

TITLE PAGE

INTERNET SERVICES  
CIELLO, INC.

This tariff (Tariff) applies to the resold and facilities-based Internet Service furnished by Ciello, Inc. (Ciello). This Tariff applies to Residential and Commercial Customers. For more information see [www.ciello.com](http://www.ciello.com). For any additional questions or help with service, call our toll-free number at (800) 332-7634.

Ciello, Inc.  
PO Box 3625  
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Monte Vista, Colorado 81144

Issued By:  
Loren H. Howard, Chief Executive Officer  
Ciello, Inc.

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TARIFF FORMAT SHEET

1. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff.
2. Page Revisions Numbers. Page Revision Numbers also appear in the upper-right corner of the page.
3. Paragraph Numbering Sequence. Each level of coding is subservient to its next higher level of coding.

### **APPLICATION OF TARIFF**

1. This Tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate internet services offered by Ciello, Inc. to Residential and Commercial Customers located within the State of Colorado. Customers may elect to take service solely under the rates, terms and conditions set forth in this Tariff. In either case, Customers must execute a Residential or Commercial Internet Agreement prior to commencing the Service. If a Customer elects to enter into a Residential or Commercial Internet, Agreement for service the rates, terms, and conditions set forth in this Tariff and the rates, terms, and conditions set forth in the agreement shall both apply except that the provisions of the Residential or Commercial internet Agreement shall control to the extent those provisions differ from those set forth in this Tariff.
2. The rates and regulations contained in this Tariff apply only to the intrastate internet services furnished by Ciello, Inc. and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Internet service provider or other common internet service provider for use in accessing the services of Ciello, Inc. This Tariff does not cover any information service or other unregulated service offered by Ciello, Inc.
3. Ciello, Inc. may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Ciello, Inc. at variance with the terms hereof, or any failure, refusal or neglect of Ciello, Inc. to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Ciello, Inc. to exercise any right, power or option hereunder.
4. The rates, rules, terms, and conditions contained herein are subject to change.
5. This Tariff will be maintained and made available for inspection by any Customer at Ciello's principal business office at 3625 US Highway 160 West, Monte Vista, CO 81144

## SECTION 1 DEFINITIONS

- 1.1. **Account** - Either a customer's physical location or individual Services represented by a unique Account number. Multiple Services each with a unique Account number may be part of one physical location.
- 1.2. **Applicant** - A person who applies for Services for the first time or reapplies at a new or existing location after a previous discontinuance of Services.
- 1.3. **Authorized User** - A person, firm, or corporation, who is authorized by the Customer to be connected to the Services of the Customer.
- 1.4. **Business Hours** - The time between 7:00 A.M. and 5:00 P.M., Monday through Thursday excluding holidays.
- 1.5. **Commercial Customer** - A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose.
- 1.6. **Commercial Internet Agreement** - An agreement executed by the commercial Customer which is required by Ciello to provide service.
- 1.7. **Commercial Internet Service** - Services used primarily for business purposes by a Commercial Customer.
- 1.8. **Customer** - The person, firm, company, corporation, or other entity, that orders or uses service and is responsible for the payment of charges and for compliance with this Tariff.
- 1.9. **Customer Premises** - A location designated by the Customer for the purpose of connecting to Ciello's services.
- 1.10. **Customer Provided Equipment** - Internet equipment located at Customer's premise and provided by a Customer for the purpose of connecting to Ciello's services.
- 1.11. **Facility or Facilities** - Any item or items of communications plant or equipment such as equipment, apparatus, wiring, cables and other network material and mechanisms necessary to connect Services.
- 1.12. **Internet Service** - A global computer network providing a variety of information and communication facilities, consisting of interconnected networks using standardized communication protocols.
- 1.13. **Location** - A physical premise to or from which Ciello provides Services.
- 1.14. **Non-Business Hours** - The time period after 5:00 P.M. and before 7:00 A.M., Monday through Thursday, all day Friday, Saturday, Sunday, and on holidays.
- 1.15. **Non-recurring Charge** - A one-time charge associated with certain installations, charges or transfers of Services either in lieu of or in addition to Recurring Charges.
- 1.16. **ONT** - Optical Network Terminal. A device placed at the Customer's premise to serve as a demarcation point between Ciello Facilities and Customer Provided Equipment.

