

Indianola Municipal Utilities

Service Policy

This policy is established by the Board of Trustees of Indianola Municipal Utilities, and designed to promote consistency, equity and quality service to all customers. It does not intentionally conflict with any applicable law, regulation or ordinance imposed by other authorities, such as the Federal Communications Commission, Iowa Utilities Board or City of Indianola.

1. Your relationship with IMU

1.1 “Indianola Municipal Utilities” or “IMU” or “Utility” means the Municipal Communications Utility of Indianola, Iowa, whose principal place of business is 111 South Buxton Street, Indianola, Iowa 50125.

1.2 “Services” means the Utility’s products, software, equipment and web sites collectively.

1.3 “Business Subscriber” means a customer who purchases a tier of service designated for any purpose other than personal, non-commercial use in the subscriber’s private dwelling, including without limitation use for any commercial, educational, governmental, or organizational purpose, whether for-profit or not-for-profit.

1.4 “Inside wiring” means the cable that exists inside the subscriber’s premises to a point 12 inches outside of the home or business, and includes any outlets, splitters, connections, fittings or wall plates attached to it.

1.5 Your use of the Services is subject to the terms of a legal agreement between you and Indianola Municipal Utilities. Your agreement with IMU will always include, at a minimum, the provisions set out in this document. Your use of the Services is also subject to the Acceptable Use Policy, the Customer Service Policy and the Privacy Policy adopted by the IMU Board of Trustees. Together, all of the policies that govern your use of the Services are referred to as the Terms of Service, or Terms. The Terms currently in force may be found at imufiber.com or you may request a written copy at our office or by calling 515-961-9444.

2. Accepting the Terms; Changes to the Terms

2.1 Before using the Service you should carefully read the Terms. By establishing an account or using the Service, you agree to be bound by the Terms. If you do not agree to be bound by the Terms, you should immediately stop using the Services and contact IMU to cancel your subscription.

2.2 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Indianola Municipal Utilities, or (b) you are a person barred from receiving the Services under the laws of the United States, Iowa or any other governmental authority empowered to regulate your use of the Services.

2.3 Before you continue, you should print or save a local copy of the Terms for your records.

2.4 Indianola Municipal Utilities may make changes to the Terms from time to time. When changes are made, IMU will post revised Terms at imufiber.com. Revised terms shall take effect immediately upon posting.

2.5 You understand and agree that if you use the Services after the date when a change to the Terms is posted, IMU will treat your use as acceptance of the updated Terms.

2.6 IMU has provided you with the Terms in plain language. The Terms shall be accorded their plain and ordinary meaning.

2.7 The Terms may not be modified by any verbal statement or representation. If there is any contradiction between the Terms and any other representation made to you, the Terms shall take precedence, unless through a separate written agreement between you and IMU which has been authorized by the Board of Trustees.

3. Questions about the Terms

If you have questions about the Terms, contact IMU at 111 South Buxton Street, Indianola, Iowa 50125. Our phone number is (515) 961-9444. You will be referred to the appropriate staff member for assistance, depending upon the nature of your question.

4. Provision of the Services by the Utility

4.1 The Services are available at locations that meet operational criteria in the sole discretion of the Utility.

4.2 The Utility builds and maintains facilities in areas where service is provided. Services are provided by connecting the Utility's facilities and any necessary reception equipment to the subscriber's inside wiring. Only authorized Utility employees may remove, cut, raise or change any facilities belonging to the Utility. IMU retains ownership of all facilities and all reception equipment we provide for use at the customer premises.

4.3 All inside wiring belongs to the property owner, regardless of who may have installed it. The customer or property owner is responsible for the installation, repair and maintenance of the inside wiring.

4.4 Facilities may be installed overhead on existing poles or underground in compliance with the Municipal Code of the City of Indianola. No additional poles will be erected on or along any City street without the advance approval of the City. Facilities outside the corporate limits of Indianola shall be installed overhead or underground at the Utility's sole discretion and in compliance with any law or ordinance governing use of public rights-of-way.

