

## INTERNET SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered by you (the "Customer," "user," "you," or "your") and Glenwood Telephone Company ("GTC" or the "Company"). This Agreement provides the terms and conditions for GTC's delivery of internet Service that you have applied for and have agreed to receive from (the "Service" or "Services").

By submitting an Application for Services ("Application") and activating Service, you acknowledge and affirm that you have read and agree to the terms of this Agreement. Services provided under this Agreement are subject to Federal Communications Commission ("FCC") and Georgia Public Service Commission ("PSC") regulation. Those regulations may change from time to time, and to the extent such regulations are applicable, such regulations shall supersede the terms listed herein.

### 1. INTRODUCTION

By applying for and accepting Services, the Customer consents to and accepts all terms and conditions in the Application, this Agreement, all terms and conditions in the Equipment Agreement (if applicable), the Acceptable Use Policy, and all other use policies (collectively, the "Terms of Service" or "TOS"). "Customers" include any person or entity using the Services. This Agreement may be modified at any time and any modification becomes effective immediately by notice posted on GTC's home page (<https://southgeorgia.net>), as applicable, or by electronic mail, by conventional mail, or via GTC's authorized social media outlets, including Facebook and Twitter. You may terminate Services as allowed in Section 4 if you cannot or will not accept any of the revised conditions. Your continued use of Services following the posting of any revisions to the TOS constitutes your acceptance of those revisions.

### 2. LEGAL AUTHORITY

The person applying for Services (either as an individual or on behalf of a legal entity) will be designated as the Primary Customer Account Holder. Only the Primary Customer Account Holder has authority to take action regarding or make changes to the Customer account. The person applying for Services represents and warrants that all information included in the Application is correct.

In order to purchase Services, if you are an individual, you must be an adult of at least 18 years of age, and by applying for and accepting the Services, you confirm that you are 18 years of age.

If you are a business and subscribing as a legal entity, by applying and accepting Services, you confirm (through the Primary Customer Account Holder) that your business is a corporation, partnership, or other legal entity duly formed (and incorporated, if applicable) that is in good standing and authorized to conduct business in Georgia.

### 3. SERVICE RATES & CHARGES

The Customer agrees not to use the Service in a manner prohibited by federal or state law or the Acceptable Use Policy. The Customer is deemed to accept the Service upon receipt of the CPE (as defined herein) or first connection to Services, whichever comes first.

3.1 Credit History. By applying for or continued access to the Services, you grant the Company permission to obtain your credit information from consumer credit reporting agencies at any time. If the Company determines you may be a credit risk due to unsatisfactory credit rating, insufficient credit history, or late payment history, GTC may refuse to provide the Services or require advance payments, non-refundable payments, and/or a deposit. Interest will not be paid on advance payments or deposits unless required by law. The Company may also require special payment terms, such as advance payments or deposits if GTC determines that the initial payment was inadequate. The Company may establish limits and restrict your Service and/or features as it deems appropriate. If you are delinquent in any payment to GTC, you also authorize GTC to report any late payment or nonpayment to credit reporting agencies. If you previously had an account with GTC and such account had an associated balance that remained unpaid upon and after termination of such account, by submitting an Application and activating Service, you agree that any such unpaid amounts are subject to the terms and conditions of this Agreement, including without limitation those provisions regarding collections, late fees, and suspension or termination of Service for failure to make required payments. The Company may require payment in full of such unpaid amounts before agreeing to accept your Application and provide or reactivate Services.

3.2 Initial Payment. Deposit(s), advance payments, or Installation Charges, if any, and payment for the first month of service are all due and payable upon submission of the Customer's Application.

3.3 Payment Period Charges. The Customer must pay within ten (10) days of receipt of the bill. If payment is not received by the tenth (10th) day of the month, the Company reserves the right to immediately suspend Service, provided that the overdue date is a business day. If the overdue date is a Friday, Saturday, or Sunday, then the suspension will take effect on the next business day. The Company may, in its sole discretion, retroactively bill the Customer for Services, taxes, fees, and charges if it determines the prior billing was missed, incomplete, or incorrect.