- 1.17. **Premises** - A building or buildings on contiguous property (except railroad rights-of-way, etc.).
- 1.18. **Rate Classification** – The term used to define charges for Services provided as defined in Section 4, Rates and Charges, of this Tariff.
- 1.19. **Recurring Charge** - A charge associated with the provision of Services that will recur on a periodic basis as noted in Section 4 Rates and Charges contained in this Tariff.
- 1.20. **Regular Billing** - A standard bill sent in the normal monthly Ciello billing cycle. This billing consists of one bill for each Account assigned to the Customer showing the charges.
- 1.21. **Residential Internet Service** - Services used primarily as non-business service by a Residential Customer.
- 1.22. **Residential Customer** – A Customer whose use of the Services is primarily or substantially of a social or domestic nature.
- 1.23. **Residential Internet Agreement** – An agreement executed by the residential Customer which is required by Ciello to provide Services.
- 1.24. **Services** – Ciello's Services provided under this Tariff.

**SECTION 2  
RULES AND REGULATIONS**

**2.1. Undertaking of Company**

- 2.1.1. Ciello undertakes to provide Internet Service within the State of Colorado on the terms and conditions and at the rates and charges specified herein.
- 2.1.2. Ciello installs, operates, and maintains Internet Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3. Ciello's Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. This Tariff will be maintained and made available for inspection by any Customer at Ciello's principal business office at 3625 US Highway 160 West, Monte Vista, CO 81144.

**2.2. Use of Services**

- 2.2.1. Services provided under this Tariff may be used only for access to the internet in a manner consistent with the terms of this Tariff.
- 2.2.2. Services provided under this Tariff shall not be used for unlawful purposes. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such Services are being used in violation of the law.

**2.3. Limitations**

- 2.3.1. Services are offered subject to the availability of the necessary Facilities or equipment, or both Facilities and equipment, and subject to the provisions of this Tariff. The obligation of Ciello to provide Services is dependent upon its ability to procure, construct, and maintain Facilities that are required to meet the Customer's order for Services. Ciello will make all reasonable efforts to secure the necessary Facilities.
- 2.3.2. Ciello reserves the right to discontinue Services without notice when any of the following are encountered:
  - 2.3.2.1. If a safety condition that is immediately dangerous or hazardous to life, physical safety, or property exists.
  - 2.3.2.2. Upon order by an appropriate court or any other duly authorized public authority.
  - 2.3.2.3. If Services, having already been properly discontinued, have been restored by someone not authorized by Ciello and the original cause for discontinuance has not been cured.
  - 2.3.2.4. Failure to comply with municipal ordinances or other laws pertaining to internet services that may adversely affect the safety of any person or the integrity of Ciello's Services.
  - 2.3.2.5. Failure of the Customer to permit Ciello reasonable access to its Facilities or equipment.
  - 2.3.2.6. The Customer obtained Services by subterfuge. Subterfuge includes, without limitation, obtaining Services in another person's name with the intent to avoid outstanding charges and applying for new Services at a location where a person has outstanding charges including outstanding charges for any associated taxes and surcharges where such person continues to reside.

- 2.3.3. Ciello will use reasonable efforts to maintain its Facilities and equipment that it furnishes to the Customer. Ciello may substitute, change, or rearrange any equipment or Facility at any time and from time to time. Ciello shall have the right to make necessary repairs or changes to its Facilities at any time and will have the right to suspend or interrupt Services temporarily for the purpose of making the necessary repairs or changes to its system. When such suspension or interruption of Services for any appreciable period is necessary, Ciello will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at a time that will cause the least inconvenience. When Ciello is repairing or changing its Facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's Services. Interruption of Services for an extended time due to maintenance requirements will be made at a time that causes minimal inconvenience to impacted Customers. Ciello will take reasonable steps to notify the Customer in advance of extended maintenance requirements.

