

The following terms and conditions ("Terms" or "Agreement") constitute Your agreement for, and govern any, service or equipment provided to You by one or more of the following companies: Pioneer Telephone Cooperative, Inc., Pioneer Long Distance, Inc., and Cellular Network Partnership d/b/a Pioneer Cellular. As used in this Agreement the companies are referred to as "we", "our", "us", or "Pioneer" and You are referred to as "Customer", "You", or "Your". The services we may provide to You could include local telephone, long distance telephone, DTV, mobile (cellular) telephone; and high-speed Internet access service ("Internet Service") using cellular, fixed wireless, fiber, cable, and DSL technologies (collectively referred to as "Services"). The Pioneer company providing the Services, the technology available, and the Internet Service speeds will vary based on where You are using the service or, in the case of non-mobile Services, where Your service will be installed or connected.

Use is Agreement. When You order, request, or use any of the Services, you are deemed to have read and agreed to these Terms, whether You sign a document or not. You further agree to be bound by rules and regulations encompassed in Your membership in Pioneer, which are incorporated as part of this Agreement. If You subscribe to a service that is covered in whole or in part by a filed tariff, the terms of service are also subject to the terms of the tariff. In the event of any conflict between the tariff and this Services Agreement, the terms of the tariff shall take precedence.

Modifications. Pioneer may modify these terms and other policies from time to time at its discretion. Notice of such changes will be provided by email, text message, or bill notice or insert, normally thirty days in advance of the effective date. Your continued payment for and use of the service after the effective date constitutes Your agreement to the change(s). Service is provided by Pioneer for the use and enjoyment of You and Your authorized users (hereinafter individually and collectively referred to as "User") only. Said Services may be used for lawful purposes only. The User certifies that he or she is at least 18 years of age.

GENERAL

1. Pioneer's Obligations:

a. For a fee, when offered as part of the Services or offered on a stand-alone basis, Pioneer will install in a workmanlike manner and in locations mutually acceptable to Pioneer and You, certain equipment and materials to provide Services to You. You may be required to procure certain additional equipment of Your own in order to receive some types of Services. Pioneer representatives carry company identification.

b. Pioneer will maintain equipment owned by Pioneer in accordance with reasonable industry standards so as to minimize Services interruptions or degradation of Services. As covered in more detail below, You will be required to maintain and repair Your own equipment.

c. Pioneer may offer maintenance service covering items such as internal cabling and wiring on Your premises. To obtain such service, You need to request, subscribe, and render payment for said service. Otherwise, Pioneer shall have no responsibility for the maintenance of any cabling or wiring located on Your premises.

d. Pioneer acknowledges Your privacy with respect to Your communications using the Services. You acknowledge, however, that Pioneer retains the right to monitor Services electronically from time to time for reasonable network management, to assure compliance with these Terms, and to disclose any information necessary to comply with any subpoena, law, or regulation. More details will be found in the Privacy Policy on our website, which is subject to change from time to time without notice.

e. Pioneer assumes no responsibility for access to Your account by unauthorized persons. Pioneer is not responsible for the damage or malicious actions of others.

2. Your Obligations:

a. You agree to pay all installation, Services or other charges on receipt of Pioneer's bill. Charges are according to Pioneer's rate schedules and Services plans and may be found in our tariffs, on our website, or by contacting our business office. Monthly rates for Service may be subject to additional local franchise fees, taxes or other charges. If You or Pioneer terminate any Services, Pioneer may transfer outstanding balances for Services provided under this Agreement to other accounts that You have with Pioneer. Any partial payments will be credited first to the local telephone Services portion of Your bill.

b. If You fail to make timely payment, Pioneer may terminate Service, remove Pioneer equipment, and impose late fees and early termination fees. You agree that Pioneer may charge interest on any uncollected account, based on the then current rate of Oklahoma Statutory interest, and You agree to pay all returned check fees, collection costs, including attorney's fees. Venue for all accounts due Pioneer shall rest in Kingfisher County, Oklahoma, and all transactions and business between the undersigned and Pioneer shall take place and originate at the home office in Kingfisher, Oklahoma.

