete agreement and understanding between Clearwave Com. and the subscriber and will supersede any other written or oral agreement. Clearwave Com. may modify these terms and conditions and/or modify the prices, as well as discontinue or change the service offered. If you have any questions about the Clearwave Com. Terms and Conditions, please contact Clearwave Com. at 1-877-552-9283, Monday thru Friday, 8 AM to 5:30 PM.

Clearwave Telephone Service and Bundled Service Terms and Conditions These terms and conditions are in addition to the terms represented in the Clearwave FCC tariff which is viewable by accessing the Clearwave Com. website at www.clearwave.com. All Telephone Service and/or Telephone/Internet Service pricing plans and packages are subject to change at any time. All telephone packages including Free Dial-up Internet or discounted DSL service require a 1-year service agreement. "Free" Dial-up Internet included with certain Telephone Service plans is not compatible with other Dial-up Internet Service Provider's service. Use of another internet provider's dial-up connection via Clearwave Local Telephone service may be cause for service termination. Unlimited calling plans (LCP+; ILCP; 4SRCP, NCP) are subject to a \$100.00 early termination fee per line if service is cancelled for any reason prior to the end of the contract term. Additional early termination fees will apply for bundled services purchased if either the voice or DSL is cancelled prior to the end of term agreement (I.E. LCP Voice and DSL bundle). Existing voice subscribers that add DSL to their voice line, and have completed their initial voice contract, would be subject to a \$150.00 early termination fee per line if either or both of the services (Voice/DSL) are cancelled prior to the end of the contract term. Service will continue on a month-to-month basis following the initial term for any service requiring an annual contract. Calling areas for Unlimited plans are as follows: Local Calling Plan Plus- all NPA/NXXs in the subscriber's LATA are considered local calls. Illinois Calling Plan- all Illinois NPA/NXXs are considered local calls. 4-State Regional- All NPA/NXXs in IL, IN, MO, KY are considered local calls. National Calling Plan- All NPA/NXXs in the continental U.S.A, (not including AK, HI, P.R.) are considered local calls. Subscribers on the following Clearwave Unlimited Calling plans (LCP+; ILCP; 4SRCP; NCP) are eligible to upgrade/downgrade their service to any level within their service class (UNE or UNE-P rate plans), but requires new 1 year contract with a \$100 early termination fee per line. Downgrading to Local Calling Plan (LCP) from any Unlimited Calling Plan (LCP+; ILCP; 4SRCP; NCP) would be treated as a service termination and therefore early termination fees will apply if, and/or other order fees may apply. Subscribers on the Clearwave Local Calling Plan Plus (LCP+) calling plan may not downgrade to a lower service plan at any time during the term of agreement, doing so would be breach of contract. Following the term, Local Calling Plan Plus subscribers wishing to downgrade would be subject to any or all of the following if they choose to downgrade to Local Calling Plan (LCP): service termination; extended interruption of service; non-voluntary forfeiture of subscriber telephone number. Start of service fees are non-refundable if service is cancelled even prior to activation. Clearwave Com. is not responsible for inside wiring. An Inside Wire Maintenance plan is available. See stores for details. Clearwave is not responsible for any end user equipment to include telephones, fax machines, personal computers, modems, etc. Service problems related to use of internet service, whether or not provided by Clearwave, does not constitute breach of contract on behalf of Clearwave Com. for telephone services provided. Clearwave promises to provide working telephone service to at least one previously working jack per telephone number, unless in the case of a business where a PBX or key system is in use. If a new subscriber does not have a working jack, a Clearwave technician will install one jack. The new jack will be installed on the main floor of the service address building. The cable will be no more than 50' long and will be ran on the outside of the premises and in to the premises through an exterior wall and mounted on the interior of the exterior wall. Clearwave technicians will not run cabling under structures, through attics, crawl spaces, or trench cable to out buildings of any type. Advertised pricing and/or pricing on a subscriber's service agreement does not include applicable taxes and regulatory fees, to include the monthly Interstate Access Charge (\$6.50, \$8.85 or \$9.20 depending on service address and subscriber type). **See also Common Terms and Conditions as they apply to all subscribers.**

