



## Combined Terms Of Service

### **General Terms & Conditions**

- 1) You and/or your business hereafter referred to as the "Subscriber" affirm the following. You have read, understand, and agree to be bound by the elections made on your registration form or business services agreement as well as the terms, conditions, & policies herein described. You are at least 18 years of age. For business service agreements, you are a legally recognized representative of the business with the authority to enter binding agreements on it's behalf.
- 2) Services are provided by Reynolds Communications, Inc. 221 W MAIN ST, P.O. Box 27, Reynolds, IL 61279 and/or any of it's wholly owned subsidiaries hereafter collectively referred to as "Reynolds" This agreement shall be governed by and construed in accordance with the laws of the state of Illinois applicable to contracts to be performed entirely within the state.
- 3) All equipment provided is the property of Reynolds unless otherwise specified in the applicable Installation policy. Upon termination of services, all provided equipment must be returned to Reynolds business office in good working condition within 10 days. Any equipment which is un-returned, lost, or damaged through neglect, misuse or abuse will be billed to the Subscriber.
- 4) Reynolds may require Subscribers to commit to a minimum service term. A Subscriber who desires to cancel prior to the fulfillment of their service term are subject to an early termination fee equal to \$20.00 Per month remaining on their agreement. The commitment period will commence on the date of install and continue for the duration stated on the registration form or business services agreement.
- 5) The Subscriber is solely responsible for providing and maintaining their own end user equipment (e.g. Notebook, Tablet, Television, Router, Telephone, Fax Machine, etc..). Reynolds assumes no Responsibility for setup, support, or repair of these devices unless further specified in a service plan offered by Reynolds. In addition Reynolds assumes no liability for damage sustained by these devices while connected to our network and/or equipment.
- 6) All charges will be billed by the subsidiary providing service on a Reynolds Communications bill distributed the fifth of each month, payable by the 26th of that same month to Reynolds Communications. Failure to pay by the specified due date will result in a late payment fee. Further delay in payment may result in suspension of services. If suspended, an additional re-connection fee will be required to restore services. Accounts in default will be turned over to collections after 90 days. Reynolds will not be liable for delays caused by the US Postal service, or Subscribers financial institutions, resulting in the late delivery or loss of bills or payments.
- 7) Reynolds makes no express or implied warranty of any kind. There is no express or implied warranty of merchantability or fitness for a particular purpose for the services provided.
- 8) The Subscriber grants Reynolds permission to perform any necessary installation work in accordance with the applicable Installation policies. If required by the law or specific lease agreement, the Subscriber also agrees to obtain consent from the owner of the building to perform said work. The Subscriber additionally grants an implied access easement for the locating of buried service lines, and routine maintenance of equipment.



## Acceptable Use & Network Management Policy

These policies apply to all users of Internet & network services. They supplement, but do not supersede, the Terms of Service agreement or other contracts that the Subscriber may have entered into with Reynolds Communications or any of its wholly owned subsidiaries.

These Policies are intended to protect Reynolds Communications, Inc., its subsidiaries, its Subscribers, and others from irresponsible, disruptive, or illegal activities. These Policies provide guidelines and are not meant to be exhaustive in nature.

Reynolds Communications, Inc. reserves the right to restrict, suspend, or terminate service without refund or forgiveness of contract in the event that these policies are violated. These policies may be updated or revised periodically and in such cases the latest available version of this policy will be available for viewing at [docs.reytel.net/combined-tos.pdf](https://docs.reytel.net/combined-tos.pdf). Use of the Reynolds Communications network constitutes comprehension and willingness to be bound by these policies.

### **Subscriber Responsibilities**

- Subscribers remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the service. Reynolds Communications has no responsibility for any material created on the Reynolds Communications network or accessible using the service.
- Subscribers assume responsibility for any misuse of service or AUP violations by anyone accessing the Reynolds Communications network through their account, regardless of the Subscriber's knowledge or consent.
- Subscribers are responsible for the security of their computers, home networks, and data. The Subscriber is responsible for protection against viruses and the limitation of access to inappropriate content by children.
- Subscribers are responsible for taking prompt corrective action(s) to remedy any violation of this AUP and to help prevent similar future violations.

### **Prohibited Activities**

**Unlawful Activities:** Service shall not be used in connection with any criminal, civil or administrative violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

**Threatening Material or Content:** The service shall not be used to host, post, transmit, or re-transmit any content or material, that harasses, or threatens the health or safety of others.

**Intellectual Property Rights:** The service shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of any individual, group or entity, including but not limited to any rights protected by any copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation. Violation of the Digital Millennium Copyright Act will be handled in accordance with Reynolds' internal DMCA policy with consequences up to termination of services.