Customer agrees that (a) time is of the essence of its payment obligations hereunder; (b) if payment is not made when due, Customer shall pay a late fee of \$4 if a Residential customer or \$9 if a Business customer; and (c) Customer shall also pay interest on the unpaid balance at the rate of one and a half percent (1.5%) per month or the maximum rate allowable by law, whichever is less. If the Company accepts late or partial payments or payments marked "Paid in Full" or similar notations, it will not waive any of the Company's rights hereunder nor will it constitute an accord and satisfaction. This late fee and interest, if any, will be in addition to any, not in lieu of, other remedies we may have hereunder or under the law. There will be returned check fee of \$21 charged to Customer for any check returned for insufficient funds.

3.3.1 Billing Disputes. It is your responsibility to review your bill carefully and contact the Company before the due date if there are any charges you dispute or are inconsistent with the information provided to you at the time you applied for or ordered Service. Questions about or objections to any charges must be in writing by the Primary Customer Account Holder and must be received by GTC within sixty (60) days of the date of the bill that contains the disputed charge. Any objection or dispute shall be waived if not made within sixty (60) days of the date of the bill, and no refunds or adjustments will be issued for any charge that is more than sixty (60) days old at the time the Customer notifies the Company.

Pending the resolution of the dispute, Customer may withhold payment for the disputed portion of the bill. To the extent that the Customer chooses to withhold the disputed amount pending resolution of the dispute, the disputed amount will be subject to a late payment charge at the highest interest rate allowable by law applied to past due amounts. The Customer is still obligated to pay any charges that are not being disputed by the due date on the bill. The Company shall investigate the billing dispute and notify the Customer the resolution of the dispute, which may include making an adjustment to the bill, issuing a credit, or finding that the disputed portion was properly billed and the Customer must pay the disputed amount. If it is determined that the disputed portion was properly billed, the Customer has fifteen (15) days following this resolution to pay the amount. If the Customer fails to pay this amount within the fifteen (15) days, Customer's account will be deemed unpaid and past due, and the Customer's Services are subject to suspension or termination.

**3.3.2 Account Suspension.** The Company reserves the right to suspend Service if payment is past due. Suspension of your account does not relieve you of your obligation to pay any and all accrued fees, charges, and costs due to the Company. The Company may charge the Customer a reactivation fee or decline to reinstate Service if Service is suspended or terminated. To resume Service, Customer must pay the total amount due and a reconnection fee of \$100 before Service is restored. Suspended service may be resumed by GTC, at its sole discretion, after the Company receives full payment of all amounts due.

In the event that Customer's account becomes past due and is referred by the Company to an outside collection agency or attorney, the Customer will be responsible for the cost of collection services at the rate of thirty-five percent (35%) of the balance due or reasonable attorney fees and court costs incurred by the Company, whichever is higher. Customer agrees and consents to the Company's use of outside collection agencies or attorneys to collect past due amounts from Customer and further agrees and consents to GTC's provision of Customer information to such outside collection agencies or attorneys for the purpose of performing such collection services. The Customer expressly authorizes and specifically consents to allowing the Company and/or its outside collection agencies, outside counsel, or other agents to contact the Customer in connection with any and all matters relating to unpaid past due charges billed by the Company to the Customer. The Customer agrees that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, email address, or any other electronic address that the Customer provided, or may provide in the future, to the Company.

Customer agrees that the Company shall have no liability to Customer for: (a) any loss or disclosure of Customer information by such outside collection agencies or attorneys; and (b) any actions taken by such outside collection agencies or attorneys in attempting to collect past due amounts.

**3.4 Taxes.** The Customer is responsible for all applicable sales, use, excise, public utility or other taxes, fees, or charges, and such tax, fees, and charges shall be included as part of Customer charges for the Services. If you believe you are exempt from payment of any such taxes, fees, or charges, you must provide the Company with an original Tax Exempt Document; however, you cannot receive credit for any taxes, fees, or charges paid before provision of the Tax Exempt Document to the Company.

**3.5 Notices.** Written notices to the Customer shall be considered given on the date deposited in the U.S. Mail addressed to the Customer at the Customer's last known address. Written notice to the Company shall be considered given when received at our address of record. Verbal notices (to the extent permitted by this Agreement) shall be considered given on the date reflected on our billing system.