4.5 When facilities are constructed or relocated at the request of a customer, the costs of construction may be shared by the customer or property owner and the Utility. Such cost sharing arrangements are governed by the Facilities Extension Policy found at item 21 on page 11.

4.6 The Utility offers communications services under a fee schedule established by its Board of Trustees. The schedule of standard services and prices is published in our service brochure, available at our Customer Service Office at 111 South Buxton Street, Indianola, or online at imufiber.com.

The Utility also offers custom communications services for Business Subscribers under separate, non-standard pricing individually approved by the Board of Trustees.

4.7 IMU has contracts with vendors, providers and affiliated legal entities, (“Affiliates”). Sometimes, these Affiliates provide the Services to you through or on behalf of IMU. You acknowledge and agree that Affiliates will be entitled to provide the Services to you.

4.8 You acknowledge and agree that IMU may refuse to provide the services, stop or disable (permanently or temporarily) the Services, or change the form, nature, prices, features and limitations (including but not limited to changes in equipment used by you to access the Services, the connection speed, the allowable data throughput, the storage space permitted or channels carried on cable TV) of the Services at its sole discretion without prior notice to you, except where prior notice is required by law or regulation.

4.9 You acknowledge and agree that if IMU disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.10 You acknowledge and agree that the Services are subject to interruption for business purposes or from equipment failure, human error, or acts of God; and may not always be available, timely, secure or free from error.

5. Payment for Services

5.1 You agree to pay all charges associated with the Services, which may be for installation, equipment, service calls, monthly service rates or other purposes. You also agree to pay any taxes or other governmental fees required to be collected by IMU on behalf of taxing authorities. The schedule of charges that apply to your service may be found at imufiber.com, or requested from IMU’s customer service office at 111 South Buxton Street, Indianola, Iowa 50125, (515) 961-9444.

5.2 If you have questions or concerns about your bill, contact IMU’s Utility Service Department at (515) 961-9444.

5.3 You agree that you will not engage in theft of the Services or use any Service for which you do not pay. If you observe that you are receiving services (such as TV channels) for which you have no current subscription and are not being billed, it is your obligation to report the receipt of unsubscribed services to IMU by calling (515) 961-9444.

5.4 IMU may require customers to bring any past due accounts up to date up-to-date and may require a deposit before providing the Services.

5.5 IMU may disconnect your service if you do not pay your bill by the due date.

5.6 If your service is disconnected for non-payment, we may require you to pay all past due charges, a reconnection fee, and a minimum of one month’s deposit before we reconnect your service.

6. Use of the Services by you

6.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process or as part of your continued use of the

Services. You agree that any registration information you give to IMU will always be accurate, correct and up to date.

6.2 You agree to use the Services only for lawful purposes permitted under the Terms and by any applicable law, regulation or generally accepted practices or guidelines in Iowa or any other relevant jurisdiction (including any laws regarding the export of data or software to and from the United States or other countries).

6.3 You agree that you will not engage in any activity that interferes with or disrupts the Services or the servers and networks which are connected to the Services.

6.4 Unless you have been specifically permitted to do so in a separate agreement with IMU, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose, or in any way authorize, permit or enable others to use the Services IMU provides to you.

Without limitation and for the avoidance of doubt, subscribers are in violation of the Terms if they:

A. Fail to secure a wired or wireless local area network against access by any third party, whether such access is known or unknown to the subscriber, and whether or not a fee is collected for such access.

B. Make the Services available for viewing, use or connection by guests, residents, tenants or patrons in any commercial setting, residential facility or place of public accommodation, except as described in the Addendum for Business Users, found in the Utility's Acceptable Use Policy.

6.5 You agree that you are solely responsible for (and that IMU has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which IMU may suffer) of any such breach.

6.6 You may stop using the Services at any time. If you no longer use the Services you should contact IMU and cancel the Services. Any equipment owned by IMU and supplied for your use in connection with the Services must be returned to IMU before billing for the Services will cease. IMU will charge a replacement fee for equipment you do not return and for equipment returned in damaged condition. Replacement fees are specified in our published rates, available at IMU.net/terms.