c. You agree to provide Pioneer's employees and representatives with a safe working environment.

d. You agree to allow Pioneer reasonable access into Your premises to install, bury, demonstrate, inspect, maintain, upgrade (if any), repair, and remove Pioneer equipment in Your premises, and/or if Pioneer determines it is necessary, Pioneer shall have the right, but not the obligation, to inspect or upgrade any of Your equipment that is used to receive Services. If You are not home at the time of a Service call, You hereby authorize any other resident or guest at Your residence to grant Pioneer access to Your premises.

e. You may not assign or transfer this Agreement, or any rights or obligations hereunder, without Pioneer's permission and the execution of the appropriate paperwork.

f. If You do not own Your premises: (i) You represent that You have obtained necessary permission and authority from the owner to install Pioneer's equipment at the premises (including, without limitation, equipment attached to the outside of the premises); and (ii) You will indemnify Pioneer from any and all claims of the owner of the premises in connection with the installation and provision of the Services by Pioneer.

g. You agree to comply with these Terms and Conditions including, without limitation, the acceptable use and device attachment provisions below and with all posted Pioneer rules and policies as in effect and modified from time-to-time.

h. If You have requested or subscribed to interstate and/or international long distance service this Agreement incorporates by reference the terms, conditions, rates and charges included in the "Interstate Long Distance Services Contract," the "Private Line Services Contract," and/or the "International Long Distance Service Contract, each of which is available at the Company's offices located at 108 E Robberts Ave, Kingfisher, Oklahoma 73750 and on the Company's website located at www.gopioneer.com. If there is an inconsistency between this Agreement and an incorporated Contract, this Agreement shall be deemed to supersede and be controlling over the incorporated Contract.

i. If You signed up for Service under a service commitment and Your Agreement is terminated early, then You will be charged for any activation fee credit You have received prior to termination.

j. Your login IDs, passwords, and e-mail address(es) are assigned exclusively to You and You may not provide them to unauthorized persons. You are responsible for the security of Your password(s), connection(s), communication(s), and file(s). You are responsible for Your wireless connection(s) (if any), and You are responsible for security of the connection(s) and use of the connection(s), regardless of whether the use is authorized by You.

k. You understand that the Internet contains unedited materials, some of which may be harmful or considered offensive to You. You Agree to access such materials at Your own risk. Pioneer neither asserts control of, nor assumes any responsibility for content on the Internet, or for use of Pioneer's Services to access such materials.

ADDITIONAL PROVISIONS REGARDING QUALIFIED COMMUNICATIONS SERVICE

Pioneer provides a qualifying retail communication ("Qualified Communication Service) service to members of its Co-op, Pioneer Telephone Cooperative, Inc. ("Members"). Subscribers to a Qualified Communications Service must apply for and become Members, subject to the following:

1. Members take from the Co-op one or more Qualified Communications Service to be used on their premises, pay therefore monthly at rates to be determined from time to time by the Co-op. All amounts paid by Member in excess of operating costs and

expenses of the Co-op are furnished as capital and each Member shall be credited with the capital so furnished as provided in the bylaws.