**3.6 Method of Payment.** The Customer authorizes the Company to charge any amounts payable by Customer in connection with Customer's use of the Service on Customer's Residential or Business Service bill (including, but not limited to, as applicable, any Termination Charges, Installation Charges, and No-Show Charges).

Payments may be made by mail, in person, by phone, or online. Payments made by mail, phone, or online are generally processed and posted to Customer's account within two (2) business days.

(a) **Online Payments.** Online payments may be made by logging into the Primary Customer Account Holder's online account and making a payment using a credit card or debit card or check (ACH). Payments made by credit card or debit card may be subject to a service fee to process the payment. A payment made by check (ACH) is not subject to a service fee. Customers may save their banking information or credit card or debit card information in their online account for future payments.

(b) **Phone Payments.** The Customer may call a customer service representative for GTC to make a payment by phone. The Customer agrees the Company may charge a convenience fee associated with a customer service representative processing a bill payment if the Customer chooses to pay by phone.

(c) **Mail Payments.** The Customer may mail a payment to: South Georgia Broadband, P.O. BOX 235, Glenwood, GA 30428.

(d) **In Person Payments.** The Customer may make payments in person during specified hours. The Company, in its sole discretion, may temporarily or permanently limit or prohibit in person payments.

**3.7 Billing and Collection Communication.** By applying for or continuing to use the Service you agree, in order for us to service your account and to collect any amounts you may owe, GTC may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. GTC may also contact you by sending text messages or emails, using any email address you provide to the Company. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable.

## **4. TERM & TERMINATION**

**4.1 Term.** The term of this Agreement (the "Term") for Service shall be: (a) the specified fixed Term set forth in the promotional offer, if any, under which Customer purchased the Services; (b) if no promotional offer was in effect, the Term set forth in the Application; or (c) if the Application does not set a Term, one (1) year from the date of the Application. If the Customer does not terminate prior to the end of a Term and does not agree to a new Term, Service will be provided on a month-to-month basis. The Customer further agrees that if the Customer

terminates the internet Service prior to the end of the Term or if Customer (whether on a fixed term or month-to-month basis for Service) does not provide the required advance notice of termination pursuant to Section 4.2.1, then Customer shall pay the Termination Charges set forth in Section 4.2.3.

**4.2 Termination.** The Company may discontinue, suspend, or terminate Service if: the Customer does not comply with any provision of this Agreement (including payment obligations to GTC for these or any other Services); the Customer's use of the Service in a manner that adversely affects other customers or harasses the Company's customers or employees; the Customer or others use the Service to engage in fraud or unlawful conduct or are suspected of doing so; or any regulatory agency, legislative body, or court restricts or otherwise prevents the Company from furnishing the Services. The Customer agrees that if GTC terminates the Customer's Data Service for any reason, GTC has the right to immediately delete all data, files, and other information (including any email, address book, and/or web storage content) stored in or for your account without further notice to you.

4.2.1 The Primary Customer Account Holder or an individual authorized by the Primary Customer Account Holder may terminate the Agreement or Service subject to the following conditions:

- (a) Cancellation must be in writing either by emailing notice of cancellation to southgeorgiabroadband@gmail.com, faxing notice (912) 523-5329, or sending notice by U.S. Mail to P.O. BOX 235, Glenwood, GA 30428 or by phone to GTC at least thirty (30) calendar days prior to the date requested for disconnection.
- (b) If the Customer cancels the order for Service the day before or on the day of scheduled installation, the Customer will be responsible for paying the Installation Charges plus a restocking fee of fifteen percent (15%).

4.2.2 **Month-to-Month.** The Customer may terminate Service to which it subscribes on a month-to-month basis at any time by notifying the Company as required under Section 4.2.1. The Customer remains liable for payment of all outstanding charges for Service(s) used and any equipment purchased prior to termination. If the Customer receives Service on a month-to-month basis, then the Customer will forfeit any prepayment for the remainder of the current month of Service.

4.2.3 **Early Termination Fee.** If you cancel the Services before the end of the Term, you are subject to early cancellation fees and/or Service fees of \$120 or \$120 divided by the remaining months in the your fixed Term, whichever is less, plus any outstanding balance and fees accrued through the termination date (collectively "Termination Charges") associated with the promotional offer and/or as set forth in this Section 4.

