



Terms & Conditions

This Subscriber Agreement for Services ("Agreement") sets forth the terms and conditions under which Pioneer Connect, LLC, ("Pioneer," "us," "we," or "our") an Oregon Telecommunications Company and any of its affiliates, will provide the Services described herein. This Agreement is hereby incorporated into any Service Orders signed by you and incorporates by reference the terms and conditions of all other service agreements, including, but not limited to the Privacy Policy, Acceptable Use Policy ("AUP"), FCC Disclosures, Tariff, and/or other materials referenced herein. By using our Services, you agree to abide by, and require others using the Services to abide by, this Agreement and all the documents referenced herein.

DEFINITIONS

- "Affiliate" means any entity that owns or is owned by, or is under common ownership with, Pioneer Connect.
- "Pioneer-Provided Equipment" means any equipment provided by Pioneer for the Services you subscribe to including, but not limited to, Wi-Fi routers, modems, adapters, NIDs, ONTs, and antennas.
- "Member-Owned Equipment" means any hardware or software equipment, or service owned and supplied by you.
- "Dispute" means any dispute, claim, or controversy between you and Jade arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof.
- "Services" means all the services you receive from us, including, but not limited to, internet and phone.
- "Service Order" means a request by you for Pioneer to provide one or more Services to you on a Pioneer designated form or via Pioneer's website.

1. DELIVERY OF SERVICES

This Agreement is effective as of the date Services begins and continues as long as Member uses our Services. Services begin when Pioneer accepts 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 Agreement supersedes all prior oral or written agreements between Pioneer and Member, and Pioneer will have no liability to Member 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.

2. ACCESS TO MEMBER PREMISES

Member agrees to allow Pioneer and authorized contractors on our behalf, access to the premise where the Services are provided to install, maintain, inspect, upgrade, disconnect, alter, remove, or replace Pioneer-Provided equipment. Member, at no cost to Pioneer, shall secure and maintain all necessary rights of access to service location(s) for Pioneer to install and provide the services,

unless Pioneer has secured such access prior to this agreement. In addition, Member shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Pioneer equipment used to provide the services within the service location(s). Pioneer and its employees and authorized contractors will require free ingress and egress into and out of the service location(s) in connection with the provision of services and Member hereby grants the same.

Member affirms they are of legal age in the State of Oregon and have the authority to provide us with access to the premise, or that they have obtained the necessary approval(s) for us to access the premise. Neither Pioneer personnel nor authorized contractors shall enter the premises where the Services are provided to perform any work unless a responsible adult is present. Member agrees to provide Pioneer employees and representatives with a safe working environment while on the premises. If a Pioneer employee or authorized contractor deems the working environment unsafe in his or her sole discretion, Member agrees that Pioneer may elect not to provide any services on the premise, until such premise is deemed safe by Pioneer. Member agrees to indemnify and hold harmless (including costs and reasonable attorney's fees) Pioneer personnel and/or contractors from any claim by the owner of the premise arising out of our performance of this Agreement.

3. ENGINEERING REVIEW

Each service order submitted by Member shall be subject to an engineering review by Pioneer. The engineering review will determine whether the cable plant must be extended, built or upgraded ("custom installation") in order to provide the ordered services at the requested service location(s). Pioneer will provide Member written notification in the event service installation at any service location will require an additional one-time installation fee ("custom installation fee"). Member will have five (5) days from receipt of such notice to reject the custom installation fee and terminate, without further liability, the service order with respect to the affected service location(s).

4. CHARGES AND BILLING

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 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.

(a) **Charges.** Member agrees to pay all charges associated with the services, as set forth or referenced in the applicable service order(s) or invoiced by Pioneer. These charges may include, but are not limited to installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Pioneer equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupment's (however designated). Product price lists with information on charges and fees can be found at www.pioneer.net.

(b) **Payment of Bills.** Except as otherwise indicated herein or on the service order(s), Pioneer will invoice members in advance on a monthly basis for all monthly recurring service charges and fees arising under the agreement. All other usage-based charges will be billed monthly in arrears. Member shall make payment to Pioneer for all invoiced amounts by the 20th of every month. Any

amounts not paid to Pioneer within such period will be considered past due. If a service commencement date is after the bill statement date, member's next monthly invoice shall include a prorated charge for the services, from the date of installation to the first day of the new billing period, as well as charges for the current month. In certain cases, Pioneer may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between Member and the third party. Pioneer Connect shall not be responsible for any dispute regarding these charges between Member and such third party. Member must address all such disputes directly with the third party.