2. In addition to these Terms, Members agree to comply with and be bound by the provisions of the Articles of Incorporation and bylaws of the Co-op, and such rules, regulations, tariffs, and resolutions as may from time to time be adopted by the Cooperative.
3. A Member assumes no personal liability or responsibility for any debts or liabilities of the Co-op by reason of Membership, and it is expressly understood that Applicant's private property is exempt from execution for any such debts or liabilities.
4. Venue for all accounts due the Cooperative shall rest in Kingfisher County, Oklahoma, and all transactions and business between the undersigned and the Co-op shall take place and originate at the home office in Kingfisher, Oklahoma.
5. Member grants to the Co-op a right-of-way easement to construct, operate and maintain a line or system to provide the Qualified Communications Services on and through the property where a Service is to be provided and in or upon all streets roads or highways abutting said land; and, if applicable, will execute and authenticate any documentation reasonably necessary to lawfully grant and perfect such easement, as well as the required COMMUNICATIONS FACILITIES AGREEMENT providing for payment of the costs on an amortized basis and will obtain the signatures required by Pioneer thereon; or agrees that Member, in the alternative, shall pay all of the construction fees and costs charged by Co-op for the particular service, upon completion of construction.
6. Your agreement to become a Member in the Co-op is understood to be an agreement with the other Members. The acceptance of Your application by the Co-op to become a Member constitutes an agreement to these Terms which shall continue in force until cancelled by notice by either party to the other.

ACCEPTABLE USES

You understand and agree that Pioneer Services are intended only for lawful and non-harmful purposes and are primarily for Your own personal, household, or family purposes. The following terms describe permitted and prohibited uses and may be referred to as our acceptable use policy (“AUP”) in this Agreement and on our website:

1. **Personal Use Only.** Unless You have subscribed to a commercial or wholesale (“Enterprise”) plan that expressly provides otherwise, Your Services are intended and offered for Your own personal, household, or family purposes. Accordingly You may not use Your Services for any inconsistent purposes, such as the following: resale; as a substitute for private lines or dedicated data connections; for operating a business or disseminating advertising; or in conjunction with applications or devices which aggregate usage from multiple sources prior to transmission to Pioneer’s network, such as Wi-Fi hotspots, tethers, routers, switches, or any other optic, wired, or wireless technology connecting computers or other equipment, unless all such sources are located within Your household or belong to You or other persons covered by Your service plan. If You have subscribed to an Enterprise plan or service, the foregoing uses are permitted only to the extent explicitly allowed by the terms of such plan.
2. **Your Security Obligations.** As Customer, it is Your responsibility to secure Your computer equipment so that it is not subject to external threats such as viruses, spam, and other methods of intrusion. You acknowledge that Internet sites and use of the Internet might consist of, include and/or provide access to images, sound, messages, text, services or other content and material that may be unsuitable for minors and that may be objectionable to many adults. You acknowledge that Pioneer is not responsible for any such content or material and agree that access to same through use of the Internet Service is at Your sole risk. The reliability, availability, legality, performance and other aspects of resources accessed through the Internet are beyond Pioneer’s reasonable control and are not in any way warranted or supported by Pioneer or its third-party contractors. You confirm that You assume all risk and liability of any use of the Internet through Your account, and You are obligated to ensure that all users comply with this Policy.
3. **Lawful Use Only.** You may not use Your Services in any manner or for any purpose that is, or reasonably might be, held to be unlawful, including but not limited to: child pornography; violation of any patent, copyright trademark, or other intellectual property rights (addressed in more detail below); engaging in an illegal soliciting scheme; harassment; or using the service to commit or attempt to commit a crime, including crimes of fraud and misrepresentation.

