

TERMS AND CONDITIONS OF SERVICE

Your acceptance of the following Terms and Conditions of Service (“Terms and Conditions”) constitutes your agreement for the installation work order of fiber optic services, including but not limited to high speed data (individually and collectively “Services”) provided by Steuben County REMC (REMC), you (Customer) acknowledge that you are at least 18 years of age, have ownership or possessory right of the service location and agree to the following Terms and Conditions:

1. **SUBSCRIPTION AND PAYMENT TERMS.** Customer is subscribing to Services set forth on the installation work order. Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Customer agrees to pay for all Services provided by REMC including but not limited to charges for installation and equipment, as applicable.
2. **SMARTHUB.** Customer is required to complete the SmartHub registration process following the in-home installation. All monthly bills will be distributed and available only through SmartHub.
3. **LATE/OTHER CHARGES AND SECURITY DEPOSIT.** REMC may require a security deposit. Customer shall owe a late fee (Late Fee) for monthly charges not paid by the due date. If Service is disconnected for non-payment, REMC may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including any Late Fees, before service is restored. If Customer’s check is returned for insufficient funds, REMC may impose a service charge up to \$25.00. If Customer has not paid amounts due within 30 days of the due date, a collection agency and/or attorney may be engaged to collect amounts due. Customer agrees to pay REMC for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs.
4. **HOLD HARMLESS.**, If there are customer-owned underground facilities that are not marked or protected by underground locates, REMC is not responsible for damage to any such unmarked, customer-owned underground facilities as it relates to work at the service location. This includes secondary electric, water, phone, gas, septic, well head and any other underground facilities. Customer further agrees that REMC is not responsible for yard or property damage incurred as a result of accessing property for this project.
5. **OWNERSHIP OF EQUIPMENT-RISK OF LOSS AND RETURN OF EQUIPMENT.** All equipment installed at the service location shall remain the sole and exclusive property of REMC. Customer agrees to pay any applicable Equipment lease charges associated with REMC’s equipment installed inside Customer’s service location. Customer assumes the risk of loss, theft or damage to all such installed equipment .
 - o If Customer terminates service for any reason other than moving, Customer agrees to return all such installed equipment in operating condition as when received (reasonable wear and tear accepted) directly to REMC within five (5) days of termination. In the event that the equipment is destroyed, damaged, lost or stolen—with the exception of

damage due to acts of God—or the installed equipment is not returned to REMC within the required five (5) days, Customer shall be liable to REMC for the full replacement cost for any unreturned or damaged installed equipment. All equipment installed outside at the service location shall remain permanently at the service address.

- If equipment is damaged due to an act of God, REMC will replace the equipment at no charge.
6. **TERMINATION OF SERVICE BY CUSTOMER.** Customer may terminate Service in person at the office or by telephone. Customer is liable for all services rendered by REMC up to the time the service is terminated and any equipment returned.
7. **TERMINATION OF SERVICE BY REMC.** REMC shall provide Customer five (5) days prior notice of disconnection of all or part of service, except if the disconnection is requested by Customer. If Customer's bill is not paid within five (5) days of notice of disconnection, REMC may disconnect service.
8. **CHANGES IN SERVICE/CHARGES.** REMC may change or eliminate services and charges.
- REMC shall provide Customer 30 days' advance notice of increases or other changes in charges, or
 - Services in conformity with applicable law.
9. **ACCESS ON PREMISES.** As determined or required by REMC, each Customer shall:
- Provide REMC, its employees, agents, and authorized representatives, temporary, or permanent, safe and reliable access to, and use of, any portion of; and
 - Upon request from, and without charge to, REMC, grant and convey, and execute any document reasonably requested by REMC to grant and convey, to REMC written or oral easement, right-of-way, license, or other property interest in any real or personal property in which the Customer possesses any legal right which is reasonably necessary to:
 1. Purchase, install, construct, inspect, monitor, operate, repair, maintain, remove, or relocate any REMC equipment;
 2. Provide, monitor, measure, or maintain any REMC service;
 3. Satisfy or facilitate any obligation incurred, or right granted, by REMC regarding the use of REMC's equipment; or
 4. Safely, reliably, and efficiently operate REMC or provide any REMC service. No Customer shall tamper or interfere with, damage or impair any REMC equipment. Unless otherwise determined by REMC, LRELMC owns all REMC equipment.
10. **WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SCREMC DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. Further:
- REMC assumes no liability for interruption of Service beyond its control, including, without limitation, acts of God, natural disaster, fire, civil

disturbance, strike or weather. However, credit adjustments will be determined on a case by case basis.

- REMC makes no warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement of either the Equipment or Service furnished hereunder.
- REMC shall not be liable to Customer for indirect, special, incidental, consequential, punitive, or exemplary damages arising out of or in connection with the Service or any acts or omission associated therewith, including any acts or omissions by subcontractors of REMC, or relating to any services furnished, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the causes of such loss or damages or whether any other remedy provided herein fails.
- REMC's entire liability and Customer's exclusive remedy with respect to the use of the Services or any breach by REMC of any obligation REMC may have under these Terms and Conditions shall be Customer's ability to terminate the Service or to obtain the replacement or repair of any defective equipment. In no event shall REMC's liability to Customer for any claim arising out of this Agreement exceed the amount paid by the Customer during the preceding 30 day period.

11. CUSTOMER INDEMNIFICATION. CUSTOMER IS RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS REMC AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE REMC FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY REMC IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF (i) CUSTOMER USE OF THE SERVICE OR EQUIPMENT; (ii) VIOLATION OR INFRINGEMENT OF CONTRACTUAL RIGHTS, PRIVACY, CONFIDENTIALITY, COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS ARISING FROM CUSTOMER USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) CUSTOMER'S BREACH OF ANY PROVISION OF THIS AGREEMENT.

12. VOICE 911/E 911 SERVICE LIMITATIONS: Customer understands and acknowledges that access to VOIP Phone services may be lost or the service may not function properly, including the ability to call for 911/E911 service, under certain circumstances, including but not limited to, the following: (i) REMC network or facilities are not operating (ii) broadband connection is lost; (iii) Customer is experiencing a power outage; (iv) electrical power to the optical network terminator is interrupted; (v) Customer's failure to provide a proper service address or moving the service to a different address.

13. INTERNET ACCESS SPEEDS. The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between REMC facilities and the network interface device at Customer premise. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Customer receives and sends internet

access data through the public internet as such speeds are impacted by many factors beyond control of REMC. Actual internet speeds vary due to many factors including the capacity or performance of computer and its configuration, wiring and any wireless configuration, destination and traffic on the internet, internal network or other factors at the internet site with which Customer is communicating, congestion on the network and the general speed of the public internet. The actual speed may affect Customer on-line experience, including ability to view streaming video and speed of downloads. Except as otherwise provided by law, REMC reserves the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service customers.

14. **INTERNET USE.** Customer understands that use of Services is subject to REMC Acceptable Internet Use Policy, which may be amended from time to time. The Acceptable Internet Use Policy is attached as Exhibit "A". Customer assumes all responsibility and liability for the security of information on personal devices, including but not limited to computer information transmitted or received through the Services. REMC assumes no responsibility and disclaims any liability for the security of any information on Customer personal devices, or the security or accuracy of any information or data transmitted or received through the Services. REMC has no responsibility and disclaims any liability for unauthorized access by third persons to Customer personal devices, files, or data or any loss or destruction of files or data.
15. **COMPLIANCE WITH AGREEMENT.** REMC reserves the right to suspend or terminate Services if Customer should breach of any of these Terms and Conditions.