7. Your passwords and account security

7.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

7.2 You agree that you will be solely responsible to IMU for all activities that occur under your account, whether conducted by you or conducted by a third party with or without your knowledge.

7.3 You agree that you are solely responsible for the security of any device(s) connected to the Services through your account, including any data stored or shared on or through the device(s).

7.4 If you become aware of any unauthorized use of your password or of your account, you may notify IMU, (515) 961-9444 or support@imufiber.com.

8. Privacy and your personal information

8.1 IMU's Privacy Policy may be viewed at imufiber.com or you may call (515) 991-9444 or visit our office to request a copy. This policy, which is part of the Terms, explains how IMU treats your personal information and protects your privacy when you use the Services.

8.2 You agree to the use of your data in accordance with IMU's Privacy Policy.

9. Content in the Services

9.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content."

9.2 Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to IMU (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by the owners of that Content, in a separate agreement.

9.3 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

9.4 You agree that you are solely responsible for (and that IMU has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which IMU may suffer).

10. Proprietary rights

10.1 You acknowledge and agree that IMU (or its licensors) owns all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

10.2 Unless you have agreed otherwise in writing with IMU, nothing in the Terms gives you a right to use any of IMU' trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

10.3 Other than the limited license set forth in Section 12, IMU acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with IMU, you agree that you are responsible for protecting and enforcing those rights and that IMU has no obligation to do so on your behalf.

10.4 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

10.5 You agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

11. License from IMU

11.1 IMU gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by IMU as part of the Services (referred to as the “Software” below). This license is for the sole purpose of enabling you to use the Services provided by IMU, in the manner permitted by the Terms.

11.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by IMU, in writing.

11.3 Unless IMU has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

12. Content license from you

12.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through the Services. By submitting, posting or displaying the content you give IMU a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to publicly display and distribute any Content which you transmit, post or display on or through the Services. This license is for the sole purpose of enabling IMU to operate the Services in its normal course of business.

12.2 You understand that IMU, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit IMU to take these actions.

12.3 You confirm and warrant to IMU that you have all the rights, power and authority necessary to grant the above license.

13. Software and equipment updates

13.1 The Software which IMU uses may automatically be updated from time to time to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit IMU to deliver these to you) as part of your use of the Services.

13.2 IMU provides equipment (such as optical network terminals, home gateways and WiFi mesh devices, set-top boxes, remote controls, cables and splitters) and related software and firmware used at Subscribers' premises to deliver the Services. IMU retains ownership of such equipment. Subscribers shall not connect IMU's equipment to any computer, television or other device outside of their premises.

You acknowledge that use of the Service may at times require updates and/or changes to this equipment and/or related software or firmware. You will permit IMU and/or its agents reasonable access to Subscriber premises: (i) to repair, replace, upgrade or alter the equipment, including access to any inside home wiring and other equipment owned by Subscriber and used to access the service; (ii) to remove any IMU equipment from the premises upon termination of service (it being understood that some equipment will not be removed upon termination, and failure to remove equipment by IMU does not constitute abandonment); (iii) in its discretion to use for the provision of the Service any existing wiring, conduit and/or other devices installed upon the premises. Subscriber acknowledges that he or she will be solely responsible for any and all costs of installation.

14. Ending your relationship with IMU

14.1 The Terms will continue to apply until terminated by either you or IMU as set out below.

14.2 If you want to terminate your legal agreement with IMU, you may do so by (a) notifying IMU at any time and (b) closing your accounts for all of the Services which you use and (c) returning any IMU-owned equipment to IMU's principal place of business. You acknowledge that billing for services will continue until all equipment owned by IMU has been returned to our office and any outstanding account balance is paid in full.

14.3 If you or IMU terminate this agreement, the rights and obligations under the Terms shall continue indefinitely after termination.

15. Exclusion of Warranties

15.1 You understand and agree that your use of the services is at your sole risk and that the services are provided "as is" and "as available."