**Sharing or Resale:** The service is provided is for the singular use of the Subscriber.

Internet sharing is allowed only within the boundaries of the home, business, or associated on premise structures used by the Subscriber. Allowing or enabling others to use this service via wired, wireless or by other means is prohibited. Reselling the service is also strictly prohibited. Business Subscribers should consult their individual service agreements.



## Acceptable Use & Network Management Policy

### Network Abuse

**Spam/E-mail Abuse:** A Subscriber shall not directly or indirectly use the service to send mass or other duplicative unsolicited e-mail messages (commercial or other) or to send any other unsolicited e-mail that provokes or is likely to provoke complaints. This prohibition includes any violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services.

**Denial Of Service Attack:** A Subscriber shall not engage in any form of "denial of service" attack including, but not limited to, flooding of a network, overloading a service, attempting to "crash" a host or "mail bombing" (i.e., sending large volumes of e-mail with the apparent intent of denying another Internet user service).

**Bandwidth Abuse:** A Subscriber shall not engage in any activity that interferes with Reynolds' ability to provide service to others, including the use of unreasonably excessive bandwidth over a prolonged period. This behavior includes but is not limited to: Excessive; downloads, uploads, video streaming, or hosting activities.

### Security Violations

- Unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- Hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- Impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- Using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- Distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- Knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may impact the operation of another's computer, network system or other property, or be used to engage in system hijacking;
- Engaging in the transmission or receiving of pirated software;
- Failure to take reasonable security precautions to help prevent violation(s) of this AUP.

### Monitoring of Services

Reynolds has no obligation to monitor or control postings, messages or transmissions made, accessed, or received using the Service and expressly disclaims any responsibility for any offense or injury arising out of your or others' access to or dissemination of any content posted or transmitted. The Terms of Service Agreement for the service, however, provides that, to the maximum extent permitted by applicable law, Reynolds reserves the right, without notice to you, to monitor content and transmissions electronically from time to time, and, subject to certain conditions, to disclose any information it learns as a result to governmental authorities or other third parties as permitted by law.



## Installation Policy – Fiber-Optic Internet/Phone

The following policy describes what is included and required in a Fiber-To-The-Home: High Speed Internet, or Telephone installation. Our installers make every effort to perform the most discreet, professional, and efficient installations possible. Any questions about this policy should be discussed with the installer prior to installation.

### **Installation Practices**

- Fiber Communications Services originate from the Network Interface Device, which will be provided by Reynolds Communications and mounted on the side of the home or building at a height of 42" from bottom to finish grade. The NID is generally placed near where other utilities enter if possible.
- The NID may require a power supply unit to provide electricity for an outdoor ONT. If required the power supply unit must be mounted inside the home within 50 feet of the NID and within 6 feet of an existing available electrical receptacle.
- For installations within the Reynolds Telephone Exchange, Telephone service will be provided to the ONT and verified by the installer. Any existing and easily accessible phone lines shall be connected at time of install. Any repair of existing jacks or wiring are not covered as part of the installation. In instances where existing telephone wiring is non-functional or non-existent a Subscriber may elect to have 1 telephone jack installed free of charge. The jack shall be placed in the installers location of choice.
- The installer must place Fiber or copper cabling from the exterior NID into the home connecting the customer premise equipment and power supply unit if required. The placement of cabling into the home will involve an exterior wall penetration, typically through the band joist, into the homes basement or crawlspace. In situations where this is not practical, a hole may be drilled directly into a finished interior space. All penetrations shall be sealed by installer upon completion.
- The Location for the customer premise equipment will be selected by the installer and approved by the Subscriber to provide efficient cable routing, and adequate wireless coverage. Wireless coverage is highly situational and many installations will require additional extenders, cabling, or a combination thereof to accomplish the level of coverage desired by the Subscriber. Additional extenders and cabling may be added at then-current pricing.
- All cabling will be run in the most discreet and efficient way possible. Preference will be given to routing cabling through basement/crawlspace area when able. Some installations may require; cabling secured to structural framing members, baseboard adjacent floor penetrations, additional interior wall penetrations, and securement of cabling to the home or buildings exterior finish when necessary.
- For Subscribers utilizing one of the Reynolds Communications managed WiFi devices, the installer will help with any applicable setup of said devices, and the connection of end user devices. Installer may not be able connect all user devices in all instances. For Subscribers opting to provide their own router, Installer will verify internet connectivity and speeds using their company issued devices. Subscriber will be responsible for any setup of Subscriber provided routers and subsequent connection of end user devices.
- All cabling, jacks, fasteners, and connectors placed during an installation become property of the Subscriber upon completion of the install. Any subsequent damage to these items once installed becomes the Subscribers responsibility. Reynolds offers & recommends a maintenance & service plan to cover repairs in the event of such a problem. All other repair of these items by Reynolds will be billed at then-current rates.

Installer has final judgment on installation practices and may decide to use different methods when deemed to be more appropriate for the situation.