4. Harmful Uses; Unwanted Traffic. You may not use Your Services in any manner or for any purpose that is, or Pioneer determines reasonably may be, harmful to Pioneer, Pioneer's networks, or other users, including, but not limited to: any activity that adversely affects the ability of other people or systems to access or use either Pioneer's Internet access services or other parties' Internet-based resources; attempted hacking of Pioneer's network or any other user's device; intentionally uploading or sending viruses, worms, malware, corrupt files, Trojan horses, denial of service ("DOS") attacks; or any other similar data, applications or software which may harm another user, a user's access device, or Pioneer's network. You also may not intentionally transmit unwanted, malicious, or harmful traffic, such as: spam, phishing, spoofing, stalking, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive regardless of whether this material or its dissemination is unlawful; or any other use that generates complaints by other network or Internet, DTV, HDTV, or telephone users or in Pioneer's reasonable judgment might expose Pioneer to liability to third parties.
5. Access Devices. You may not attach to or use with Pioneer's network any devices that are unlawful, harmful, or otherwise in violation of the Device Attachment terms below.
6. AUP Monitoring. Pioneer does not routinely monitor the activity of Services accounts for violation of this AUP, but reserves the right to do so. Pioneer will respond appropriately if it becomes aware of inappropriate use of the Services and/or to protect Pioneer's network, the Services, other users, or other third parties. Your failure to comply with this AUP or any other Terms could result in the suspension, restriction, or termination of Your Services, with or without prior notice and, if terminated, Pioneer may bill You for any applicable early termination fee.
7. Blocking Harmful or Excessive Usage. Pioneer may block unlawful or harmful content or traffic or traffic that exceeds the buckets or data usage allowances of the Services plan to which You have subscribed.
8. The provisions of this AUP are not meant to be exhaustive. Pioneer reserves the right at all times to prohibit activities that damage Pioneer's commercial reputation and goodwill or may affect the quality of its services or Pioneer's ability to provide services.

NETWORK LIMITATIONS AND REASONABLE NETWORK MANAGEMENT

Pioneer is committed to providing all of our Services to maximize the benefits of the networks and service experience for all customers. You understand and agree that Network limitations and constraints may sometimes limit Your access to the Services or the quality of the Services. Pioneer's Services are provided to You over a network that has finite capacity (especially Internet Services and Services provided using wireless technology) and that is shared by other users. Accordingly, Pioneer may at times engage in reasonable network management to ensure that all users have reasonable and equitable access to the network.

1. For the safety and privacy of our Internet Service Customers, Pioneer uses generally accepted technical measures such as application-neutral bandwidth allocation and reasonable network management practices consistent with industry standards and any regulations.
2. Non-Discrimination. Pioneer does not discriminate against any lawful Internet content, application, service or service provider with respect to network management practices, network performance characteristics, or commercial terms and conditions, except in the case of network congestion. Nor do we give preference to any content, applications, or services except that occasionally, in the case of network congestion, we may slow high band width applications. Pioneer permits all reasonable uses that are not unlawful and not harmful to the network, our customers, or others.
3. Reasonable Network Management. During heavy congestion periods we reserve the right to prioritize Internet traffic based on real time and non-real time applications based on generally-accepted technical measures. You understand and agree that when our network experiences high demand, data speeds for users may be slower for all applications until traffic levels return to normal, particularly on our wireless networks.
4. Full-time Connections. Some Services are not intended to provide full-time connections and the connection for such service may be discontinued after a significant period of inactivity.

5. **Best Efforts Internet Service.** While Pioneer provisions its network and equipment to ensure that its customers can enjoy the speeds to which they subscribe, Internet speeds generally result from a "best effort" service and are dependent on a number of variables, many of which are outside the control of an Internet access service provider. Such variables include: the presence of viruses or malware; whether the terminal equipment is connected to the network by wire or by wireless; and the presence of congestion on any networks whether ours or a third-party's. Wireless Internet Service is subject to additional limitations inherent in the service technology. We will provide wireless service at the speed capabilities of Your plan, subject to limitations and other factors beyond our control, which may include: Your distance from our cell tower or switching center, network congestion, atmospheric conditions such as rain, vegetation, and the equipment You use.

6. **No Guarantees.** Pioneer does not guarantee that a Customer will achieve the expected Internet Service speeds at all times. Rather, the expected data speeds represent the best information available to Pioneer of the typical speeds a Customer can expect to experience under normal operating conditions.

COPYRIGHT AND TRADEMARK COMPLIANCE

Pioneer respects the intellectual property rights of others. We discourage use of our network and Services to download materials in violation of copyright, trademark or other intellectual property laws. Pioneer will investigate claims of alleged infringement and will take appropriate action under the Digital Millennium Copyright and this Agreement.