4.2.4 **Refund following Termination.** Upon termination of Services, any deposit paid at the beginning of Service shall be applied against any outstanding balances and equipment fees, if any, due. Thereafter, any remaining amounts from the deposit shall be credited to the Customer's account. Any credit balance remaining after outstanding balances are paid shall be refunded to the Customer in the form of a check sixty (60) days after termination.

## 5 THE SERVICE

The Services are offered as a "best effort" service. GTC does not guarantee availability, reliability, quality, or minimum response time to repair connections or equipment should there ever be a disruption of Service. The Services include Digital Subscriber Line internet Service ("DSL") and fiber optic internet Service (also known as fiber to the home Service).

Broadband Service is provided by GTC on a detariffed basis to Customers. Service is provided, where available, between your designated premises and the designated GTC network. The technology used to provide broadband infrastructure services is through use of DSL or fiber optic technology. Broadband Services provide transmission services over local exchange services facilities that can be used for simultaneous voice and data communications.

The internet access speed tiers offered by GTC are listed on the Application, which identifies the typical speed of the downstream and upstream rates at which internet access data is transferred between the network interface device at the location where you receive Service to the point you connect to the GTC network. Because different factors may affect the performance of internet access service delivered to a particular location or individual, GTC does not guarantee specific performance levels for internet access services, including the Service that you have agreed to receive from GTC.

The following terms apply to DSL: (a) GTC does not guarantee circuit availability, reliability, quality, or minimum response time to repair a circuit should there ever be a disruption of Service; (b) GTC only repairs circuits during GTC's normal hours of operation; and (c) Data Services technology cannot be used through a PBX or Key System.

### 5.2 Modifications to the Service.

(a) GTC reserves the right, without notice, to modify or discontinue Services or any function or feature of the Services, either on a temporary or permanent basis, whenever it deems necessary. Modifications to Services may include different technologies, rates, and/or charges.

(b) GTC may at any time introduce and offer Service rate plans with higher or lower levels or costs of Service than the Service subscribed for by Customer pursuant to Customer's Application. GTC may, but is not required to, upgrade Customer's Service level or features at any time, provided GTC does not increase the price of Services (other than as authorized by this Agreement).

(c) GTC will attempt, but is not required, to provide prior notice of planned service outages, and shall have no liability for failure to provide notice. GTC may post such notifications on its website, via Customer email, or via GTC's authorized social media outlets, including Facebook and Twitter. It is the Customer's responsibility to check for notifications via GTC's website, Customer's GTC email address or GTC's social media outlets. The Customer shall not be entitled to any setoff, discount, refund, or other credit, if any, in the case of any service outage which is beyond GTC's control or which is reasonable in duration.

5.3 **Changes in Service.** There is no fee for the Customer to increase internet bandwidth to a different rate plan; however, the fee for decreasing

to a lesser level of Service is \$20. Service plan changes will go into effect immediately upon request.

5.4 Privacy & Security. Privacy and security cannot be guaranteed, and GTC shall not be liable to you for any lack of privacy you experience while using the Service. You are solely responsible for all security measures over your in-home network, including any local area network(s). That includes, but is not limited to, access to authorization codes or passwords, as well as any encryption you deem necessary or required. You remain solely responsible for all aspects of your home network, including any activity by persons that you may allow (either intentionally or unintentionally, through lack of adequate security measures) to access your Services via your home network, including Wi-Fi connectivity. For that reason, GTC recommends that you take all necessary measures to ensure adequate network security and to closely monitor use of your Services and your home network by anyone accessing your home network.

5.5 Username and Password. Customers are required to choose a password and username for their GTC account. The Customer agrees to keep all usernames, passwords, IP addresses, and computer names strictly confidential, and the Customer is solely responsible for any liability or damages resulting from Customer's failure to maintain confidentiality of such information. The Customer is also solely responsible and liable for all activities originating on Customer's account or IP address. If the Customer believes unauthorized activity has taken place on Customer's account, Customer must immediately notify GTC of any such unauthorized activity.