No acceptance of partial payment(s) by Pioneer 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, to the fullest extent allowed by Oregon law. You acknowledge that writing statements to the effect of "paid in full" on any checks or other payments provided to Pioneer has no legal effect. Your first bill may be for more than a single month's service due to prorated 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.

In some cases, you may be billed for Services outside of your recurring service charges. You will be responsible for any charges resulting from, but not limited to, changes in service, service calls, orders, and upgrades made from your account. Additionally, certain types of calls may be billed on a measured basis including international long distance and directory assistance calling.

(c) **Taxes and Fees.** Member shall be responsible for the payment of any and all applicable local, state, and federal taxes, surcharges or other fees (however designated). Member will be responsible to pay any service fees, payment obligations and taxes, surcharges or other fees that become applicable retroactively.

(d) **Other Government-Related Costs and Fees.** Pioneer Connect reserves the right to invoice Member for any fees or payment obligations in connection with the services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the services, including, without limitation, applicable franchise fees (if any), regardless of whether Pioneer Connect or its affiliates pay the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Member. These obligations may include those imposed on Pioneer Connect or its affiliates by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction, as well as those that Pioneer Connect or its affiliates are required to collect from the Member or to pay to others in support of statutory or regulatory programs. For example, members are charged a monthly regulatory recovery fee to help defray Pioneer's contributions to municipal, state, and federal programs including, without limitation, universal service, telecom relay services for the visually/hearing impaired, and 911/E911/E988 programs and infrastructure. This regulatory recovery fee is not a tax, and it is not government-mandated. Taxes and other government-related fees and surcharges may be changed with or without notice.

(e) **Disputed Invoice.** If Member disputes any portion of an invoice, Member must pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Member's claim, to Pioneer Connect for the disputed amount of the invoice by the

invoice due date. The parties shall negotiate in good faith to resolve the dispute. However, should the parties fail to mutually resolve the dispute within sixty (60) days after the dispute was submitted to Pioneer Connect, all disputed amounts shall become immediately due and payable to Pioneer Connect.

(f) **Past-Due Amounts.** Any undisputed payment not made when due will be subject to a reasonable late charge not to exceed the highest rate allowed by law on the unpaid invoice. If Member's account is delinquent, Pioneer may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Pioneer equipment that Member fails to return in accordance with the agreement. If Pioneer is required to use a collection agency or attorney to collect any amount owed by Member or any unreturned Pioneer equipment, Member agrees to pay all reasonable costs of collection or other action (including, but not limited to, attorney fees). The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Pioneer under the agreement or at law or in equity.

If you fail to pay the amount owed, we may suspend or terminate any Services provided to you and may require you to pay a reconnection fee, in addition to paying all outstanding balances, prior to restoring your Services. It is your responsibility to ensure Pioneer is paid on or before the due date indicated on your billing statement.

(g) **Rejected Payments.** Except to the extent otherwise prohibited by law, Member will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the services that have been rejected by a bank or other financial institution.

(h) **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 Pioneer 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.

(i) **Fraudulent Use of Services.** Member is responsible for all charges attributable to Member with respect to the services, even if incurred as the result of fraudulent or unauthorized use of the services. Pioneer Connect may but is not obligated to, detect or report unauthorized or fraudulent use of services to Member. Pioneer Connect reserves the right to restrict, suspend or discontinue providing any service in the event of fraudulent use by Member.

(j) **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.

5. TELEPHONE SERVICES

(a) **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 Pioneer accepts no responsibility for the performance of such devices and systems with our 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.

(b) **911 and VoIP.** If subscribed to a Pioneer VoIP service, your address is linked to the address you provided to Pioneer at the time of installation. 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 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. Additional information on E911 and VoIP services (E911 VoIP Disclosure) is available on pioneer.net website.

(c) **Directory listings.** We make available the option to list your name, address, and/or telephone number in a published directory or database. If you opt to have your name unpublished from published directory or database, a non-published fee will be assessed. Failure to comply with your request regarding directory listing information (for example, Pioneer lists the wrong information, fails to include information you requested be listed, or lists information you requested remain unpublished,) you may be entitled to a credit under our policies, equal to one month's telephone service or, if greater, an amount prescribed by applicable regulatory requirements. Please contact our business office for more information. Other than these credits, we have no liability with respect to directory listings. YOU AGREE TO HOLD PIONEER, OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS, AND ANY OTHER PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THIS 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.