#### **2.4. Liabilities of Ciello**

- 2.4.1 Ciello's liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provisioning, termination, maintenance, repair, or restoration occurring in the course of furnishing Services and not caused by the negligence of the Customer, commences upon activation of Services. In no event does Ciello's liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.18 of this Tariff.
- 2.4.2 When the facilities of other internet service providers are used in establishing connections to points not reached by Ciello's Facilities, Ciello is not liable for any act or omission of the other internet service provider(s). The Customer will indemnify and hold harmless Ciello from any third-party claims for such damages referred to in Section 2.4.1.
- 2.4.3 In no event will Ciello be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory Services. Ciello will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence, or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.
- 2.4.4 Ciello does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous, or otherwise unsuitable for such equipment. The Customer shall indemnify and hold Ciello harmless from any and all loss, claims, demands, suits, or other actions, or any liabilities whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.



- 2.4.5 Ciello is not liable for any defacement of or damage to, the premises of a Customer resulting from the furnishing of Services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by Ciello on such Customer's premises, or by the installation or removal thereof, when such defacement or damage is not the result of Ciello's negligence. No agents or employees of other participating internet service providers shall be deemed to be agents or employees of Ciello without written authorization. The Customer will indemnify and hold harmless Ciello from any claims of the owner of the Customer's premises or other third-party claims for such damages.
- 2.4.6 Ciello and Customer shall be excused from performance under this Tariff and under the Application for Service for any period, and to the extent that the party is prevented from performing any Services pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages, or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of internet service providers suppliers and subcontractors), or other causes beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the Application for Services or grounds for termination of Services. Both parties retain all rights of recourse against any third party for any failures which may create a force majeure condition for the other party.
- 2.4.8 Where there is a connection via Customer-provided equipment the point of demarcation shall be defined as the Customer facing port (RJ-11 interface or equivalent) on Ciello's equipment on the Customer's premise. Ciello shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements to be provided by Ciello shall be addressed on an individual case basis.
- 2.4.9 Ciello will not be responsible if any changes in its Services cause hardware or software not provided by Ciello to become obsolete, require modification, or alternation, or otherwise affect the performance of such hardware or software.
- 2.4.11 Ciello shall use reasonable efforts to make Services available by the estimated service date. Ciello shall not be liable whatsoever for any damages resulting from delays in meeting the estimated service due date. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining rights-of-way approvals, delays in actual construction work being done by Ciello's vendor(s), and any delays where Ciello is relying upon other internet service providers to meet such estimated due date which is beyond Ciello's control.
- 2.4.12 With respect to Services, materials, and equipment provided hereunder, Ciello makes no promises, agreements, understandings, representations, or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.4.13 In no event shall Ciello be liable for consequential or economic loss damages and Customer shall indemnify and hold Ciello harmless from same.
- 2.4.14 Ciello will at its sole discretion extend Services under current rates and tariffs to a Customer where financially feasible.

**2.5 Fiber Optic Cable Extension**

- 2.5.1 All fiber optic cable extensions constructed shall be part of Ciello's Facilities up to the point of delivery.
- 2.5.2 The location of the extension origin and the route to be followed in the construction of an extension shall be determined by Ciello's engineering department. The origin will not necessarily be the most proximate point to the existing Facilities from the point of delivery.

**2.6 Construction Standards**

Construction, except where modifications are necessary because of existing conditions, will be in conformance with the specifications for communications facilities developed by the National Electric Safety Code.

**2.7 Continuity of Services**

- 2.7.1 Ciello shall use reasonable diligence to provide a satisfactory, constant, and uninterrupted supply of Services, but does not guarantee or warrant that the supply of such Services will not fail or be interrupted.
- 2.7.2 Maintenance, switching, line construction, and other operational events may require a planned interruption of Services. Ciello shall use reasonable diligence to notify Customers of such interruption but does not guarantee or warrant that the supply of Services may not unexpectedly fail or be interrupted.