Clearwave Dial-up Internet Terms and Conditions Clearwave Com. will provide Dial-up Internet services on its network to individual subscribers in exchange for payment of fees and compliance with the terms and conditions of this document. Clearwave Com. considers services to be rendered when the user's login and password have been correctly activated providing reasonable access to that account. Clearwave Com. is not responsible for a user's failure to access the account because of any action or equipment failure outside the control of Clearwave Com. All users are responsible for insuring their equipment meets the Minimum System Requirements. Clearwave Com. acknowledges no other warranties implied or expressed other than those outlined in this document. Clearwave Com. user accounts are for individual users, and the subscribers therefore agree not to share the password of the account. A Dial-up Internet account is for the un-metered usage of ONE user or household only, with reasonable un-metered use. Reasonable un-metered use is defined as one person sitting at a computer using the service. Leaving connections idle, leaving connections online for others use, or sharing accounts is considered to be abuse. The subscriber acknowledges Clearwave Com. will terminate the account after appropriate notification if the subscriber does not comply with this policy. The subscriber agrees to use the services provided by Clearwave Com. as permitted by applicable local, state, and federal laws. The subscriber agrees, therefore, not to use these services to conduct any business or activity or solicit the performance of any activity that is prohibited by law. The subscriber agrees to indemnify and hold Clearwave Com. harmless from any claims, including attorney's fees, resulting from the subscriber receiving Clearwave Com. services, which cause direct or indirect damage to another party. Clearwave Internet service is billed on full month increments and the service charges following termination will not be prorated. Additionally, subscribers must use the 800 access number provided by Clearwave that corresponds to their calling plan to access Clearwave dial-up internet unless instructed to do otherwise by a Clearwave representative. 800 numbers provided to use Free Dial-up service are intended to be used to access the service from your Billing Telephone Number. A local access number must be used if you intend to access the internet using Clearwave dial-up service from outside your Billing Telephone Number (home telephone number). See the Clearwave website listed above for a list of local access numbers to use for this purpose. **See also Common Terms and Conditions as they apply to all subscribers.**

DSL and Fixed Wireless Terms and Conditions Clearwave Com. will provide DSL or Fixed Wireless services on its network to individual subscribers in exchange for payment of fees and compliance with the terms and conditions of this document. DSL and Fixed Wireless speeds are not guaranteed. The actual speed of your service when you download or upload files may be lower due to a number of factors, including the condition of your phone line and inside wiring, Internet or internal network congestion and the speed of the Web sites you visit, radio interference, among others. Therefore, we cannot guarantee the actual connection/throughput speeds you will experience, or the uninterrupted use of service. Clearwave Com. considers services to be rendered when the service has been correctly activated at the user's DMARC or radio unit. Clearwave Com. is not responsible for a user's failure to access the account because of any action or equipment failure outside the control of Clearwave Com., to include user error, the underlying DSL circuit provider (Frontier), customer premise wiring faults or any other end user problem. All users are responsible for insuring their equipment meets the Minimum System Requirements for broadband service. See Clearwave website www.clearwave.com for minimum system requirements. Clearwave Com. acknowledges no other warranties implied or expressed other than those outlined in this document. DSL and Fixed Wireless service performance is not guaranteed and is considered "best effort" UP TO the subscribed to service level. Static IP subscribers- Clearwave Com. reserves the right to change a subscriber's IP address at any time. Costs incurred by subscriber from third party billing for IT services for IP address changes is not the responsibility of Clearwave Com. DSL Modem kits purchased include up to 5 line filters. Additional filters may be purchased when necessary. Multi-line phone filters are not included with the modem kit. Clearwave makes available DSL modems with a built-in wireless router. Clearwave does not set-up or support wireless networking, and is not responsible for service interruptions due to wireless modem problems, and/or any internal network or PC related issue. Clearwave highly recommends to all end users to maintain current anti-virus and spy ware detection and removal software. If a subscriber terminates an extended service agreement or annual contract for DSL service prematurely, a \$150.00 early termination fee will be charged to the subscriber's account. If a Fixed Wireless subscriber terminates an extended service agreement or annual contract for service prematurely, a \$350.00 early termination fee will be charged to the subscriber's account. Additional early termination fees may apply if DSL or Fixed Wireless service is bundled with a contracted voice service line. See Telephone Service Terms and Conditions above. Clearwave promises to provide working DSL service to at least one previously working jack per DSL account. If a new subscriber does not have a working jack, or in the case of Naked DSL where an additional jack may be required, a Clearwave technician will install one jack. The new jack will be installed on the main floor of the service address building. The cable will be no more than 50' long and will be ran on the outside of the premises and in to the premises through an exterior wall, and mounted on the interior of the exterior wall. Clearwave technicians will not run cabling to interior walls, under structures, through attics, crawl spaces, or trench cable to out buildings of any type. Advertised pricing and/or pricing on a subscriber's service agreement does not include applicable taxes and regulatory fees. All DSL Service pricing plans and packages are subject to change at any time. The subscriber agrees to use the services provided by Clearwave Com. as permitted by applicable local, state, and federal laws. The subscriber agrees, therefore, not to use these services to conduct any business or activity or solicit the performance of any activity that is prohibited by law. The subscriber agrees to indemnify and hold Clearwave Com. harmless from any claims, including attorney's fees, resulting from the subscriber receiving Clearwave Com. services, which cause direct or indirect damage to another party. Start of service fees, activation fees, or set up fees are non-refundable if service is cancelled even prior to activation. **Restrictions on Use.