



## **TERMS & CONDITIONS**

### **1. INTRODUCTION**

Visionary Communication, Inc. (“Visionary”, “we,” “our,” or “us”) strives to provide the highest quality Internet service available while simultaneously respecting important standards that have been adopted by the Internet community. To that end, certain activities and conduct deemed inappropriate or abusive will not be tolerated on Visionary’s network. This policy is not meant to be exhaustive but a general summary of our network usage assumptions which best position Visionary to provide a fast and reliable service while protecting the collective interests of our customers. Visionary reserves the right to make changes to this policy at any time without individual notice to each customer. Any change will be posted on this page. Use of our services is conditioned upon customer compliance with our Terms and Conditions of service. Those who find our Terms and Conditions of use unreasonable should discontinue use of our services; continued use of our services amounts to acceptance of these policies.

### **2. DEFINITION OF "UNLIMITED INTERNET ACCESS"**

Visionary does not apply data caps or otherwise restrict the amount of lawful usage of our network, effectively providing unlimited Internet access. While there is no extra charge for this unlimited usage, if we determine, in our sole and reasonable discretion, that the manner in which a customer is using our service negatively impacts other customers, Visionary reserves the right to apply additional congestion management techniques. This policy is applicable to all standard broadband connections. Visionary makes every effort to ensure network availability but reserves the right to perform emergency network maintenance at any time. At times, such emergency maintenance will temporarily restrict access to the public internet.

### **3. RESALE OF SERVICES OR SHARING OF ACCOUNT**

Without the prior written consent of Visionary, customers may not transfer, share or in any other way make their account, or any part of or service offered under the account, available to any other person or entity, except family members sharing the same residence. Under no circumstances may an account, or any part of our service associated with an account, be resold, directly or indirectly. Such activity is theft. This policy encompasses all distribution mediums including sharing across physical cable or wireless/Wi-Fi transmission.

### **4. WARRANTY DISCLAIMER**

ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS-IS" BASIS. VISIONARY DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER STATUTORY, EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE



PRACTICE. VISIONARY DOES NOT WARRANT THAT ITS SERVICES WILL PERFORM AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

## **5. CUSTOMER FILES**

Visionary is not responsible for back up of any customer emails or other information, and we reserve the right to delete any customer information residing on our servers once an account has been canceled or terminated. \* Other than emails intended for Visionary email servers, Visionary does not store, backup, or otherwise manage our customers' data transmission.

*\*NOTE: Visionary also purges email on our servers older than 90 days on a daily basis. You are responsible for downloading email to your computer for retention purposes. Visionary makes every effort to update and backup email server and domain hosting information but does not guarantee any specific availability or recovery of data.*

## **6. LAWFUL PURPOSE AND USE**

The Visionary network may only be used for lawful purposes. Customers are prohibited from using the Visionary network to transmit material that is illegal, proprietary, obscene, criminal or in some fashion inconsistent with the generally accepted standards of the Internet community. Customers found in violation will have their service terminated and may be turned over to the proper authorities. Customers found to be using the Visionary network for the posting of messages or commercial advertisements, which violate any unsolicited correspondence rules or regulations of any will have their service terminated and may be turned over to the proper authorities.

## **7. BULK E-MAIL PROHIBITED**

Customers found to be using the Visionary network for the distribution or transmission of unsolicited bulk e-mail will result in suspension or termination of service.

## **8. OTHER UNACCEPTABLE CONDUCT**

The following acts by customers are deemed unacceptable:

- Security breaches and/or destruction of network communications (or attempts to do so).
- The posting or transmitting of information or communications that, whether explicitly stated, implied, or suggested through use of symbols, are obscene, indecent, pornographic, sadistic, cruel, or racist in content, or of a sexually explicit or graphic nature; or which espouses, promotes or incites bigotry, hatred, or racism; or which might be legally actionable for any reason.
- Deceptive on-line marketing practices. Suspected activity will be referred to the enforcement arm of the Federal Trade Commission. For further information review the Deception Policy Statement on the FTC web site <http://www.ftc.gov>
- Violating the privacy of individual users on the Internet by reading or otherwise publishing their e-mail or private communications to other users.



- Electronic "stalking" and other forms of harassment. Anything on the Internet can and will be traced if it appears that criminal laws have been violated.
- Introducing or attempting to introduce Trojan horses, worms, and other types of viruses into Visionary's network or other users' computers. Suspected violations will also be referred to law enforcement authorities.
- Disruption of network host systems, network services, or any other type of network, host, or server attack. Offending users will be immediately removed from our system and reported to the relevant authorities.