**2.8 Responsibilities of the Customer**

- 2.8.1 The Customer must initiate an Application for Service pursuant to Section 2.13 of this Tariff.
- 2.8.2 The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by Ciello except upon the written consent of Ciello. The equipment Ciello provides or installs at the Customer premises for use in connection with the Services shall not be used for any purpose other than for which it was provided.
- 2.8.3 The Customer shall ensure that the Customer's equipment is properly interfaced with Ciello's Facilities or Services.
- 2.8.4 The Customer shall be responsible for securing its internet equipment against fraudulent use of Ciello's Services. The Customer shall be responsible for payment of all applicable charges for Services ordered by the Customer and provided by Ciello and charged to the Customer's Accounts.
- 2.8.5 Ciello shall be indemnified and held harmless by the Customer against claims of libel, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over Ciello's Services; against claims for infringement of patents arising from, combining with, or using in connection with Ciello's Services, or the equipment of the Customer; against all other claims arising out of any act or omission of the Customer in connection with Ciello's Services. The Customer shall be liable for:

- 2.8.5.1 Loss due to theft, fire, flood, or other destruction of Ciello's equipment or Facilities on Customer's premises.
  - 2.8.5.2 Reimbursing Ciello for damages to Facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, or contractors.
  - 2.8.5.3 Charges incurred from third parties for services or service calls made to the Customer's premises or on the Customer's leased or owned telephony equipment unless Ciello specifically authorizes said visit or repairs in advance of the occurrence and Ciello agrees in advance to accept the liability for said repairs or visit.
  - 2.8.5.4 Payment for all Ciello service charges incurred through usage or direct action on the part of the Customer.
- 2.8.6 The Customer may be required to verify in writing that it is duly authorized to order Services at all locations designated by the Customer for Services and assumes financial responsibility for all locations designated by the Customer to receive Ciello's Services.
- 2.8.7 The Customer is prohibited from using Ciello's name or trademark on any of the Customer's products or services.
- 2.8.8 Ciello shall not be liable for and Customer shall indemnify Ciello against all claims for damages or injury to persons or property, unless such damage or injury is due to Ciello's sole negligence.

## **2.9 Easements**

A properly recorded utility easement will be required for any fiber optic cable extension if required on property not owned by Customer. Ciello will not begin installation until all easements are obtained.

## **2.10 General Requirements**

Ciello will not furnish, install, own, or maintain any internet equipment beyond the point of delivery. Ciello will furnish and install the ONT and appropriate power supply for the ONT. The Customer will provide a location for the installation of Ciello's ONT and other equipment necessary for Ciello to provide Services. The Customer will install and maintain wiring and equipment on the Customer's side of the point of delivery at the Customer's expense and in accordance with all laws, local ordinances, Ciello rules, and regulations and the latest edition of the National Electric Safety Code. The Customer will provide easements for Ciello's Facilities as necessary to provide Services to the Customer and for the provision of Services to other Customers of Ciello.

## **2.11 Access**

The Customer shall allow Ciello employees or agents to enter the Customer's premises at reasonable times for the purpose of installing, inspecting, examining, testing, servicing, repairing, or removing Ciello's equipment or other property incident to the furnishing of Services to the Customer.

## **2.12 Unauthorized Use**

Services are provided for the sole use of the Customer.

**2.13 Application for Services**

- 2.13.1 Applicants wishing to obtain Services must initiate an Application for Service and may include the Customer's authorization for Ciello to provide certain services on the Customer's behalf to obtain internet service from other internet service providers. Ciello will obtain the proper authorization from the Customer where necessary.
- 2.13.2 An Application for Service may be changed by Customer upon written notice to Ciello subject to acceptance and confirmation by Ciello, provided that a charge shall apply to any change when the request is received by Ciello after notification by Ciello of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other Services and features and the costs incurred by Ciello in accommodating each change, less net salvage. The costs incurred by Ciello will include the direct and indirect cost of Facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation, and removal effort.
- 2.13.3 Where the Customer cancels an Application for Service prior to the start of installation of Services or prior to the start of special construction, no charge applies. Where installation of Services has been started prior to the cancellation, a cancellation charge equal to the cost incurred by Ciello will be assessed. The costs incurred by Ciello will include the direct and indirect costs of Facilities; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation, and removal effort.
- 2.13.4 The following information must be received for an Application for Service to be processed:
- Legal Name
  - Mailing Address
  - Phone Number
  - Social Security Number
  - Date of Birth
  - Physical Address
- If new or existing Customer declines to provide their social security number, they must provide another legal form of identification.
- 2.13.5 A Residential or Commercial Internet Agreement will be required along with security deposit if applicable.