5.6 IP Address Assignment. The Customer will be provided with either a dynamic or static IP address.

5.7 Support and Customer Service. GTC provides Customer support for Services purchased from GTC pursuant to this Agreement, subject to the limitations set forth in this Agreement and, if applicable, the Equipment Agreement.

5.8 Email Limits and Retention. The Customer acknowledges GTC limits the maximum number of days email messages are retained by the Service, the maximum number of email messages sent or received by a Customer on the Service, and the maximum size of any email message sent or received by a Customer on the Service. Usernames, passwords, and email addresses are GTC's property, and GTC may alter or replace them at any time.

5.9 Third Party Services. Some Customer data, including contact information, usage levels, and signal quality, may be made accessible by GTC to third-party organizations for account management and billing purposes, to support and troubleshoot individual Customer accounts, and to resolve wider network issues. By using the Services, Customer consents to sharing of Customer data for the purposes set forth in this Section.

5.9.1 Third Party Disclosures. Services are provided subject to certain regulatory or governmental disclosure requirements, with which GTC must comply. To the extent that GTC must disclose or report Customer data in compliance with such requirements, GTC will not disclose the Customer's confidential or personally identifiable information absent specific legal or regulatory requirements or order to do so.

5.10 Equipment and Software. If the Customer purchases or leases a gateway, router/modem, and/or filters for use with the Services through GTC (the "CPE"), the Customer must provide all other equipment and devices needed to receive the Services, and the Customer is responsible for any compatibility issues that may occur. Any equipment other than the CPE (including any gateway or modem purchased by Customer from a third party) is not the responsibility of GTC, and GTC will neither provide support for nor provide maintenance or management of such equipment and devices.

5.11 Installation. If Customer desires GTC to provide installation of CPE, Customer must request installation when applying for Services. By requesting installation, Customer agrees to pay the Installation Fee provided in Section 5.13. If Customer schedules a CPE installation appointment and neither Primary Customer Account Holder nor any other person authorized to permit installation is present at the scheduled time, Customer agrees to pay a fee of \$100 ("No Show Charge") unless Customer notifies GTC at least twenty-four (24) hours prior to the scheduled time. By scheduling an installation appointment, Customer authorizes GTC to enter Customer's premises. Customer also authorizes GTC and its employees to enter Customer's premise in order to install, maintain, inspect, repair, or remove CPE.

(a) Outside Wiring. Almost all Customer premises have an unused copper wire pair or a fiber optical cable. GTC shall notify Customer if a new copper wire pair or a fiber optic cable is required. In such event, in order to obtain Services, Customer at its expense will be required to have GTC install an additional pair or cable to the premises at GTC's rates. Customer's Application will not be processed until after the new pair or cable is installed. There is no fee for a Service call to check or repair the DSL connection to the outside telephone company NID device or the fiber optic cable connection to the network termination interface and the CPE located at the Customer's premises ("The Drop"). If requesting bonded services, two unused copper pairs must be present to provide Services. Each pair will be billed separately at GTC's rates.

(b) Inside Wiring. Inside wiring is not required if there is an unused copper wire pair or fiber optic cable connection between the location where the CPE is installed and the Drop. A single copper pair or fiber optic cable must be installed at the Drop to the jack which will be used by the CPE, unless the premises is a public housing or low income housing unit. If a new copper wire pair or fiber optic cable must be installed, the rate for installation is calculated based on GTC's labor rates. If the Drop has been determined to be in working condition and a service call is requested, the service call rate will be calculated at \$60 per hour plus the cost of materials.

The condition of the wiring over which your Service is transmitted within your premises will impact the performance of the Service, including with respect to speed, reliability and latency. You are solely responsible for the condition of any wiring and the Company expressly disclaims any responsibility thereto. If wiring is provided by the Company, upon completion of installation you will have full ownership and responsibility for such wiring. Unless expressly agreed in writing to the contrary, the Company makes no warranty to you or any other party for any work or materials constituting or associated with any inside wire. The Company expressly disclaims any warranty of merchantability or fitness for a particular use, and the Company has no responsibility to maintain, update, repair, replace, de-install, or remove any installed inside wire.

