

Green Hills Communications

Terms and Conditions of Service ("Terms")

Effective Date: January 3, 2026

These Terms govern your use of Green Hills Communications ("Green Hills," "we," "us," or "our") services, including Internet, Voice (including VoIP where applicable), WiFi, managed services, and related equipment (collectively, the "Service(s)"). By ordering, accepting, installing, or using Service, you agree to these Terms and any referenced policies or service-specific addenda.

Customer: The person or entity ordering or using service ("you" or "Customer").

1) Residential vs. Business Customers

Green Hills offers services to both Residential Customers and Business Customers, which differ as follows:

Residential Services: Provided for personal, non-commercial use; typically month-to-month unless otherwise stated; subject to standard rate card pricing and policies.

Business Services: Provided for commercial use; may include Service Level Agreements (SLAs), static IPs, hosted voice, managed network services, priority support, or uptime commitments; governed by these Terms plus a separate Business Service Order, Master Service Agreement (MSA), or Contract.

Order of Precedence: In the event of a conflict, the signed Business Agreement controls over these Terms.

2) Service Orders and Contracts

Service Orders: Your service order, work order, online enrollment, or signed agreement forms part of your contract with Green Hills.

Business Contracts: Business Customers may enter into multi-year agreements (e.g., 12, 24, or 36 months, etc.) that may include custom pricing, service commitments, or SLAs.

Automatic Renewal: Business contracts may renew automatically for successive terms unless notice is provided within the period specified in the agreement (commonly 30–90 days prior to term end).

Amendments: Changes to Business Services (bandwidth upgrades, relocations, adding locations, adding managed services, etc.) may require an updated service order and may reset or extend contract terms if stated in the applicable agreement.

3) Term and Early Termination

Residential: Services are month-to-month unless otherwise agreed in writing.

Business: Services are provided for the term stated in the applicable contract.

Early Termination (Business): If a Business Customer terminates service before the end of the contract term, an Early Termination Fee (ETF) may apply as set forth in the Business Agreement. ETFs may include: (i) remaining contract value, (ii) a defined percentage of remaining monthly charges, and/or (iii) any waived, discounted, or amortized installation, construction, or special build costs that have not been recovered.

4) Installation and Construction

Standard Installation: Standard installation may be included with certain plans or may be subject to a published installation fee.

Business Installations: Business installs may require custom engineering, additional inside wiring, dedicated facilities, or special scheduling.

Construction and Special Builds: If special construction is required (e.g., trenching, boring, extended drops, conduit, or additional materials), Customer may be charged additional fees. Construction costs may be billed upfront or amortized over the contract term as described in the applicable service order

or business agreement.

Effect of Early Termination: Amortized or waived construction costs may become immediately due upon early termination as permitted by the business agreement.

5) Equipment

Company-Owned Equipment: Equipment provided by Green Hills (including modems, ONTs, routers, voice adapters, and other devices) remains the property of Green Hills unless clearly sold to Customer in writing.

Business-Grade Equipment: Business solutions may include enterprise routers, managed WiFi access points, network switches, hosted voice devices, and related components.

Customer Responsibility: Customer is responsible for loss, theft, damage (ordinary wear excepted), and misuse of Company equipment.

Customer-Owned Equipment: If permitted, Customer is responsible for compatibility, configuration, and security of Customer-owned equipment.

6) Service Levels and Performance (Business Customers)

For Business Customers, additional terms may apply:

Service Level Agreements (SLAs): SLAs, if offered, may include uptime guarantees and response/repair time commitments as stated in the Business Agreement.

Credits: SLA credits (if applicable) are typically the sole and exclusive remedy for qualifying interruptions, and are subject to exclusions and claim procedures set forth in the SLA.

Maintenance Windows: Scheduled maintenance may occur with notice when feasible; emergency maintenance may occur without advance notice.

Exclusions: SLAs generally do not apply to outages caused by Customer equipment, Customer internal networks, power failure at the Premises, force majeure events, or other excluded causes listed in the SLA.

7) Service Availability and Network Management

Availability: Service availability depends on location, network capacity, and technical feasibility.

"Up To" Speeds: Internet speeds are "up to" the plan rate and may vary due to WiFi conditions, congestion, equipment limitations, device capability, and other factors.

Maintenance & Outages: Green Hills may perform maintenance that temporarily interrupts Service. Outages may occur due to factors beyond Green Hills' control, including weather, power failures, third-party networks, or emergencies.

Network Management: Green Hills may implement reasonable network management practices to maintain quality, security, and reliability, including to address spam, malware, DDoS attacks, congestion, illegal content, or other security threats.

8) Acceptable Use

Customer agrees to use Services lawfully and not to misuse or abuse the network. Green Hills may maintain an Acceptable Use Policy (AUP) that is incorporated by reference.

Prohibited activities include, but are not limited to:

- Violating any law or regulation.
- Interfering with network operations or other users' service.
- Sending spam, engaging in phishing, or distributing malware.
- Attempting unauthorized access to systems, accounts, or networks.
- Reselling Services without written authorization. (Business Customers may be permitted resale or multi-tenant use only if explicitly approved in a written agreement.)