(d) **Battery backup.** Our Fiber Services use electrical power in your home. If your power is interrupted, for example, due to a power outage, you may not be able to make or receive calls, use 911, or home security or medical monitoring services unless you have an Uninterruptable Power Supply (UPS) or battery backup. At the time of installation or conversion to Fiber, Pioneer gave you the option to install a battery backup at no cost to you. A battery backup does not guarantee you will always be able to make or receive calls or use 911 in the event of a power interruption. 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-related issue. In such instances, you may be unable to use our phone service to call 911. Additionally, battery backup

options will not provide power to any other service except to your Pioneer fiber phone service. If you have a home alarm system, medical monitoring devices, or other similar equipment that utilizes your telephone line to operate, you will need a separate power supply to operate those devices during a power outage in addition to the backup battery for your Pioneer Fiber Phone Service. We will not be liable for the failure of your service during a power outage, including failure due to the lack or nonperformance of battery backup power. Please visit Pioneer's website to learn more about battery backup options and capabilities.

(e) **Long distance.** Pioneer Consolidated, a subsidiary of Pioneer Telephone, dba, Pioneer Connect provides the means by which the Member may transmit voice, data and other communications of his/her own choosing to intrastate, interstate and international destinations (the "Service") subject to the terms and conditions set by the Company. More information can be found on pioneer.net/legal

6. INTERNET SERVICE

Pioneer will ensure that bandwidth to connect Member to the Internet will perform at speeds available based on the distance the Member is from the Central Office/Remote. Once transmitting over the Internet to a web location, actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the number of devices using a single connection and the condition and configuration of Member-Owned Equipment.

(a) **Download and Upload.** The download and upload connection will be tested at the time of installation. You acknowledge that you may not receive maximum speeds at certain times. The download and upload speed 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 condition and configuration of our Equipment or your Member-Owned Equipment at your location, whether you use Pioneer-Provided Wi-Fi Equipment or Member-Owned Equipment an in-home Wi-Fi network (which can significantly limit the download/upload speeds obtained by devices attached to it,) 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.

(b) **Internet Account Limitations.** Pioneer reserves the right to timeout inactive connections. Pioneer technical support may be limited to Pioneer-Provided services, software and/or unmodified hardware and Pioneer-Provided equipment. Pioneer reserves the right to change limits at any time without prior notice.

(b) **Internet Monitoring.** Pioneer has no obligation to monitor the services but may do so and disclose information regarding the use of the service if Pioneer, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations or requests to comply with applicable state and federal law; or to operate the service properly; or to protect itself and its subscribers. Pioneer may immediately remove your material or information for Pioneer's services, in whole or in part, which Pioneer, in its sole and absolute discretion, determines to infringe another's property rights or to violate our terms and conditions including canceling your account.

(c) **Internet Network Security.** Member is prohibited from violating or attempting to violate the security of the Pioneer network and services including, without limitation.

1. accessing data not intended for such user or logging into a server or account for which such user is not authorized to access;
2. impersonation of Pioneer personnel;
3. hacking or attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
4. attempting to interfere with, disrupt or disable service to any user, host or network including, without limitation, via a means of overloading, flooding, mail bombing, denial of service attacks or crashing;
5. foregoing any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;
6. attempting to utilize another user's account name or persona without authorization from that user. Member is also prohibited from attempting any action designed to circumvent or alter any method of measuring of billing for Pioneer services. Violations of system or network security may result in civil or criminal liability. Pioneer will investigate occurrences that may involve such violations and may involve and cooperate with law enforcement authorities in prosecuting users who are involved in such violations.

(d) **Internet change of service charge.** Pioneer reserves the right to charge a service charge when user requests a modification of service to an existing account.

7. CONNECTIQ APP

- (a) **Reservation of rights.** You acknowledge and agree that the App is provided under license, and not sold, to you. You do not acquire any ownership interest in the App under this Agreement, or any other rights thereto other than to use the App in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Pioneer reserves and shall retain its entire right, title, and interest in and to the App, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.
- (b) **Collection and use of information.** You acknowledge that when you download, install, or use the App, Pioneer may collect information about your Mobile Device and about your use of the App. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the App or certain of its features or functionality. All information we collect through or in connection with this App is subject to our Privacy Policy located at pioneer.net/legal. By downloading, installing, using, and providing information to or through this App, you consent to all actions taken by us with respect to your information in compliance with Pioneer's Privacy Policy. We may update our Privacy Policy from time to time and updated versions will be posted on the link provided in this section. You can view our Privacy Policy at www.pioneer.net/legal
- (c) **Updates.** Pioneer may from time to time in its sole discretion develop and provide App updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Pioneer has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either:

1. the App will automatically download and install all available Updates; or
 2. you may receive notice of or be prompted to download and install available Updates.
- (d) You shall promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to all terms and conditions of this Agreement.
- (e) License Restrictions. Licensee shall not:
1. copy the App, except as expressly permitted by this license;
 2. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, copyrightable or registrable under intellectual property laws, of the App;
 3. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the App or any part thereof;
 4. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the App, including any copy thereof;
 5. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the App, or any features or functionality of the App, to any third party for any reason, including by making the App available on a network where it is capable of being accessed by more than one device at any time;
 6. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the App; or
 7. use the App in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems, or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments.
- (f) Terms and termination. The term of Agreement commences when you acknowledge your acceptance and will continue in effect until terminated by you or Pioneer.
1. You may terminate this Agreement by deleting your Pioneer ConnectIQ account and the App (and all copies thereof) from your Mobile Device(s). Please note that deleting your ConnectIQ account will not delete your account(s) with your internet service provider for related services.
 2. Pioneer may terminate this Agreement at any time without notice if it ceases to support the App, which Pioneer may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- (g) Upon termination:
1. all rights granted to you under this Agreement will also terminate; and
 2. you must cease all use of the App and delete all copies of the App from your Mobile Device(s).
- (h) Termination will not limit any of Pioneer's rights or remedies at law or in equity.

8. SERVICE ISSUES

(a) **Interruptions and Credits.** In the event of a service interruption, occurring for more than twenty-four (24) consecutive hours after being reported to Pioneer or being found by Pioneer, resulting from causes solely within our reasonable control (aside from service interruptions resulting from your failure to pay for services provided by Pioneer, any willful or negligent act by you or a third party, any Member-Owned Equipment malfunctioning, our inability to gain access to your premises, or other violations of this Agreement,) 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 Service 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, solar flares and 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.

9. EQUIPMENT

(a) **Pioneer-Provided equipment:** Equipment provided by Pioneer is, at all times, the sole and exclusive property of Pioneer. At no time will Pioneer be deemed to have abandoned the Pioneer-Provided equipment in the event it is not retrieved upon termination of any Services. You are to use Pioneer-Provided equipment only for the purpose of using the Services as outlined in this Agreement. You agree not to sell, transfer, lease, assign, or encumber Pioneer-Provided equipment, in whole or in part, to a third party, or allow a third-party use of your Services.

(b) **Access premise:** Member agrees to allow Pioneer and authorized contractors on our behalf, access to the premise where the Services are provided to install, maintain, inspect, upgrade, disconnect, alter, remove, or replace Pioneer-Provided equipment. Member affirms they are of legal age in the State of Oregon and have the authority to provide us with access to the premise, or that they have obtained the necessary approval(s) for us to access the premise. Neither Pioneer personnel nor authorized contractors shall enter the premises where the Services are provided to perform any work unless a responsible adult is present. Member agrees to provide Pioneer employees and representatives with a safe working environment while on the premises. If a Pioneer employee or authorized contractor deems the working environment unsafe in his or her sole discretion, Member agrees that Pioneer may elect not to provide any services on the premise, until such premise is deemed safe by Pioneer. Member agrees to indemnify and hold harmless (including costs and reasonable attorney's fees) Pioneer personnel and/or contractors from any claim by the owner of the premise arising out of our performance of this Agreement.

(c) Neither Pioneer, 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 Pioneer personnel, or its agents and representatives. Subject to other limitations on liability contained in this Agreement, Pioneer's liability for damages associated with the installation, maintenance, or repair of the Pioneer-Provided 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) **Updates:** We reserve the right to make changes to Pioneer-Provided 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 Pioneer-Provided equipment. Your continued use of the Services after such changes will constitute your consent to continue using the Services, as so changed.

(e) **Relocation of equipment:** You agree not to relocate Pioneer-Provided equipment to a premise other than the premise where the Services were initiated and continue to be billed. Moving to another location will require the service to be re-provisioned at the new location. This may result in a substantial interruption of the service. Pioneer-Provided equipment may only be moved to a different premise only when approved by Pioneer and a Service Order placed for change of residence. 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) **Lost, stolen, damaged, or tampered equipment:** If the Pioneer-Provided equipment is lost, stolen, damaged, or tampered with, Member agrees to pay Pioneer the retail replacement cost of the Pioneer-Provided equipment, without deducting for depreciation or regular wear and tear. Member agrees to return lost or stolen Pioneer-Provided equipment that is recovered, even if you have paid Pioneer for its replacement cost.