1. Copyright infringement most commonly involves the possession, downloading, or sharing of electronic copies of music, movies, games, or videos without the permission or approval of the copyright holder. To protect their interests, copyright holders frequently monitor websites and other popular download locations to record the title, date, time, and Internet Protocol (IP) address associated with infringing activity.

2. Pioneer undertakes reasonable efforts to comply with the Digital Millennium Copyright Act of 1998 (including any amendments) ("DMCA") to report and block alleged copyright infringements.

a. Copyright owners may send Pioneer a notification of claimed infringement to report alleged infringements of their works to: Legal Department Manager, U.S.A. Fax: (405) 375-6329, e-mail: abuse@ptci.com or cellularabuse@ptci.com or abuse@pldi.net.

b. If a notification of claimed infringement has been filed against You, You can file a counter notification with Pioneer's designated agent using the contact information shown above. All notifications and counter notifications must satisfy the requirements of the DMCA Act (DMCA).

c. Based on the IP address involved, the copyright holder determines the Internet Service Provider (ISP) that manages the IP address and sends them a notification describing the event. When we receive such notifications, we determine what customer was assigned the IP address at the date(s) and time(s) listed in the notification(s).

d. We only track IP address assignment and not how or where the IP address is used. We do not monitor or track customer activity on the Internet except for reasonable network management.

e. If we are able to identify a customer with the IP address, we will contact the customer so they are aware of the allegation(s) of copyright infringement and to provide them with an opportunity to prevent the activity or remove the material. We do not release a customer's identity to the copyright holder unless we are required to do so by a court order or subpoena.

f. If we receive repeated copyright infringement notifications for the customer, we will escalate our response to ensure the customer is aware of the situation and to provide suggestions that may help resolve the problem. If we continue to receive copyright infringement notifications against the customer, we will take appropriate action, which could include, but is not limited to, reducing the customer's bandwidth, or suspending or terminating their Internet service.

3. Under the law, those claiming infringement should include ALL of the following information in their notifications to us:

a. A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that it is allegedly infringed;

b. A description of the copyrighted work claimed to have been infringed;

c. A description of where the material that is claimed to be infringing is located on the Website;

d. Mailing address, telephone number, email address and all other information reasonable, sufficient to permit Pioneer to contact the complaining party;

e. A statement that the complaining party has a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

f. A statement that the above information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

4. Notifications Should Be Directed To:

Pioneer

Attn: Connie Holthus, Legal Manager

P.O. Box 539

Kingfisher, OK 73750-0539

Phone: 405.375.0383

Email: abuse@pldi.net or cellularabuse@ptci.com

5. If the customer feels a mistake has been made or that the copyright for the material mentioned is not being infringed upon, they may file a counter-notification with the copyright holder or work with them directly. Please contact Connie Holthus at 405-375-0383 or Charity Cook at 405-375-0768 for more information.

6. Customers may wish to seek legal advice from an attorney if they receive a copyright infringement notice.

EQUIPMENT AND DEVICE ATTACHMENT TERMS

1. You may attach to or use with Pioneer's telephone, cable, fiber, or wireless networks any lawful and non-harmful devices such as telephones, handsets, tablets, converters, remote controls, PVRs, HDTVs, set-top boxes, modems, routers, as well as other equipment furnished by Pioneer. Lawful and non-harmful means, at a minimum, that the devices have any and all UL® or FCC required registrations or approval.

2. Regardless of ownership or equipment ownership, You may not attach, modify, or use devices that harm, or have an unreasonable potential to harm or degrade, the network, Pioneer's services, or other users. You may not attach or use devices or software that were acquired unlawfully, the use of which is unlawful, or the primary purpose of which

is unlawful, harmful, or fraudulent, such as password guessing programs, decoders, password gatherers, analyzers, cracking tools, packet sniffers, or encryption circumvention devices. You agree to use any and all devices or equipment only for the purpose of receiving Services ordered from Pioneer and for no other purpose. You agree not to tamper with any equipment or install or use any device or software in any way that might interfere, directly or indirectly, with Pioneer's ability to: disconnect, connect, downgrade, or upgrade Services; bill You or retrieve information necessary to bill You for Services; or, determine what Services You are receiving or have received.