## **9. RESPONSIBILITY FOR CONTENT**

Your connection to the Internet is private and as a result we cannot always control the nature of the material that you may encounter. The Internet is made up of electronic virtual communities, many of which do not censor the content delivered and/or communicated through their forums. With the use of your account on the Internet you may be exposed to "Free Speech" that you may find offensive. "Free Speech" may include sexually explicit pictures and/or documents, pro-religious or anti-religious debate, racially offensive speech, and many other possibly graphic and/or offensive documents, pictures, etc. Visionary expressly disclaims liability for any harm resulting from encountering such or similar material, and we reserve the right to remove any website found on our network which, in our judgment, is inappropriate. The owner of the site will be notified of such an action.

## **10. ACCEPTABLE USE OF OTHER NETWORKS**

It is expected that Visionary customers will comply with the Acceptable Use Policies of any other network accessed through Visionary's network. Any customer who interferes with another users' enjoyment and use of the services provided by Visionary will be in violation of this Terms and Conditions Policy and will have their service terminated.

## **11. VIOLATIONS OF TERMS OR CONDITIONS**

Visionary is a private company, not required to offer or provide services. Accordingly, Visionary is solely responsible for determining if a violation of the Terms and Conditions Policy has occurred. Visionary reserves the right to review or censor materials and information transmitted through our network. Any violation of this Policy could result in suspension or termination of service without notice. Visionary reserves the right to interpret this Policy in its sole discretion and to amend, revise, add or delete any provision of this Policy without prior notice to the customer.

## **12. BILLED ACCOUNTS**

Customer will be invoiced by E-mail (or optional paper invoice for an additional charge) monthly in advance for all amounts due and owing to Visionary. Until customer notifies Visionary in writing or by E-mail to use a different address or to request a paper invoice to be delivered to a physical address, Visionary shall use the E-mail address assigned to customer as



part of the Internet service offered by Visionary. All payments are due on the twentieth 20th day of each month. Unless otherwise specified in writing by Visionary, payments shall be made payable to "Visionary Communications, LLC" and mailed as directed on the invoice. Credit Card payments are also acceptable. Invoices not timely paid may be subject to a late payment charge of the lesser of one and one-half percent 1.5% per month, or portion thereof, or the maximum amount allowed by law. Visionary may back-bill customer for any services that have not been invoiced.

### **13. USE OF A CREDIT CARD**

As a convenience to our customers, Visionary offers the ability to charge any service fees directly to a credit card. It is understood that by giving us your credit card information in person, over the phone, or through the Visionary online portal, you are giving us permission to post fees directly to your credit card even though you may not be present at the time of the transaction. When you use a credit card to pay for Internet service it is assumed that you wish to have our services charged to your account monthly. If that is not your intent, you should contact our billing office [billing@vcn.com](mailto:billing@vcn.com) or call toll free 1-888-682-1884

### **14. REFUNDS**

Cancellations of accounts made after the 5th of the month will be charged for the full month. If you have an active contract for Visionary services, non-use of these services will not release you from liability for charges. If you wish to avoid future charges you must cancel your account. All requests for canceling accounts must be made in writing (sent to Visionary Communications, Inc., 1001 S Douglas Highway, Gillette, WY 82716) or email sent to [billing@vcn.com](mailto:billing@vcn.com).

### **15. VISIONARY IP ADDRESSES**

Visionary retains ownership of all IP addresses issued to customers for the provisioning of Visionary services.

### **16. TERMINATION AND DEFAULT**

Visionary, at its sole discretion, may terminate or refuse service to any customer if: (1) customer fails to pay any amount within thirty (30) days after written or electronic notice of delinquency; (2) customer breaches any of the terms, conditions, obligations, or representations contained in these Terms; or (3) customer is in default under any other agreement with Visionary; (4) customer becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, or admits in writing its inability to pay debts when due, or (5) customer's equipment or use of our service interferes with our network or any other customer. In the event of a default by customer as specified in this section, Visionary may retain all payments made hereunder. In addition, if Visionary reasonably determines that the continuation of the services has become impractical or unfeasible for any technical, legal, regulatory, or other reason, Visionary may terminate the services at any time and,



in such event, make a prorated refund of payment. Visionary will, in such event, attempt to provide customer with as much prior notice of such termination as is reasonably practical. Unless purchased by the customer, all equipment is and shall remain the property of Visionary, and shall be returned to Visionary, in original condition, within five (5) days of service termination.