15.2 Nothing in these terms, including sections 15 and 16, shall exclude or limit IMU' warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Only the limitations which are lawful in Iowa will apply to you and our liability will be limited to the maximum extent permitted by Iowa law.

15.3 IMU, its affiliates and its licensors does not represent or warrant that:

- A. Your use of the services will meet your requirements;
- B. The services will be uninterrupted, timely, secure or free from error;
- C. Any information obtained by you as a result of your use of the services will be accurate or reliable;
- D. Defects in the operation or functionality of any software provided to you as part of the service will be corrected.

15.4 Any material downloaded or otherwise obtained, whether intentionally or unintentionally, through the use of the service is at your own discretion and risk. You are solely responsible for any damage to your computer system or other device or loss of data that results from such material.

15.5 No advice or information, whether oral or written, obtained by you from IMU or through or from the Services shall create any warranty not expressly stated in the Terms.

15.6 IMU further expressly disclaims all warranties and conditions of any kind, whether express or implied, including but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

16. Limitation of Liability

16.1 Subject to overall provision in paragraph 15.2 above, you understand and agree that IMU, its affiliates and licensors shall not be liable to you for:

- A. Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;
- B. Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:
 - (i) Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the services;
 - (ii) Any changes which IMU may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);
 - (iii) The deletion of, corruption of, or failure to store any content and other communications data maintained or transmitted by or through your use of the Services;
 - (iv) Your failure to provide IMU with accurate account information;

(v) Your failure to keep your password or account details secure and confidential.

(vi) Damage or loss incurred from virus, malware or any malicious or harmful content you may access through use of the Services.

16.2 The limitations on IMU' liability to you in paragraph 16.1 above shall apply whether or not IMU has been advised of or should have been aware of the possibility of any such losses arising.

16.3 You agree that the liability of IMU is limited to a refund of amounts prepaid for services which have not been delivered. Delivery of services is subject to the limitations set forth in item 15 of these Terms.

17. Copyright and trade mark policies

17.1 It is the Utility's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers. Specific information about Copyright and trade mark compliance may be found in IMU's Internet Acceptable Use Policy contained within this document.

18. Advertisements

18.1 Some of the Services are supported by advertising revenue and may display advertisements and promotions.

18.2 The manner, mode and extent of advertising by IMU on the Services are subject to change without specific notice to you.

18.3 In consideration for IMU granting you access to and use of the Services, you agree that IMU may place such advertising on the Services.

19. Other content

19.1 The Services may include hyperlinks or referrals to other web sites or content or resources. IMU has no control and makes no representations regarding any websites or resources provided by third parties.

19.2 You acknowledge and agree that IMU is not responsible for the availability of any websites or online resources, and does not endorse any advertising, products or other materials on or available from such any websites or resources.

19.3 You acknowledge and agree that IMU is not liable for any loss or damage which may be incurred by you as a result of the availability of external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

20. Additional Provisions

20.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service, download software or purchase goods which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

20.2 Unless supplemented by a separate written agreement between you and IMU for use of the services, the Terms constitute the entire legal agreement between you and IMU; govern your use of the Services; and replace any prior agreements between you and IMU in relation to the Services.

20.3 You agree that IMU may provide you with notices, including those regarding changes to the Terms, by e-mail, U.S. Mail, ground delivery service or postings on the Services.

20.4 You agree that if IMU does not exercise or enforce any legal right or remedy which is contained in the Terms (or which IMU has the benefit of under any applicable law), such non-enforcement will not be taken as a waiver of IMU' rights, and those rights or remedies will still be available to IMU.

20.5 If any court of law with jurisdiction to decide on the matter rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

20.6 You acknowledge and agree the Municipal Electric Utility and the Municipal Water Utility of the City of Indianola shall be third party beneficiaries to the Terms and shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

20.7 The Terms, and your relationship with IMU under the Terms, shall be governed by the laws of Iowa without regard to its conflict of law provisions. You and IMU agree to submit to the exclusive jurisdiction of the courts located within the Iowa District Court in Warren County, Iowa to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that IMU shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

21. Facilities Extension or Relocation Policy

21.1 Estimated construction costs are calculated using average costs in accordance with good engineering practices and upon the following factors:

- Size, location and characteristics of the extension
- All other materials and accessories required to construct a line including: conduit, pedestals, fiber and fiber splices, and termination equipment.