3. Pioneer shall have the unrestricted right, but not the obligation, and You hereby grant permission to Pioneer to install, update, or upgrade the software and/or firmware in any devices or equipment that You are using to receive or use the Services, whether owned by You or Pioneer.

4. With respect to any equipment or device on Your premises that Pioneer owns, leases to You, or sold to You on an installment plan that is not fully paid, You agree:
 - a. To prevent any connections to the equipment which are not expressly authorized in writing by Pioneer.
 - b. To prevent tampering, altering, or repair of the equipment by any person other than Pioneer's authorized personnel.
 - c. To assume complete responsibility for improper use, damage, or loss of such equipment, regardless of cause.
 - d. To promptly return the equipment to Pioneer in good condition, excepting ordinary wear and tear resulting from proper use, immediately upon discontinuance of Services by Pioneer or You, or at Pioneer's request. The equipment is and shall remain the property of Pioneer at all times. You may not sell, resell, or transfer the equipment to any third-party at any time. This Equipment Section shall survive the termination or expiration of this Agreement.
 - e. To assume complete responsibility for improper use, damage, or loss.

5. Unless sold to You and fully paid for, All Equipment furnished by Pioneer remains the property of Pioneer, and must be returned to Pioneer within thirty (30) days from the date of disconnection of the Services. If all of Pioneer's equipment is not returned within thirty (30) days, You will be charged an equipment fee.

6. Pursuant to the rules of the Federal Communications Commission, Pioneer is responsible for any excessive signal leakage while providing Service over the system. Should such excessive leakage originate from Your internal wiring, Pioneer's sole obligation shall be to terminate Service to You until the leakage has been corrected.

7. YOU HAVE PERSONALLY INSPECTED THE EQUIPMENT TO BE INSTALLED IN YOUR HOME BY THE PIONEER REPRESENTATIVE, AND AGREE THERE IS NO VISIBLE DAMAGE TO THE EQUIPMENT AND IT IS IN GOOD WORKING CONDITION.

8. Pioneer will either unlock, or provide information to unlock, any locked cellular device to be used on other compatible networks for a Customer or former customer who is in good standing and who has fulfilled the applicable service contract, device installment plan, or paid the early termination fee. To determine if a device is locked and have it unlocked, please call 1-800-641-2732 or visit a Pioneer retail center. If you are not a customer or former customer you must contact Connie Holthus, Legal Manager at 405-375-0383 to confirm whether or not your cellular device may be unlocked.

MISCELLANEOUS

1. For DTV services, You acknowledge that Pioneer reserves the right, at any time, and in its sole discretion, to change its channel lineup and/or to pre-empt specific programs or parts of programs previously advertised as available to You. Pioneer also reserves the right to alter its fee structure upon notice to You. You may immediately terminate Service upon written notice to Pioneer, subject to early termination charges, if applicable.

2. If You have agreed to a service plan that requires a minimum service commitment period, You may upgrade Your plan but You cannot downgrade Your service to a plan with a lower monthly charge. If You do so You will be subject to applicable early termination charges.

3. **Limitation of Warranties and Liability.** Pioneer, including its parent, affiliates, subsidiaries, agents, employees, representatives, successors, and assigns, makes no warranties, express or implied, including without limitation any warranty of

merchantability or fitness for a particular purpose, as to the equipment and Services furnished by Pioneer. Pioneer makes no representations, express or implied, that its Services will be error-free, uninterrupted, free from degradation, or free of viruses or other harmful content. Pioneer shall not be liable for damages for failure to furnish, or the degradation or interruption of any Services, or for any effect that Pioneer's equipment, software, or Services have on Customer's equipment, regardless of cause. Pioneer shall not be liable for damage to property, or for injury to any person, directly or indirectly arising from the installation, maintenance, or removal of equipment, software, wiring, or the provision of Services. Both Pioneer and Customer agree that it is impracticable and extremely difficult to forecast or fix actual damages or losses, if any, which may proximately result from failure on the part of Pioneer to provide Services. Accordingly, You agree that Pioneer's maximum total liability to You arising under this Agreement shall be limited to the amount actually paid by You for three consecutive months under this Agreement.