## Installation Policy – LTE, Fixed Wireless, & Satellite Broadband

The following policy describes what is included and required in a standard LTE, Fixed Wireless, or Satellite Broadband Internet installation. Our installers make every effort to perform the most discreet, professional and efficient installations possible. Not all items apply to all service types. Any questions about this policy should be discussed with the installer prior to installation.

### **Installation Practices**

- With the sole exception of “indoor modem” LTE installations, all other installs require a radio transceiver and antenna or satellite dish to be mounted in a location found suitable by our installers. Most common choices for mounting are; on the roof, or an elevated location on the home or buildings exterior finish. When attaching to asphalt shingled roofs, tar sheets are used in combination with lag screws to prevent leakage. Subscribers may refuse a roof mount, although this may make their location ineligible for service. Not all locations can be utilized for all types of service. Some satellite installations may use or require installation on a free standing pole mount.

**For installations where a free standing pole is required:** A free standing pole mount will be installed and a credit will be issued on the Subscribers first bill for the associated cost. Poles provided under this provision will be located as close to the home as possible in a location of the installers choosing. Any requested deviation from that location will be subject to signal availability and additional fees.

**For installations where a free standing pole is not required:** A Subscriber may request that a free standing pole mount be installed for the additional pole mount fee. Poles provided under this provision will be located as close to the home as possible. Any requested deviation from that location will be subject to signal availability and additional installation fees.

- It is required that a surge arrestor or ground block be installed on the exterior of the home to protect our equipment and allow testing or troubleshooting without entering the home. Certain distance limitations must be observed along with access to a suitable ground, dictating the devices ultimate placement. To achieve an acceptable ground, a grounding rod may be driven or other attachment made to the home's electrical safety grounding system.

- Cabling will be placed externally from the radio transceiver/satellite dish to the surge arrestor or ground block. Cabling is then placed from the surge arrestor or ground block into the home, connecting the customer premise equipment. All efforts are made by our installers to be discreet as possible in the placement of these cables along the exterior of the home.

- The placement of cabling into the home will involve an exterior wall penetration, typically through the band joist, into the homes basement or crawlspace. In situations where this is not practical, a hole may be drilled directly into a finished interior space. All penetrations shall be sealed by installer upon completion.

- All cabling will be run in the most discreet and efficient way possible. Preference will be given to routing cabling through basement/crawlspace area when able. Some installations may require; cabling secured to structural framing members, baseboard adjacent floor penetrations, additional interior wall penetrations, and securement of cabling to the home or buildings exterior finish when necessary.

- The Location for the customer premise equipment will be selected by the installer and approved by the Subscriber to provide efficient cable routing, and adequate wireless coverage. Wireless coverage is highly situational and many installations will require additional extenders, cabling, or a combination thereof to accomplish the level of coverage desired by the Subscriber. Additional extenders and cabling may be added at then-current pricing.

- For Subscribers utilizing one of the Reynolds Communications managed WiFi devices, the installer will help with any applicable setup of said devices, and the connection of end user devices. Installer may not be able connect all user devices in all instances. For Subscribers opting to provide their own router, Installer will verify internet connectivity and speeds using their company issued devices. Subscriber will be responsible for any setup of Subscriber provided routers and subsequent connection of end user devices.

- All cabling, jacks, fasteners, and connectors placed during an installation become property of the Subscriber upon completion of the install. Any subsequent damage to these items once installed becomes the Subscribers responsibility. Reynolds offers & recommends a maintenance & service plan to cover repairs in the event of such a problem. All other repair of these items by Reynolds will be billed at then current rates.

Installer has final judgment on installation practices and may decide to use different methods when deemed to be more appropriate for the situation.

Last Revised 09/13/24



## Subscriber-Owned Buried Cable

The following policy describes our buried cable installation practices and Subscriber responsibilities before during and after the installation of Subscriber-owned buried cables.

### Pre-Installation

- Reynolds is responsible for contacting Illinois' "JULIE" utility locating service. JULIE will then contact local utilities to mark any buried facilities in the area of the excavation.
- Subscribers(you) are responsible for locating any privately owned facilities such as your; drainage tiles, power, water, propane, invisible fence, irrigation, septic systems, etc. Anything that is buried on your property that is not owned by a public utility is your responsible to locate. Reynolds will not be liable for damage to unmarked obstacles.

### Installation Practices

- Reynolds Cable Inc. may place buried cable by means of open pit trenching, horizontal directional drilling, or vibratory plowing.
- The installation of buried cable may result in damage to grass, landscaping, and terrain surrounding the burial route.
- Cable may be installed in duct (conduit) or direct buried. Cable may be installed at a range of depths. These items are job specific and should be discussed with crew prior to installation.