(g) **Redistribution of services:** Pioneer equipment and Services are being provided for non-commercial use only. You agree not to resell, charge for, or redistribute all, or any portion, of the Services (i.e., wi-fi or other methods of networking). Members receiving any Pioneer service agree not to redistribute or retransmit for any commercial purpose. Those receiving 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 you will not, nor allow others, to misuse, tamper, or remove Pioneer-Provided equipment or use it contrary to this 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 Pioneer-Provided equipment. Our Authorized Use Policy (AUP) for residential Internet is located on every service order (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.

(h) **Repair and Replacements.** Pioneer will repair and/or replace Pioneer-Provided 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. Pioneer is not responsible for bringing service to the

input of Member-Owned Equipment and will not be responsible for the repair or replacement of such equipment. Any repair charges related to you or a third party's misuse of any Pioneer-Provided or Member-Owned Equipment affecting your Services will be the responsibility of the Member to pay. You agree not to allow any Pioneer-Provided equipment to be serviced by any other party.

(i) **Member-Owned Equipment.** Pioneer provides full, end-to-end Internet and Premium Wi-Fi services. If Member chooses to use their own equipment, a Service charge may be applied. As such, Pioneer does not support, Member-Owned Equipment including but not limited to PC workstations, printers, operating systems, application software, hubs, modems, routers and local area or wide area networks used in conjunction with the services provided. Pioneer shall have no obligation to provide, maintain, service, repair, connect, operate, or replace Member-Owned Equipment, or provide member support relating to any issues relating to the compatibility with the Services. Member acknowledges and agrees that when Pioneer personnel or authorized contractors must attempt or perform troubleshooting, maintenance, or repairs resulting from Member-Owned Equipment malfunctioning, Member shall be responsible for payment of all charges. Service calls generated by Member-Owned Equipment may be subject to additional charges.

(j) **Damages:** Pioneer and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals. You assume responsibility for impacts to or loss of any warranty associated with the opening of your computer.

Pioneer does not represent, warrant, or covenant any installation by you or a third party that will enable you to successfully access, operate or use the services, nor that such installation will not cause damage to your computer, data, software, files, or peripherals. In addition, Pioneer Connect shall have no liability whatsoever for any damage, or for the failure to properly install, access, use, or operate that equipment or services because of your installation.

(k) **Data loss:** Pioneer does not warrant files or data against loss or deletion even if kept on Pioneer servers. Best efforts will be maintained to maintain server files and backup capabilities. It is up to the Member to ensure proper archiving and integrity of their own data.

(l) **Unauthorized use:** If Member knowingly accesses Services that have not been paid for or enables others to access such Services that they have not paid for, or cause or assist in the willful damage, alteration, or destruction of Pioneer-Provided equipment, or unauthorized reception or diversion of Services, you will be considered to have breached this Agreement, and you may be subject to statutory damages, fines, or criminal charges.

(m) The foregoing limitation of liability is in addition to and shall in no way be construed to limit any and all limitations of liability set forth elsewhere in this agreement. Pioneer will make its best effort to provide the service. Because of the complex nature of Internet services, availability, and the underlying infrastructure, it may not be possible to provide the service to everyone. In its sole discretion, Pioneer may cancel the installation process and refund any money that you have prepaid. Pioneer will notify you of its intent to cancel as soon as reasonably possible. Pioneer shall

have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the service.

(n) **Return of company equipment:** Pioneer equipment is and shall remain the property of Pioneer regardless of where equipment is installed within the service location(s) and shall not be considered a fixture or an addition to the land or the service location(s). At any time, Pioneer may remove or change Pioneer equipment, in its sole discretion, in connection with providing the services. Member shall not move, rearrange, disconnect, remove, attempt to repair or otherwise tamper with any Pioneer equipment or permit others to do so, and shall not use the Pioneer equipment for any purpose other than that authorized by the agreement. Pioneer shall maintain Pioneer equipment in good operating condition during the term of this agreement; provided, however, that such maintenance shall be at Pioneer's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Pioneer equipment. Member is responsible for damage to, or loss of, Pioneer equipment caused by its acts or omissions, and its non-compliance with this Section, or by fire, theft or other casualty at the service location(s), unless caused by the negligence or willful misconduct of Pioneer. Member agrees not to take any action that would directly or indirectly impair Pioneer's title to the Pioneer equipment, or expose Pioneer to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing, in advance, by the parties. Following Pioneer's discontinuance or termination of the services to the service location(s). Member must return the Pioneer equipment to Pioneer within thirty (30) days of the discontinuance or termination of service, or a non-return fee will apply. The Pioneer equipment must be returned in good working order, or a repair or non-return fee will apply.

