

## Locl.Net Billing Policy

Last update 10/06/18

Usage of Locl.Net products and services constitutes customer's acceptance of Locl.Net's billing policy, and all customers must comply with this billing policy.

Unless otherwise agreed in writing, all accounts are set up on a prepaid basis, and payment must be received by Locl.Net before any billable product or service is provided/activated.

Customers are required to keep a valid payment method, such as credit/debit card or ACH/eCheck, on file to charge for recurring monthly subscription fees.

Paper checks and/or manual payment are only accepted if approved by Locl.Net.

Subscription billing is based on availability of products and services, not based on usage.

Customers are responsible for keeping all credit/debit card details and contact information current. This can be done online through the Customer Portal.

All recurring subscriptions are automatically invoiced and charged to the payment method on file.

All customers MUST have a current credit/debit card or ACH/eCheck on file. In the events the Customer uses the Customer Portal to pay their monthly fees, and Locl.Net has not received a payment 10 days after the fee is due, Locl.Net reserves the right to charge the card on file even though it is not set for Auto-Pay.

A signed installation job form is considered a 12-month commitment once service is established.

Changing service plan, such as speed, is considered a 12-month commitment at the requested plan once new service plan is established.

### BILLING CYCLE

**Credit/Debit Card Billing:** All payment methods are automatically charged on the account due date each month.

**Late Fee:** All past due accounts may be assessed a late fee.

**Delinquent Payments:** In the event any payment is 15 days past due the account may be disabled until balances are paid in full. When disabled, all access will be suspended, and data will be unavailable.

**Deactivation:** Once an account is delinquent 30 days, Locl.Net may throttle the connection due to non-payment. Once an account is greater than 90 days delinquent, Locl.Net may deactivate the service. In this event of exceeding 90 days of non-payment, the account record and delinquent balance may be submitted to a third-party collection service.

### FEES

#### Returned Checks:

Pay amount of Dishonored check, draft plus \$25.00 Fee if paid within 7 days from notice.

Pay amount of Dishonored check, draft plus \$35.00 Fee if paid within 30 days from notice.

If failure to pay either amount indicated above, your services could be disconnected and you could be liable for:

- The full amount of the check draft
- Civil Damages of 2 times the amount of the dishonored check, draft of \$100, whichever is

greater

**Collections Fee:** If we use a collection agency or attorney to collect money owed by you, you agree to pay the reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorneys' fees, and arbitration or court costs. If you change your telephone number or other contact information without notifying us of such change, you agree that you will be responsible for all costs (including attorneys' fees) and liabilities incurred by us or our collection agent as a result of any attempt to collect any debt through the telephone number or contact information you provided, including any costs or liabilities associated with misdirected calls.

**Reconnection Fee:** In case your service is disconnected due to non-payment (See billing cycle for terms associated with disconnection) or disconnected by request of customer, there will be a minimum \$50 reconnection fee. Reconnection fees associated with the actual cost of reconnection may be assessed. All reconnections after a 45-day period of being disconnected will be a minimum of \$100. These reconnection fees are in addition to all past due charges and other fees.

If the Customer fails to give us a 24-hour notice for canceling/rescheduling a scheduled appointment, the Customer may be charged a \$60 nonrefundable fee. This charge is to cover actual expenses associated with the canceling or rescheduling.

#### INTERNET ACCESS SUBSCRIPTION BILLING

Invoices are generated ten days before the amount is due and payments are collected on the due date each month. Customers must request to cancel their subscriptions at least 20 days prior to their next billing date in order to avoid being charged on the billing date. In the event of cancellation, customers will still have access to their applications through the end of their final billing period. Locl.Net will not prorate any portion of unused subscription services. All month-to-month subscription fees are nonrefundable. Refer to separate billing terms for VoIP phone service and other managed services.

#### TERMINATION OF THIS AGREEMENT BY THE CUSTOMER

All cancellations are processed by the end of the day on which the cancellation request was received by Locl.Net, and, customers will receive their confirmation within 5 business days.

**Creating a Cancellation request:** A request to cancel a Locl.Net service must be initiated at least 20 days prior to the next invoice date. Any request to cancel a Locl.Net service must be made in writing with a Locl.Net billing representative at least 20 days prior to the next invoice date. Emailed requests to cancel are acceptable. Customers are encouraged to keep records of all communications regarding cancellation.

A cancellation request is to be mailed to:

Locl.Net  
Billing Department  
PO Box 1100  
Angola, IN 46703

Simply canceling the credit/debit card associated with an Locl.Net account does not cancel the account. Locl.Net will continue to treat this as an open account and the billing cycle will continue, resulting in a past due account that may be turned over to a third-party collection service. It is imperative that you send your request if you wish to initiate cancellation of your Locl.Net account.

**Finalizing the Cancellation:** After a request to cancel has been initiated, you must receive a confirmation from a member of the billing team to finalize the cancellation. Cancellations will take

effect on the last day of the billing period in which the cancellation was processed by billing team, subject to the terms of the "Subscription Billing" paragraph above.