### Post-Installation

- After placement and payment, the cable, duct, tracer wire, connectors, surge arrestors, and other invoiced materials become property of the Subscriber.
- Any maintenance, repair, or locating of Subscriber-owned buried cable is the Subscribers responsibility. Reynolds may be hired to locate, repair, or provide maintenance, to these cables. (Then-current service and material rates will apply)

Installer has final judgment on installation practices and may decide to use different methods when deemed to be more appropriate for the situation.



## Subscriber Support & Maintenance Plan

Reynolds Communications strives to deliver fast and reliable service without interruption to our Subscribers. However if trouble does arise, it is important to know who is responsible. All cabling and equipment up to the NID on your home or business, as well as modems & routers provided by Reynolds Communications, are property of Reynolds Communications. These items remain our property throughout the duration of your service, and are maintained by us in the event of a problem. Items in your home such as; computers/tablets, televisions, printers, telephones, and Subscriber owned network devices are all your property and your responsibility in the event of a problem with them. Additionally all cabling and jacks including the line from the NID into the building, become the property and responsibility of the Subscriber once installed. To minimize the financial impact of an unexpected problem we recommend our total maintenance & support plan.

### **Standard Support FREE**

24 X 7 Live telephone tech support

Reynolds Communications equipment covered against natural failure & lightning damage.

All other service calls billed at normal rates. (\$40 Trip Charge + Labor & Materials)

### **Total Maintenance & Support Plan \$9.00/Mo**

24 X 7 Live telephone tech support

Reynolds Communications equipment covered against natural failure & lightning damage.

Free Service calls (subject to scheduling availability)

Jacks & Cabling covered against normal wear & accidental damage.

Free Installation for any of our router or extender devices.

Free Remounts of NIDS, Dishes, or Wireless/LTE Mounts.

Plans are billed per location. Minimum term length of 12 months applies. Plan may be purchased for use on a service call up until the time of dispatch. Maintenance plan includes the cost of standard repair materials & labor performed during normal business hours per our installation policies. Non-standard wiring or equipment may incur additional fees. Please review our installation policies for details. Reynolds Communications does not perform service on Subscriber owned devices such as laptops, tablets, cell phones, televisions, and 3<sup>rd</sup> party network devices. Maintenance plan does not cover negligent, or intentional damages. Rates shown are current as of publication, and may change over time.



## Telephone Backup Battery Options

For Telephone Subscribers within the Reynolds Exchange boundary, we offer backup battery backup options to keep your phone-line functional in the event of a power outage.

For many years, your home phone would allow you to stay connected to emergency voice services during a power outage. However, today's advanced Fiber-Optic based phone services require backup battery power to continue functioning during an outage. To avoid a disruption of home voice service during an outage, and to maintain the ability to connect to 911 emergency services, we offer you the option of purchasing backup power plans for your home phone service.

### What Your Battery Can and Can't Do for You

Our backup battery plans allow you to continue to use your home voice services during a power outage. Without a backup battery or alternate backup source such as a generator, Subscribers may not be able to make any calls, including emergency calls to 911. The only way to maintain the ability to use your phone is by using some form of backup power. Our backup battery system does not provide power to any services other than telephone. Home security systems, medical monitoring devices and other equipment will not run on a home phone backup battery system. Additionally, only traditional corded phones not requiring power will function. Cordless phone systems and advanced telephones that plug into an electrical outlet will not function during a power outage, regardless of your choice to purchase a backup battery plan.

### Purchase and Replacement Options

If you do not possess a cellular phone and are concerned about being able to contact loved ones or emergency services during a power outage, a backup battery system may be a good option for you. The battery backup systems offered by Reynolds are available as part of a monthly battery backup plan. If you would like to add a battery backup plan or have questions, please call 309-372-4214 or visit our office at 221 W Main ST - Reynolds, IL 61279.

**Our 8 hour backup battery system costs \$3.50/Mo** This includes initial setup & battery replacement every 3 years. This system is expected to offer 8 hours of standby & 3 hours of talk time when new. If you feel that is not enough time, you may extend your standby power by choosing our 24 hour battery plan.

**Our 24 hour backup battery system costs \$10.00/Mo** This includes initial setup & battery replacement every 3 years. This system is expected to offer 24 hours of standby & 6 hours of talk time when new.

### Instructions for Proper Care and Use of Your Battery

Please observe the following battery system care guidelines to ensure that it will function as needed during a power outage. If your battery backup system is not stored correctly, it may shorten its useful life. Ideally your battery should be kept between 41°F and 104°F to prevent damage. The provided batteries are rechargeable, however, each cycle of discharge and charge decreases the capacity of the battery. The capacity of the batteries will diminish over time and with use. Batteries do not last forever and will be replaced every 3 years. If the system starts to make a loud beeping sound it indicates battery is depleted, and must be replaced. If this occurs please call our office for assistance.