## **17. MONITORING AND PRIVACY**

Visionary will not provide outside parties with information deemed private, including billing info, username, password, and contact information. The two exceptions to this policy include the provision of contact information to telephone companies for the purpose of confirming and provisioning DSL and similar services, in which case a Letter of Agency (LoA) will be obtained from our customer. And second, Visionary reserves the right to release private information to law enforcement when deemed appropriate, and to cooperate with injured third parties with proper court documentation in the investigation of any suspected crime or civil wrong.

## **18. SHARING OF INFORMATION**

It is Visionary's internal policy to refrain from sharing any customer information for the purposes of marketing of third-party services. Visionary will not engage in the selling of customer information to third parties or allow information to pass to third parties, unless it pertains to compliance of law, criminal subpoena request/court order, or other criminal investigation.

## **19. FEES**

Various federal, state, and local fees will appear on customer billing. The list of fees below summarizes fees common to all Visionary customers, but it is not intended to be exhaustive.

- **Regulatory Compliance Fee:** The Regulatory Compliance Fee is a fee added to each customer invoice that helps us to offset costs with quarterly and annual FCC filings, CALEA, and other compliance fees. The fee is currently 5.4%.
- **State, City, and County Sales Tax:** Depending on the tax laws of each jurisdiction sales tax may be collected on the sale, lease, installation, and repair of tangible goods. Each jurisdiction dictates the percentage of gross sales that is charged as sales tax.
- **State, City, and County VOIP Sales Tax:** These taxes are assessed on the intrastate portion of Visionary VoIP service at the same rate mentioned in the State, City, and County Sales Tax section above. Visionary uses the FCC Intrastate Safe Harbor percentage in order to calculate the basis for VoIP sales tax.
- **Federal Universal Service Fund (FUSF):** FUSF is a monthly fee on interstate telecommunications data and voice services, regulated and mandated by the FCC and reviewed quarterly. Visionary submits customer FUSF payments to the Federal Universal Service Fund. FUSF fees are not a tax, but a fee paid into the Fund to assist schools, libraries, and hospitals to assist in their telecommunications expense. The Universal Service Administrative Company (USAC) administers the Federal Universal Service Fund on behalf of the FCC.



- **Federal Universal Service Fund VOIP Fees (USF Voice Fee):** The FUSF VoIP fee is assessed on the interstate portion of Visionary’s VoIP services. Visionary uses the FCC Interstate Safe Harbor rate as a basis for calculating the percentage of interstate revenue that is basis for the FUSF VoIP fee. Similar to the standard FUSF fee, this is not a tax; it is a fee mandated by the FCC.
- **State Universal Service Fund:** Most State governments mandate the collection of a monthly fee on intrastate telecommunication services. Each State sets their own intrastate USF rate, and Visionary collects and remits this fee to each State in which the service is provided.
- **State Universal Service Fund VOIP Fees:** The State USF fee mentioned above is also applicable to the intrastate portion of Visionary’s VoIP services.
- **Voice Port Fee:** Federal Law requires most local phone companies to allow the customer to retain their phone number when switching phone service to another provider. This fee allows the provider to recover the cost of associated with managing the porting process.
- **CBRS Fee:** If your install requires the use of LTE equipment there will be an additional Citizens Broadband Radio Service ("CBRS") fee of \$4.50 added to your monthly bill. If you have questions or concerns regarding this, please contact our office prior to your installation.
- **Telecom Relay Service (TRS) Fee:** The TRS fee is a monthly fee on voice services set by State governments. The fee funds State programs that provide the support and tools necessary for persons with hearing or speech disabilities to place and receive phone calls.
- **E911 Fee:** The E911 fee is a surcharge established by local 911 authorities and is utilized to support local 911 infrastructure. This surcharge is collected and remitted to each 911 authority by Visionary.

## 20. VOIP DISCLAIMER

Please refer to the [VoIP Disclaimer page](#).

## 21. MANAGED ROUTER CONDITIONS

Please refer to the [Managed Router page](#).

## 22. DMCA NOTICE

Please refer to the [DMCA Notice page](#).

## 23. VISIONARY CONNECT MOBILE APP CONDITIONS

This End User License Agreement (the “EULA”) covers Visionary’s terms and conditions for use with the Visionary Connect mobile application (the “App”). Visionary Communications, Inc. is not the owner or controlling party of the App—it is developed, updated, owned, and regulated by Calix, Inc. (the “Manufacturer”). By installing and using the App you are agreeing to the EULA provided by the Manufacturer here: [Calix App EULA](#).