4. **Indemnification.** You hereby indemnify and hold harmless Pioneer from any claims, actions, proceedings, damages, and liabilities (including attorney's fees) arising out of: (1) such damage or injury; (2) any content or software displayed, distributed, or otherwise disseminated by You or by Users of the Services; (3) any claim that Your use of the Service, including the registration and maintenance of any domain name selected by You, infringes on the patent, copyright, trademark, or other intellectual property right of any third party; or, (4) any breach or alleged breach by You of this Agreement. Under no circumstances will Pioneer be held liable for any incidental, indirect, punitive, special, or consequential damages.

5. Remedies for Breach of Agreement. If You use Pioneer Services to violate any law, including copyright violations, or breach this Agreement, any other policy, agreement, or rule of Pioneer, or any local, state, or federal regulation, Pioneer shall have the right to suspend or restrict Your service without notice or to terminate this Agreement and enter Your premises to remove Pioneer's equipment. Pioneer's failure to require Your strict performance of any term or condition of this Agreement shall not be construed as a waiver of Pioneer's right to require strict performance of the same or of any other term or condition in this Agreement.

6. **Dispute Resolution; Arbitration and Waiver of Class Actions.** Most customer concerns or disputes can be resolved through our customer service representatives; however, if either of us has an issue which cannot be resolved without third party intervention, You and we both agree to submit to binding arbitration before the

American Arbitration Association. **This means that all disputes arising from or relating in any way to Your Services, whether under these Terms & Conditions or not, will be resolved through arbitration, not in court or through judge or jury. Moreover, to the fullest extent allowed by law both of us agree to waive any rights to pursue a claim arising from or relating to these Terms & Conditions or the Services as a class action; that is, You or we will not join a claim with the claim of any other person or entity or pursue a claim on behalf of any other person or entity.** The arbitration shall take place in Kingfisher County, Oklahoma. Only actions relating to failure to timely pay billed charges, such as service charges and related fees and taxes (collection claims), may be brought in a court; provided that all such actions will be brought in small claims or another court with jurisdiction in Kingfisher County, Oklahoma; and further provided that if any counterclaims or claims unrelated to collection are asserted in the action by any party then the case shall be transferred to arbitration.

7. Entire Agreement. This Agreement, together with the Service Request Form, details of Your service plan, and posted policies provided or published by Pioneer, including on its website, constitutes the entire agreement between Pioneer and You for the Services and equipment described in this Agreement. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. No statement, representation or warranty made by any agent or representative of Pioneer regarding the Service, or equipment to be provided, or the rates therefore, shall be binding upon Pioneer, unless expressly included herein.
8. If any part of this Agreement is found invalid, the rest of the Agreement will remain valid and enforceable.
9. The remedies, limitations, and waivers in this Miscellaneous Section continue in force and effect after the termination of this Agreement.
10. No Third Party Rights. This Agreement does not provide any third party with a remedy, claim, or right of reimbursement for or in connection with Your use of Service.

11. The Company may assign all or part of its rights or duties under this Agreement without notifying You. You may not assign this Agreement or Service without the prior written consent of the Company.

12. Notices to You will be sent to Your billing address or, in appropriate cases, to Your email address or as a text message to Your cellphone. Notices from You to the Company must be provided as follows:

Pioneer

Attn: Legal Manager

P.O. Box 539

Kingfisher, OK 73750-0539

13. Governing Law. The law of the State of Oklahoma and any applicable federal law shall govern this Agreement.

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