The customer may be required to provide a financial advance in aid of all or a portion of the cost of construction. The customer may, with the consent of IMU and in accordance with IMU standards, offset a portion of the advance for construction cost by providing trenching and backfill for the underground fiber system. The customer is responsible for the trench and/or excavation being properly located within specified easements and/or rights-of-way. All relocation costs resulting from improperly located trenches shall be borne by the customer.

21.2 Communication System Extension Policy – Within Indianola City Limits

Single Family Residential

IMU will extend facilities, at IMU's cost, to existing or newly-constructed homes located in existing platted areas within the City of Indianola, provided that IMU's fiber-to-the-premises system (FTTP) is near the premises. If in IMU's sole judgment unusual or extraordinary circumstances exist which make the provision of service at IMU's cost burdensome to the Utility (unusually high cost, or service is expected to be temporary), IMU reserves the right to require a construction payment by the customer. Activation fees, as administered at the time of connection, are applicable.

Multifamily Dwelling Units (MDU)

IMU will extend facilities, at IMU's cost, to existing or newly constructed MDUs located in existing platted areas within the City of Indianola, provided that: a) IMU's fiber-to-the-premises system (FTTP) is near the premises and b) In IMU's sole judgment an adequate number of the individual units within the premise will purchase retail communication services from IMU.

If in IMU's sole judgment unusual or extraordinary circumstances exist which make the provision of service at IMU's cost burdensome to the Utility (unusually high cost, or service is expected to be temporary), IMU reserves the right to require a construction payment by the customer. Activation fees, as administered at the time of connection, are applicable.

Commercial, Industrial, Governmental, Non-Profit, or Others

IMU will extend facilities, at IMU's cost up to \$3,500.00, to existing or newly-constructed properties located in existing platted areas within the City of Indianola, provided that: a) IMU's fiber-to-the-premises system (FTTP) is near the premises and b) the customer subscribes to IMU's business class service or greater. If the installation cost is estimated to be greater than \$3,500.00 the customer will be required to pay the lesser of:

- a. The actual installation cost (not to exceed the estimate) less \$3,500.00 or
- b. The actual installation cost (not to exceed the estimate) less three years of estimated data revenue (no cable TV revenue included).

If in IMU's sole judgment unusual or extraordinary circumstances exist which make the provision of service at IMU's cost burdensome to the Utility (unusually high cost, or service is expected to be temporary), IMU reserves the right to require an additional construction payment by the customer. Activation fees, as administered at the time of connection, are applicable.

New Developments

IMU will extend facilities, at IMU's cost, to properties within newly-platted areas within the City of Indianola, provided that: a) IMU's fiber-to-the-premises system (FTTP) is near the property and b) In IMU's sole judgment an adequate number of customers within the developed area will purchase communication services from IMU.

If in IMU's sole judgment circumstances exist which make the provision of service at IMU's cost unduly risky or burdensome to the Utility (unusually high cost, or an unacceptable risk of limited customers) IMU reserves the right to require a refundable customer/developer advance for construction costs. In this case the policy as detailed in the section 21.3 below for outside City limits extension customer advances and refunds shall be followed.

Activation fees, as administered at the time of connection, are applicabl

21.3 Facility Relocations

In those cases where the relocation of Utility facilities is mutually beneficial, the cost may be shared on a basis agreeable to the customer or property owner and the Utility. Only authorized employees may remove, cut, raise or change any facilities belonging to the Utility. The customer or property owner shall reimburse the Utility for the cost of relocating its facilities under the following conditions:

- A. Structural changes in a building that will result in Utility facilities being damaged, inaccessible or unsafe.
- B. Modifications for the convenience of a customer or property owner, which in the judgment of the Utility, does not result in mutual benefits.