** The Service is a consumer grade service and is not designed for or intended to be used for any commercial purpose. You may not resell the Service, use it for high volume purposes, or engage in similar activities that constitute such use (commercial or non-commercial). If you subscribe to a Fixed Wireless or DSL Service, you may connect multiple computers/devices within a single home or business to your modem and/or router to access the Service, but only through a single Clearwave-issued IP address. You also may not exceed the bandwidth usage limitations that Clearwave may establish from time to time for the Service, or use the Service to host any type of server. Violation of this section may result in bandwidth restrictions on your Service or suspension or termination of your Service. DSL modems become property of the end user once activated, and replacement of defective modems, for any reason, including acts of God such and lightning and electrical surges will be the responsibility of the subscriber, unless the defect is covered under the manufacturer's warranty. Fixed Wireless equipment is owned and will be maintained by Clearwave Communications. The subscriber would be responsible for the replacement costs of the Fixed Wireless end user equipment if it is damaged, lost, stolen while in use by the subscriber, or damaged by an act of God such as lightning or an electrical surge. **See also Common Terms and Conditions as they apply to all subscribers.**

Common Terms and Conditions Changes in service (upgrades, downgrades, cancel, additions, etc.) may take up to 45 days to go into effect. Subscribers will be charged a \$25.00 fee for every check returned due to insufficient funds or because of any holds placed on the account by either the subscriber or the subscriber's banking institution. This fee will also be charged to any credit card or check debit accounts declined because of insufficient funds or because of any holds placed on the account by either the subscriber or the subscriber's banking institution. Accounts that are delinquent will be suspended and may not be used until payment is made and the account is in good standing. Clearwave Com. accounts continue to accrue charges while they are suspended, to include late fees or finance charges. All accounts with an unpaid balance are considered open and will continue to accrue charges until account is paid. Accounts that are suspended will be reinstated after the Clearwave Com. billing department has cleared the account and the account is paid in full. Accounts will only be reinstated during the hours of 8 AM - 5 PM Monday -Friday, Central Time, not including holidays. The subscriber acknowledges full responsibility for the account until payment in full is made. Clearwave Com. reserves the right to not accept checks from a subscriber at any time. Clearwave Com. reserves the right to pursue the collection of any unpaid accounts before or after the date of cancellation regardless of the reason for cancellation. The subscriber will be responsible for all collection fees incurred to include attorney's fees and court costs. Cancellation requests for Clearwave Com. accounts must be received verbally, or in writing via fax or postal service, with 30 days advance notice, at Clearwave Com.' main office in Harrisburg, Illinois. Mailing address: Clearwave Com., P.O. Box 808, Harrisburg, IL 62946. Telephone: 877-552-9283 **Service Deposits** will be automatically refunded after being held for twelve (12) months as long as the customer has paid any past due bill owed, service has not been discontinued for nonpayment, the customer has not paid late four times, or the customer has not used a device or scheme to obtain service without payment. Deposits will be credited to the charges stated on the final bill and the remaining balance, if any, shall be returned to the subscriber within thirty (30) days after the issuance of the final bill. Interest on deposits will be paid at a rate determined by the Illinois Commerce Commission. Start of service fees, activation fees, or set up fees are non-refundable if service is cancelled even prior to activation. **Termination and/or Suspension by Clearwave.** Clearwave reserves the right to change, limit, terminate, modify or temporarily or permanently cease providing the Service or any part of it with or without prior notice if we elect to change the Service or a part thereof or if you violate the terms of this Agreement. If the termination is a result of violation by you of the terms of this Agreement, you also may be liable to pay the ETF. If Clearwave terminates or ceases to offer service to your location, you shall not be liable to pay the ETF. If your Service is reconnected, a reconnection fee may apply. **Service Calls-** Truck rolls for service related issues that are not caused by Clearwave Communications will be billed at \$85.00 per visit.