**2.14 Establishing Credit, Deposits, and Advance Payments**

- 2.14.1 Ciello requires a new Applicant for Services to provide their social security number to satisfactorily establish credit. If Customer declines to provide their social security number, a security deposit will be required. With permission from Customer, Ciello may run a soft credit check or Customer may provide a letter of credit to verify acceptable credit history. Such establishment of credit shall not relieve the Customer from complying with Ciello's policy regarding the prompt payment of bills.

- 2.14.2 Any Applicant who previously has been an end-user of Ciello and whose Services have been discontinued for nonpayment of bills shall be required, before Services are provided, to pay all amounts due Ciello.
- 2.14.3 A deposit to guarantee payment of future bills shall be required from any Customer requesting a new Account whose credit does not meet the minimum utility credit rating history. A deposit shall not relieve any Customer from payment of current bills when due. Such required deposit shall be returned to the Customer by credit to the Customer's Account if still active or refunded after termination of Internet Services. If a Customer has multiple Accounts, all Accounts have to meet the minimum credit requirements to avoid paying a security deposit.
- 2.14.4 The term of the deposit will be for a minimum of one year and returned to the Customer provided the Account has billed twelve (12) consecutive months and has not been issued any delinquent notices.
- 2.14.5 Interest on security deposits shall be earned for the time held by Ciello and shall be calculated from the date the deposit is received by Ciello up to the date the deposit is credited to the Customer's Account.
- 2.14.6 Security deposits are calculated as follows:
- 2.14.6.1 Standard Option: The deposit will be two (2) times the monthly charge for the Rate Classification.
  - 2.14.6.2 Auto Pay Option: The deposit will be one (1) times the monthly charge for the Rate Classification when signing up for automatic payment.
  - 2.14.6.3 If Customer is disconnected for non-payment, the standard deposit option as stated above applies.
- 2.14.7 Ciello shall require security deposits of all Customers in bankruptcy who desire to continue receiving internet Services after the filing date. The deposit will be returned to the customer at the conclusion of the bankruptcy plus twelve (12) months provided no delinquency notices were issued during the period.

## **2.15 Payment of Charges**

- 2.15.1 The Customer is responsible for the payment of all charges for Facilities and Services ordered by Customer and furnished by Ciello.
- 2.15.2 For billing of monthly charges, Services are considered to be established upon the day in which Ciello notifies the Customer of installation and successful testing of the Customer's Services.
- 2.15.3 Service charges will be billed monthly in advance. Customer will be billed for service beginning immediately upon access to the Services. Customers will be billed for service occurring during their specific billing cycle. The rates charged to a Customer for a billing cycle will be the rates in effect on the first day of the Customer's billing cycle.
- 2.15.4 A Customer's first statement may contain charges from previous periods for Services provided from the date of installation through the current invoice period but shall not exceed the charges for two (2) months of Services and any associated taxes and surcharges.

