

## UniTel Terms and Conditions

Updated February 3, 2021

### Availability of and Changes to Service(s)

1. **General.** Speeds, pricing and plans may not be available in all areas. Customer equipment (e.g., router, computer, tablet, smartphone, running applications and other devices) may affect actual speed Speed(s) are not guaranteed.
2. **Service and Bandwidth Availability and Speed.** The service you select may not be available in all areas or at the rates, speeds, or bandwidth generally marketed.

Bandwidth is provided on a per-line (not a per-device) basis. The bandwidth available for the service may be reduced temporarily (a) due to unusual events such as network outage or failure, or (b) if your household is using multiple devices simultaneously.

3. **Voice service.** The voice service may be affected by unusual events such as a cable break.
4. **Changes to your local voice telephony service.** If you change your local telephone company or discontinue your local telephone service, we may at our discretion either terminate your internet service or continue to provide internet service without voice service at the then-current rates, terms and conditions applicable to your new service plan.
5. **Conversion from DSL service to fiber internet service.** When UniTel is able to provision service utilizing fiber optic technologies, we may at our discretion terminate your DSL service and cease offering DSL service to your location. In such case, we will offer you fiber internet service at the then applicable rates and terms, which may differ from your previous DSL service rates and terms.
6. **Changes to Service or Features.** UniTel reserves the right to change any of the features, content, or equipment authorized by UniTel for use in connection with the service, or applications of the service at any time with or without notice to you.

### Pricing, Billing, Changes To Plans, Payment, and Privacy

7. **Prices and Fees.** You agree to pay the fees applicable to your service(s) on a monthly basis, as applicable, and to pay: (a) applicable taxes, (b) surcharges, (c) recovery fees, (d) telephone charges, (e) activation fees, (f) installation fees, (g) set-up fees, (h) equipment charges, (i) ETFs, and (j) other recurring and nonrecurring charges associated with the service plan you have selected. The taxes, fees and other charges detailed in (a)-(d) above may vary on a monthly basis. The equipment charges in (h) above include charges for equipment upgrades that may be required to provide your service(s). Surcharges (b) are set by the Maine Legislature and include E911, ConnectME, MUSF and MTEAF. UniTel is required to collect these surcharges and remit them to the appropriate agencies. You also

agree to pay any additional charges or fees applied to your account, including interest and charges due to insufficient credit or insufficient funds.

8. **Billing.** Recurring charges for monthly service(s) and bundled service(s) will be billed one month in arrears. UniTel or its agent will bill you directly. Billing for services will begin upon completion of your order, unless otherwise noted. We may, at our election, waive any fees or charges. If you cancel any component of a bundled services plan, the monthly charges for the remaining services on your account will automatically convert to the applicable existing, non-discounted month-to-month service rate.
9. **Discontinuation of Service for Nonpayment.** Customers that do not pay their monthly bill by the designated due date will automatically receive a disconnect notice. In addition, UniTel will attempt to call customers that are past due before disconnecting service. Broadband service is unregulated and can be disconnected as deemed appropriate by the company if payment is not received. To the extent that telephone services are regulated, UniTel complies with all applicable rules and laws.
10. **Late Fees.** Customers are responsible for making payments in full and on time each month. A 0.267% per month late payment charge will be billed to customers when bills remain unpaid for 25 days after postmark date on the envelope. Late payment charges do not apply to any amounts for which a customer has filed a complaint. If you are unable to make a payment, contact UniTel to find out about making a payment arrangement.
11. **Subscribers with Month-to-Month Accounts.** If you are a month-to-month customer, either you or UniTel may terminate this agreement any time and for any reason by giving notice to the other as set forth in this agreement. Unless otherwise required by applicable law, termination will be effective on the date of such notice, and you are responsible for all charges incurred through that date. Activation or set-up fees paid at the initiation of your service, if any, are not refundable.

#### **Website.**

12. **Cookies.** We employ the use of cookies. By accessing UniTel's website, you agreed to use cookies in agreement with UniTel's Privacy Policy.
13. **License.** Unless otherwise stated, UniTel and/or its licensors own the intellectual property rights for all material on [www.unitelme.com](http://www.unitelme.com). All intellectual property rights are reserved.
14. **Hyperlinking to our Content.** The following organizations may link to our website without prior written approval: government agencies; search engines; news organizations; online directory distributors; commonly-known consumer and/or business information sources; community sites; associations or other groups representing charities. Organizations may link to our home page so long as the link: (a) is not in any way deceptive; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

15. **Logo.** No use of UniTel's logo or other artwork will be allowed for linking absent a trademark license agreement.
16. **Reservation of Rights.** We reserve the right to request that you remove all links or any particular link to our website. You agree to immediately remove all links to our website upon request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuously linking to our website, you agree to be bound to and follow these linking terms and conditions.
17. **Information.** We do not ensure that the information on this website is correct. We do not warrant its completeness or accuracy, nor do we promise to ensure that the website remains available or that the material on the website is kept up-to-date.
18. **Disclaimer.** To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website.

### **Equipment and Fees**

19. **Fiber Optic Network Unit Fiber (ONU) or DSL Modem:** UniTel provides an external modem for our internet services. Our modem is specially selected for optimum performance with UniTel service and remains UniTel property. Modems must be returned in the original box, with all related equipment to UniTel upon discontinuance of service or a fee will be assessed on the final bill.

UniTel will be responsible for the modem during the first year of service only. During the first year, UniTel will provide one replacement modem at no charge if the modem is defective, damaged due to lightening, wear or malfunction. After the first year, all customers will be charged a fee for a replacement modem.

Internet services are provided by UniCap, Inc., UniTel's affiliate. Internet customers that are disconnected for non-payment will be charged a \$37.50 reconnection fee. DSL Modem non-return fee of \$100. Fiber Optic Network Unity Fiber (ONU) non-return fee of \$350.

### **Related Documents, Tariffs, Agreements, Statements and Policies**

20. [POLR Tariff](#)
21. [Copyright and DMCA Policy](#)
22. [Network Management Policy \(Broadband Management Policies\)](#)
23. [Acceptable Use Policy and Privacy Statement](#)
24. [Landlord Installation Form \(Authorization and Release\)](#)