10. PRIVACY/MONITORING/CONTENT

(a) Pioneer shall have no obligation to monitor postings or transmissions made in connection with the services. However, Member acknowledges and agrees that Pioneer and its agents shall have the right to monitor any such postings and transmissions from time to time and to use and disclose them in accordance with this agreement, and as otherwise required by law or government request. Pioneer reserves the right to refuse to upload, post, publish, transmit or store any information or materials, in whole or in part, that, in Pioneer's sole discretion, is unacceptable, undesirable or in violation of this agreement.

(b) We exercise no control over the content of the information going 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. Content can be controlled by Pioneer's Wi-Fi app, ConnectIQ.

(c) You are responsible for securing your data and communications. Pioneer is not responsible if a third-party gains access to your data or communications, the Services, or your Member-Owned

Equipment. We deem all use of the Services from the location in 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 Wi-Fi Calling, Video on Demand, Pay-Per-View, etc.). All charges attributed to your account will be your sole responsibility, and you agree to indemnify Pioneer from any liability that may arise relating to such charges.

11. TELEPHONE AND EMAIL CONTACT CONSENT

(a) **Telephone.** To provide you with better and more efficient customer service, we may contact you regarding your account with us, in response to your inquiries and questions, your request for service(s), or for other purposes, including service-related issues and marketing of products or services provided by us or our affiliates. 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 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. You may revoke your consent to receiving such automated or artificial or prerecorded calls and text messages at any time. To do so, call us at 888-929-1014, chat with us live at our website, or email us at customercare@pioneerconnect.net.

(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 deliver certain disclosures, notices, and communications, including promotional communications of our Services (collectively "Communications") to you in electronic form. Your agreement to this Agreement confirms your ability to consent to receive such Communications electronically. Communications will be delivered via email, using the email address(es) you provide to us, including that of a wireless or mobile device, posted to our website, or otherwise communicating them to you via the Services. You agree that you are responsible for any charges by your wireless or mobile provider for receipt of such emails. You have the option of maintaining copies of communication by printing copies or saving electronic copies, as applicable. If you do not wish to receive promotional 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.

1. access to the Internet
2. access to a valid e-mail address
3. access to a computer or similar device that includes 128-bit encryption and current browser software capable of receiving, displaying, and accessing Communications.
4. access to software that permits you to receive and access Portable Document Format Files.

12. VIOLATIONS OF POLICY

If Pioneer receives notice from a third party, or if we reasonably believe that Member has violated any of the terms of this Agreement (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 fee for any discontinued Service that is subsequently reconnected.

13. USE POLICY

(a) **Additional Use Restrictions.** Voice service may only be used at service location(s) where it is installed by Pioneer. It will be considered a material violation of this agreement if Member moves voice service to another location without first notifying Pioneer and receiving written permission from Pioneer. Member expressly agrees not to use voice service for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns. If Pioneer determines, in its sole discretion, that Member's use of voice service is excessive or in violation of this agreement, Pioneer reserves the right, among other things, to terminate or modify voice service immediately and without notice.

(b) There are important limitations on Internet access service contained in the Company's Authorized Use Policy, which may be found at pioneer.net/legal.

(c) You may not resell any service provided to you by Pioneer. Nor may you sublease any service provided to you by Pioneer. Any attempt to resell or sublease is a material violation of these terms and conditions and may result in immediate termination of service. Any attempt to resell or sublease a service is void ab initio.

14. TERMINATION FOR CAUSE

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

(a) **Breach of Payment:** If the Member is in breach of a payment obligation (including failure to pay a required deposit), and fails to make payment in full within ten (10) days after receipt of notice of default, or has failed to make payments of all undisputed charges on or before the due date on three (3) or more occasions during any twelve (12) month period, Pioneer may, at its option, terminate this agreement, void any promotional offers, terminate the affected service orders, suspend service under the affected service orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all service orders as a condition of continuing to provide the services. However, Pioneer will not take any such action as a result of a Member's non-payment of a charge that is the subject of a timely billing dispute, unless Pioneer Connect has reviewed the dispute and determined in good faith that the charge is correct.