Cancellation of an account does not dismiss outstanding invoices or nullify previously agreed charges, such as installments or annual contract charges, portions of which may not yet have been invoiced when you canceled.

At the time of cancellation, any outstanding balance must be settled. All canceled accounts with an outstanding balance may be turned over to a third-party collection service.

#### CANCELLATION FEE CALCULATIONS

Customers paying monthly with at least a 12-month commitment: the cancellation fee equals two monthly fees based on month-to-month service commitments or the remainder of the 12-month commitment whichever is less.

Customers subscribed to Seasonal Plans & customers who have prepaid for at least one year: when calculating rates associated with prepaying, these special rates are applied and offered as discounts associated with one-year commitments and Seasonal Plans. No refunds are issued without cause. Refunds associated with Seasonal and annual prepaids require General Manager or Locl.Net management team approval and require cause.

#### REFUNDS

A \$100 customer requested Site Survey fee is non-refundable, regardless of the results from the survey. The only case the Site Survey fee is refundable is if it has not been completed within 30 days of paying for it. Site surveys that have an associated cost are preapproved by the customer.

An Installation Fee is 100% refundable if no service is established within 30 days or as part of a network neighborhood expansion project Locl.Net has 180 days to establish service;

In the event service level is not mutually acceptable at installation:

- Customer may decline service and equipment installed will be removed resulting in a refund
- If a service connection is not established, and the Customer verbally agrees on working with Locl.Net on improving the service, Locl.Net has 60 days to find a solution that is mutually acceptable.
- If no solution can be developed within 60 days, then the Installation Fee is refundable.
- If service level is accepted by customer after 60 days the installation fee becomes NON-REFUNDABLE unless special terms in writing are mutually agreed to.

Accept for the above conditions if we do not start an install within 30 days of paying for it, the fee becomes refundable and installation will need to be rescheduled.

All installation refunds require returning all equipment to Locl.Net, excluding mounting bracket, conduit and Cat5E or Cat6 cabling.

A Refund is to be requested to our billing department in writing either by email or mail. A refund is to be approved by the General Manager of Locl.Net within 10 business days. In the events a Refund is approved, a check is to be mailed to you within 30 days.

A refund, full or prorated, of a prepaid subscription of any kind requires cause and must be approved by

the Locl.Net General Manager.

Compliance and any other applicable fees are nonrefundable and not subject to credit.

## CREDIT

Locl.Net credits current customers for referrals. A full Internet service credit is issued each month only after the referring customer has five referrals who are active and current customers for at least one month of service. No more than one credit can be issued per month. Referral credits are applied to the referring customer's account. Referral credits are not issues when associated with a Network Neighborhood project.

Locl.Net may entitle a credit to a Customer due to lack of service in the following cases:

**Business Customers:** The Customer has been without service for at least 72 consecutive hours. The Customer must send a request for credit to the Billing Department in writing either by email or mail up to 10 days after the service is restored, after that the right for credit is forfeited. The credit is based on the subscription and the duration of interruption of service. It cannot exceed the value of the monthly subscription.

**Residential Customers:** The Customer has been without service for at least 7 consecutive days. The Customer must send a request for a credit to the Billing Department in writing either by email or mail no later than 10 days after the service has been restored, after that the right of credit is forfeited. The credit is based on the subscription and the duration of interruption of service. It cannot exceed the value of the monthly subscription and it is usually in the range of a \$1 per day of no service.

## Disruption of Service

The service(s) are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the service(s) could lead to severe injury to business, persons, property, or environment ("high-risk activities"). These high-risk activities may include, without limitation, vital business, or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from high-risk activities. We shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the service(s), directly or indirectly caused by, or proximately resulting from, any circumstances beyond our immediate control, including, but not limited to, causes attributable to you or your property; inability to obtain access to the premises; failure of any signal at the transmitter; loss of use of poles, or other utility facilities; labor disputes; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightning, earthquake, weather conditions, or other acts of god; failure or reduction of power; or any court order, law, act or order of government restricting or prohibiting the operation or delivery of the service(s). In all other cases of an interruption of the service(s), you shall be entitled upon a request made within 10 days after the restoration of service after such interruption, to a credit for any service(s) interruption. Unless specifically provided by law, such credit shall not exceed the fixed monthly charges for the month of such service(s) and excludes all nonrecurring charges, one-time charges, per call or measured charges, regulatory fees and surcharges, taxes and other governmental and quasi-governmental fees. **EXCEPT AND UNLESS SPECIFICALLY PROHIBITED BY LAW, SUCH CREDIT SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR AN INTERRUPTION OF SERVICE(S).**

## CHANGES TO SERVICES

Subject to applicable law, we have the right to change our service(s), Locl.Net equipment, rates and

charges, at any time with or without notice to you. Locl.Net will make all reasonable attempts to contact customer using the primary e-mail associated with the account. Additionally, changes may be reflected on the Locl.Net web site.

#### ASSIGNABILITY

This Agreement and the Service(s) furnished hereunder may not be assigned by you. We may freely assign our rights and obligations under this Agreement with or without notice to you.

Locl.Net is a Locl-Net, Inc. company.