Enforcement: Green Hills may suspend or terminate Service immediately for violations, security risks, suspected fraud, or illegal activity.

9) Billing and Payments

Billing Cycle: Monthly recurring charges are billed in advance unless otherwise stated.

Business Billing Terms: Business accounts may have Net 15/Net 30 terms or other terms stated in the Business Agreement.

Due Date: Payments are due by the date shown on the bill.

Late Payments: Late fees may apply after the due date. Service may be suspended for non-payment and reconnection fees may apply.

Returned Payments: Returned check/ACH fees may apply.

Taxes & Fees: Customer is responsible for applicable taxes, fees, and government surcharges.

Disputed Charges: Customer must notify Green Hills of billing disputes within [30–60] days of the statement date. Green Hills will investigate and resolve disputes in good faith.

10) Suspension and Termination

Green Hills may suspend or terminate Service for reasons including, but not limited to:

- Non-payment or repeated late payment.
- Violation of these Terms or the Acceptable Use Policy.
- Security risks, suspected fraud, or unlawful activity.
- Unsafe conditions at the Premises that prevent installation, repair, or maintenance.
- Misuse of Services or Equipment that harms the network or other customers.

Your Right to Cancel: You may cancel Service by contacting Green Hills using the information in Section 18 and returning Company equipment (if any). Term plan/contract obligations may apply for Business Customers.

11) Voice Service and 911 Limitations

If your voice service is VoIP or IP-enabled, you acknowledge and agree:

- **Power/Internet Dependency:** Voice service may not work during power outages or broadband outages unless you have functional battery backup that is charged and supports the voice equipment.
- **E911 Limitations:** Enhanced 911 may have limitations compared to traditional landline service, including address registration requirements and potential delays in location information.
- **Customer Responsibilities:** You must keep your service address and any registered E911 location information current and ensure all users at the Premises understand how to contact emergency services during outages.

12) Privacy and CPNI

Privacy Policy: Customer information is handled according to Green Hills' Privacy Policy and applicable law.

CPNI: Where applicable, Green Hills protects Customer Proprietary Network Information (CPNI) as required by law and its CPNI policy.

Network Security: Green Hills may monitor network performance and security events for operational purposes; however, Green Hills does not guarantee prevention of all security incidents.

13) Disclaimer of Warranties

To the maximum extent permitted by law, Services are provided on an "**AS IS**" and "**AS AVAILABLE**" basis.

Green Hills disclaims warranties of merchantability, fitness for a particular purpose, and non-infringement.

Green Hills does not guarantee uninterrupted or error-free service. WiFi performance depends on customer environment, device capability, and interference.

14) Limitation of Liability

To the maximum extent permitted by law:

- Green Hills is not liable for indirect, incidental, special, consequential, punitive, or exemplary damages, including lost profits, lost data, or business interruption.
- Green Hills' total liability for any claim relating to the Services is limited to the amount paid by Customer to Green Hills for the affected Service in the prior **[30–90] days** preceding the event giving rise to the claim.
- These limitations apply even if a remedy fails its essential purpose.

Some states do not allow certain limitations; in those states, these limits apply to the fullest extent allowed.

15) Indemnification

Customer agrees to defend, indemnify, and hold harmless Green Hills from claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from Customer's use of Services, violation of these Terms/AUP, unlawful activity, or infringement of third-party rights.

16) Dispute Resolution

Option B — Arbitration (Optional; review with counsel): Disputes may be resolved by binding arbitration and may include a class action waiver, subject to the terms specified in the arbitration provision (administrator, venue, and small-claims carve-out).

17) Governing Law

These Terms are governed by the laws of the State of Missouri, without regard to conflict-of-law principles, unless federal law applies.

18) Notices and Contact Information

Customer Notices to Green Hills:

Green Hills Communications
7926 NE State Route M., Breckenridge, MO 64625
800-846-3426
customercare@ghhc.com
www.greenhills.net

Green Hills Notices to Customer: Green Hills may provide notices via bill message, email, SMS, mailed letter, phone call, or an account portal (if available).

19) Miscellaneous

Entire Agreement: These Terms, service orders, and referenced policies are the entire agreement. Business agreements take precedence where conflicts exist.

Severability: If any provision is found invalid, the remainder will remain in effect.

Assignment: Customer may not assign this agreement without Green Hills' consent. Green Hills may assign as part of a merger, acquisition, or asset transfer.

No Waiver: Failure to enforce a provision is not a waiver.

Force Majeure: Green Hills is not responsible for delays or failures due to causes beyond its reasonable control.

Exhibit A — Acceptable Use Policy (Condensed)

You may not use the Services to:

- Engage in illegal activity or violate regulations.
- Infringe intellectual property rights.
- Send spam or engage in phishing.
- Distribute malware or attempt unauthorized access.
- Disrupt the network or other users.
- Resell service without written authorization.

Green Hills may suspend or terminate for violations.