(b) **Breach of Agreement:** If either party breaches any material term of this agreement, and the breach continues without remedy for thirty (30) days after notice of default, the non-defaulting party may terminate for cause any service order materially affected by the breach.

(c) **Service Orders:** A service order may be terminated by either party immediately upon notice if the other party has become insolvent or involved in liquidation or termination of its business, or

adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. Termination by either party of a service order does not waive any other rights or remedies that it may have under this agreement.

(d) Upon termination, you agree to:

1. immediately cease all use of the Services and all Pioneer-Provided Equipment and;
2. pay in full for your use of the Services up to the date the termination of this Agreement took effect, and the Services were disconnected. You must return the Pioneer-Provided Equipment to our local business office within 30 days of termination. Failure to do so will result in non-return. Pioneer will refund all prepaid monthly service fees charged for Services after the date of termination (less any outstanding amounts due to Pioneer for the Services, Pioneer-Provided Equipment, or other applicable charges and fees.)

(e) Refund Upon Termination. If you terminate your service with Pioneer and are warranted a credit refund, you will receive a refund check in the mail after sixty (60) calendar days of termination. Your refund will be the pro-rated portion of any fees and charges which you have paid in advance. If the pro-rated portion is less than \$5.00, a refund will not be issued unless requested within sixty (60) days of termination.

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:

1. determine your use of the Services is in violation of this Agreement;
2. determine your use of the Services interferes with our ability to provide Services to you or others, or adversely affects our equipment;
3. believe any Pioneer-Provided Equipment has been subject to tampering;
4. reasonably believe your use of the Services violates any laws, regulations, or requirements for use; or
5. 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.

(f) Deletion of Information. Pioneer reserves the right, in our sole discretion, during the term of this Agreement and upon its termination, to delete your VoiceMail, call details, data, and other information stored on our servers, systems, or any Pioneer-Provided Equipment.

In the event you cancel your 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.

15. EFFECT OF EXPIRATION OR TERMINATION OF THE AGREEMENT OR A SERVICE ORDER

Upon the expiration or termination of a service order for any reason:

- (a)** Pioneer Connect may disconnect the applicable service;

(b) Pioneer Connect may delete all applicable data, files, electronic messages, voicemail or other information stored on Pioneer Connect servers or systems;

(c) if a Member has terminated the service order prior to the expiration of the service term for convenience, or if Pioneer Connect has terminated the service order prior to the expiration of the service term as a result of material breach by the Member, Pioneer Connect may assess and collect from the Member applicable termination charges;

(d) Member shall, permit Pioneer Connect access to retrieve from the applicable service locations any and all Pioneer Connect equipment (however, if Member fails to permit access, or if the retrieved Pioneer Connect equipment has been damaged and/or destroyed other than by Pioneer Connect or its agents, normal wear and tear excepted, Pioneer Connect may invoice member for the full replacement cost of the relevant Pioneer Connect equipment, or in the event of minor damage to the retrieved Pioneer Connect equipment, the cost of repair, which amounts shall be immediately due and payable); and

(e) If used in conjunction with the terminated service, Member's right to use applicable licensed software shall automatically terminate, and Member shall be obligated to return the licensed software to Pioneer Connect.

15. SERVICE AFTER END OF TERM

If Member has a service agreement or a contract with a specified term, upon the expiration of the service term, this agreement and each applicable service order shall revert to "month-to-month" at the retail pricing for all bundled items, unless specified differently in Master Service Agreement. If Member fails to renew in a timely fashion, effective at any time after the end of the initial service, Member will be deemed to have accepted the modified service pricing.

16. REGULATORY AND LEGAL CHANGES

The parties acknowledge that the respective rights and obligations of each party as set forth in this agreement upon its execution are based on law and the regulatory environment as it exists on the date of execution of this agreement. Pioneer may, in its sole discretion, immediately terminate this agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Pioneer Connect's ability to provide the services herein.

17. LIMITATION OF LIABILITY

(a) NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT MEMBER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY PIONEER CONNECT OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE ENTIRE LIABILITY OF PIONEER CONNECT AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, SUPPLIERS OR CONTRACTORS FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE

SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE PIONEER CONNECT EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

(b) THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE SERVICES, PIONEER CONNECT EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PIONEER CONNECT DOES NOT WARRANT THAT THE SERVICES, PIONEER CONNECT EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES, PIONEER CONNECT EQUIPMENT, OR LICENSED SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES, PIONEER CONNECT EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

(c) PIONEER CONNECT MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, PIONEER CONNECT EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

(d) IN NO EVENT SHALL PIONEER CONNECT, OR ITS ASSOCIATED PARTIES, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF MEMBER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY MEMBER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY MEMBER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

(e) **Disruption of Service.** The Services 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 Services 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. Member expressly assumes the risks of any damages resulting from high-risk activities. Pioneer shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the services, directly or indirectly caused by, or proximately resulting from, any circumstances, including, but not limited to, causes attributable to Member or Member equipment; inability to obtain access to the service locations; loss of use of utility facilities; fiber cut due to non-Pioneer source, strike; labor dispute; riot or insurrection; war; explosion; malicious mischief; fire, flood, lightening, earthquake, wind, ice, extreme 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 services.