- 2.15.5 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of Ciello or an agency authorized to receive such payment. All charges for Services are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or major credit card. Customer payments are considered prompt when received by Ciello or its agent by the due date on the bill. Amounts not paid within thirty (30) days after the mail date of invoice will be considered past due. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of Ciello are not open to the general public, the final payment date shall be extended through the next business day.
- 2.15.6 When Ciello receives notice of non-sufficient funds (NSF) for checks or electronic checks, the amount of the check will be applied to the Account, a \$50.00 NSF fee will be added and the Customer will be notified requesting payment within ten (10) calendar days in the form of guaranteed funds. Checks and electronic checks issued to avoid disconnection and received back as NSF for first time occurrences, the consumer will be called and given two (2) days to bring in cash or guaranteed funds. Anytime thereafter, the Services will be disconnected and all fees will apply. An Account will be deemed a "cash only" Account if Ciello receives more than one (1) NSF checks in a twelve (12) month period. The Customer will be sent a letter informing them they are on a cash basis only.
- 2.15.7 If Services are suspended/disconnected by Ciello in accordance with the provisions of this Tariff and later restored, restoration of Services will be subject to all applicable installation charges.
- 2.15.8 A disconnection notice will be sent to any Customer with a delinquent Account that is more than one month in arrears more than \$35.00. Ciello will attempt to contact a Customer concerning payment of a delinquent Account prior to disconnection by mailing a disconnection notice and making an automated phone notification. In unusual circumstances other methods of contacting the Customer may be used. All Accounts are subject to disconnection if not paid by the date on the disconnect notice. If payment is not received by 7:30 a.m. on the date stated on the disconnection notice, a \$30.00 delinquency charge will be assessed to the Account.
- 2.15.9 Customers whose Account has remained in good standing will be granted a one (1) week grace period prior to disconnection of internet Services for a delinquent Account. The Customer will be given a courtesy call before consideration of disconnection. Applicable fees will be charged at this time. The grace period will not be applicable to any Customer more than once every twelve (12) months or if Ciello determines Services were obtained fraudulently or without the authorization of Ciello or is being used for, or suspected of being used for, fraudulent purposes.
- 2.15.10 If the consumer requests service above what is reasonable and customary (fishing walls, additional phone jacks, etc.) at their service location, the consumer will be billed a \$100 trip fee for the first hour and \$30 per half-hour thereafter. This will also apply to maintenance visits caused by customer-owned equipment, cut drops that were not located, etc.

## **2.16 Interruption of Services**

- 2.16.1 Credit allowance for the interruption of Services that is not due to Ciello's testing or adjusting, negligence of the Customer or to the failure of equipment provided by the Customer, are subject to the general liability provisions set forth herein.

- 2.16.2 In the event the Customer's internet Service is interrupted and remains out of order for eight or more hours during a continuous 24-hour period after being reported by the Customer or is found to be out of order by Ciello (whichever occurs first), appropriate credit allowance shall be automatically made to the Customer's bill. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Ciello's Facilities.
- 2.16.3 An adjustment or refund shall be made giving one day credit for any outage or loss of Services for eight (8) or more hours during a 24-hour period. The adjustment will be calculated by dividing the number of days where Services was unavailable by thirty (30) and multiplying by the monthly Recurring Charge for the Services which were disrupted. For purposes of credit computation, every month shall be considered to have thirty (30) days.

### **2.17 Billing Disputes, Bill Credits and Refunds**

- 2.17.1 Whenever Ciello over-bills a Customer for the Services, Ciello shall offer the Customer a refund. When the amount of the refund exceeds the charges for two months of internet Service and any associated taxes and surcharges, the Customer shall be offered the choice either to receive the refund as a one-time credit on the Customer's bill or as a one-time payment from Ciello. If the Customer elects a one-time payment, Ciello shall mail the refund within thirty days. Such over-billing shall not be subjected to interest. Refunds for over-billing shall not be provided for a period exceeding two years.
- 2.17.2 Whenever a Customer makes a partial payment, Ciello shall apply it first to past due internet Service and any associated taxes and surcharges in such a manner consistent with preserving internet Service, unless otherwise instructed by the Customer.
- 2.17.3 In the event of a billing dispute between the Customer and Ciello, Ciello may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of Services for non-payment. Ciello shall make a prompt investigation appropriate to the case and report the results to the Customer. In the event the dispute is not reconciled, an immediate appeal by the Customer may be made to Ciello.
- 2.17.4 Customers may contact Ciello via telephone at (800) 332-7634 with any questions regarding their bill. Ciello shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.
- 2.17.5 If a dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

### **2.18 Restoration of Services**

- 2.18.1 If Services are disconnected by Ciello in accordance with Section 2.15 and later restored, restoration of Services will be subject to all applicable installation charges. If Services have been disconnected for non-payment and a consumer has requested reconnection, the Customer must pay \$25.00 reconnect fee during normal business hours, appropriate security deposit, and the total amount past due associated with the Customer. Customers will be reconnected the next business day or if reconnection is requested during non-business hours, a \$100.00 reconnect fee will apply.

**2.19 Disconnection of Services by Customer**

- 2.19.1 A Customer can request to terminate their Services if they have completed the term of the Service Agreement. The Recurring Charge, plus associated taxes, shall be pro-rated for the actual number of days in which Services have been provided, with the non-used portion being refunded to the Customer.
- 2.19.2 If service is deactivated and removed from billing, the equipment will be removed from the location. Upon reactivation, a \$100.00 reconnect fee will apply.

**2.20 Cancellation for Cause**

- 2.20.1 Ciello may discontinue Services or cancel an Application for Service without incurring any liability for any of the following reasons:
- 2.20.1.1 Nonpayment of a delinquent bill for internet Service and any associated taxes and surcharges.
  - 2.20.1.2 Violation of or noncompliance with any provision of law or of the Tariffs of Ciello.
  - 2.20.1.3 Refusal to permit Ciello reasonable access to its internet Facilities for recovery, maintenance, and inspection thereof.
  - 2.20.1.4 Interconnection of a device to Ciello facilities or equipment contrary to Ciello's Tariff s for Services.
- 2.20.2 Services may be discontinued during normal business hours on or after the date specified in the notice of discontinuance. Services shall not be discontinued on a day when the offices of Ciello are not available to facilitate reconnection of Services or on a day immediately preceding such a day.
- 2.20.3 At least 24 hours preceding disconnection, Ciello shall make reasonable efforts to contact the Customer to advise it of the proposed disconnection and what steps must be taken to avoid it.
- 2.20.4 Services shall not be disconnected unless written notice by first class mail is sent or delivered to the Customer at least ten (10) days prior to the date of the proposed discontinuance.

**2.21 Notice and Communication**

- 2.21.1 The Customer shall designate on the Application for Service an address to which Ciello shall mail or deliver all notices and other communications, except that Ciello may also designate a separate address to which Ciello's bills for Services shall be mailed.
- 2.21.2 Ciello shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that Ciello may designate a separate address on each bill for Services to which the Customer shall mail payment on that bill.

**2.22 Taxes, Surcharges and Utility Fees**

- 2.22.1 Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax, etc.) that may be levied by a governing body or bodies in conjunction with or as a result of the Services furnished under this Tariff. An additional charge shall be added to the Customer's bill for Services equal to the pro rata share of any occupation, franchise,



business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of Ciello by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. These charges will appear as a line item on the Customer's bill and are not included in the rates contained in this Tariff.

**SECTION 3  
RATES AND CHARGES**

**3.1. General**

3.1.1. Monthly Recurring Charges will be billed in advance. Any usage charges will be billed in arrears. For partial month's Services, the Customer will be charged for the portion of the month in which Services were provided based on the number of days in which the Services were installed and operational divided by thirty (30).

**3.1.2. Rates for Residential Internet Service**

<u>Speed</u>	<u>Rate</u>
25 MBPS	\$42.95
50 MBPS	\$68.95
100 MBPS	\$89.95
1000 MBPS	\$134.95

**3.1.3 Rates for Seasonal Residential Service**

Monthly Charge – Seasonal period            \$15.00

There is no charge to put service into a seasonal mode. There is a \$25.00 charge to return to full Internet service. Full Internet service is billed at the regular charge based on speed.

**3.1.4 Rates for Commercial Internet and Network Services**

<u>Speed</u>	<u>Rate</u>
50 MBPS	\$75.00
100 MBPS	\$88.90
200 MBPS	\$145.70
300 MBPS	\$201.10
400 MBPS	\$255.10
500 MBPS	\$307.80
600 MBPS	\$359.10
700 MBPS	\$409.00
800 MBPS	\$457.60
900 MBPS	\$504.80
1000 MBPS	\$550.60

Discounts to the above pricing is offered on speed rates 100 MBPS and above for contract terms as follows:

3-Year Contract    10% Discount  
5-Year Contract    20% Discount

**3.1.5 Rates for Seasonal Commercial Service**

Monthly Charge – Seasonal period            \$25.00

There is no charge to put service into a seasonal mode. There is a \$50.00 charge to return to full Internet service. Full Internet service is billed at the regular charge based on speed.

**Network Monthly Charge:**

Per Location    \$89.95

**Static IP Address Charge:**

Static IP Addresses                                \$2.95

A change in service types can only be made once per billing period.