(f) Member's sole and exclusive remedies under this agreement are as expressly set forth in this agreement. Certain of the above exclusions may not apply if the state in which a service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Pioneer and its affiliates and agents is limited to the maximum extent permitted by law.

18. SOFTWARE & SERVICES

(a) **License.** If and to the extent member requires the use of licensed software in order to use the services supplied under any service order, member shall have a personal, non-exclusive, non-transferable, and limited license to use the licensed software in object code only and solely to the extent necessary to use the applicable service during the corresponding service term. Member may not claim title to, or an ownership interest in, any licensed software (or any derivations or improvements thereto) and Member shall execute any documentation reasonably required by Pioneer, including, without limitation, end user license agreements for the licensed software. Pioneer and its suppliers shall retain ownership of the licensed software, and no rights are granted to Member other than a license to use the licensed software under the terms expressly set forth in this agreement.

(b) **Restrictions.** Member agrees that it shall not: (i) copy the licensed software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Pioneer; (ii) reverse engineer, decompile, or disassemble the licensed software; (iii) sell, lease, license, or sublicense the licensed software; or (iv) create, write, or develop any derivative software or any other software program based on the licensed software.

(c) **Updates.** Member acknowledges that the use of the services may periodically require updates and/or changes to certain licensed software resident in the Pioneer equipment or member-provided equipment. If Pioneer has agreed to provide updates and changes, Pioneer may perform such updates and changes remotely or on-site, at Pioneer's sole option. Member hereby consents to and shall provide free access for, such updates deemed reasonably necessary by Pioneer.

19. USE OF COMPANY SERVICE SUBJECT TO AUTHORIZED USE POLICY

Use of the Pioneer voice/Internet service is subject to the company's current Authorized Use Policy (AUP) at the time, which changes from time to time. The AUP can be found at www.pioneer.net/legal. Violation of the AUP constitutes violation of these terms and conditions.

20. FRAUDULENT/MISLEADING CONTENT

Members shall not use the Pioneer Connect network and services to transmit or distribute material containing fraudulent offers for goods or services or any advertising or promotional materials that contain false, deceptive or misleading statements, claims or representations. In addition, users are prohibited from submitting any false or inaccurate data in any order form, contract or online application including the fraudulent use of credit cards.

21. ATTORNEY FEES

In the event efforts are made by Pioneer Connect to enforce any of the terms of this agreement, then Pioneer Connect shall be entitled to recover Pioneer's attorney's fees from user, even if an

action is not instituted or as a court may adjudge reasonable as attorney's fees at trial, or on appeal of such suit, or action in addition to all other sums provided by law.

22. PROHIBITED ACTIVITIES

Member agrees not to duplicate, reproduce or use Pioneer graphics for any purpose. In the event that Pioneer discovers that user is using said graphics, access will be immediately disconnected.

23. JURISDICTION/VENUE

All actions relating to this agreement shall be construed under the laws of the State of Oregon and will be resolved in Benton County Circuit Court in Benton County, Oregon.

24. CHANGES TO TERMS AND CONDITIONS, SERVICES, FEES, AND PRICING

Pioneer reserves the right, in our sole discretion, to modify the terms in this Agreement, 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. This Agreement, as revised from time to time, is accessible at our website here. The most recent version of this Agreement shall supersede any prior versions which may have been provided to you. Your continued use of the service after the changes have been posted constitutes your agreement to the changes.

Unless otherwise specified by applicable law, Pioneer 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, by sending it via U.S. Postal Mail, by sending notice to your email address on file with Pioneer, or by other lawful means. 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.

25. TERMINOLOGY

As used herein, "you", "yours" and similar words mean the Members or other subscribers. For residential service, the term "Member" includes all members of a family residing in a single household and their guests and invitees. For business services, the term "Member" includes all authorized and unauthorized users of the service at the location where the service is installed.