(c) Wiring for Other Services. If Customer has not elected for GTC to provide installation services, Customer is responsible for providing any inside wiring/cabling between the GTC network termination interface at Customer's location and the CPE.

**5.12 System Compatibility.** Some automatic reporting systems, such as home security systems, medical alert systems, and doorbell answering services, which dial local law enforcement, fire departments, and medical assistance, may cause problems with the Services. Customer waives any and all claims against GTC for interference or disruption that Services may cause with such third party system devices. Professional installation may be required if Customer uses such devices. For those Customers receiving Data Service: (a) if you have five (5) or more such devices connected to your phone line, professional installation may also be required due to degradation of DSL signal, and a NID filter may be required; and (b) if an alarm system is present, an RJ31x filter must be installed by the alarm company, and you are responsible for any associated costs.

5.12.1 Alternative power sources, such as generators, may cause interference with Service due to the introduction of noise and power fluctuations. No service credits will be issued by GTC for any service interruptions or degradation directly or indirectly caused by Customer's use of such alternative power sources.

**5.13 Installation Fee.** If the Customer requests installation of Services pursuant to Section 5.11, the Customer shall pay an installation fee of \$100 ("Installation Fee"), which includes professional installation at Customer's home or business and configuration of up to four (4) devices (setup does not include wireless printers). A fee of \$21 is charged if GTC must reconfigure CPE for any reason, and a fee of \$125 per hour is charged if the Customer desires to use a modem that is not an approved device or if special configuration of the CPE is required. If the Customer, Customer's staff, or consultants make any changes to the CPE, GTC is not responsible for monitoring the circuit or for any service outages or problems that may result from such changes. GTC does not recommend installation of a firewall or VPN software in routers that have not been upgraded to handle those features or functions without performance degradation. Customer is responsible for all circuit performance problems that result from installation of VPN software or hardware not approved by GTC (See 5.15 for a list of approved equipment).

**5.14 Gateway Installation.** If the Customer requests installation Services pursuant to Section 5.11, Customer shall pay the Installation Fee, which includes professional installation at Customer's home or business and configuration of up to four (4) devices (setup does not include wireless printers). A fee of \$21 is charged if GTC must reconfigure the gateway for any reason, and a fee of \$125 per hour is charged if the Customer desires to use a gateway that is not an approved device or if special configuration of the gateway is required. If the Customer, Customer's staff, or consultants make any changes to the gateway, GTC is not responsible for any service outages or problems that may result from such changes. GTC does not recommend installation of a firewall or VPN software in routers that have not been upgraded to handle these features or functions without performance degradation. Customer is responsible for all Service performance problems that result from installation of VPN software or hardware not approved by GTC.

**5.15 Approved CPE Equipment.** The following is a list of GTC approved CPE equipment and replacement cost(s):

- [BEC 7700 \(replacement cost - \\$100.00\)](#)
- [SMART/RG SR360n \(replacement cost - \\$100\)](#)
- [SMART/RG SR506n \(replacement cost - \\$125\)](#)
- [BEC 7800TNR2 \(replacement cost - \\$125\)](#)
- [BEC 8920NE \(replacement cost - \\$175\)](#)
- [SMART/RG SR555ac \(replacement cost - \\$200\)](#)
- [BEC 8920AC \(replacement cost - \\$200\)](#)
- [Comtrend AR-5319 \(replacement cost - \\$100.00\)](#)
- [Comtrend VR-3033 \(replacement cost - \\$125.00\)](#)
- [Comtrend VR-3060 \(replacement cost - \\$150.00\)](#)
- [Zyxel P660HN51 \(replacement cost - \\$100\)](#)
- [Zyxel VMG3925 \(replacement cost \\$150\)](#)
- [Zyxel VMG4825B10AUS01V1F \(replacement cost \\$200\)](#)

GTC may revise this list at any time and may post notices of such revisions on its website, via Customer email, or via GTC's authorized social media outlets, including Facebook and Twitter.

**5.16 Upgrades.** If a Customer desires to upgrade the Customer's CPE to another CPE listed under Section 5.15 (as such list is revised by GTC from time to time), the costs for the upgrade will be half the price of a new CPE, which will be same cost as the replacement price; provided that to obtain such upgrade pricing, Customer must: (a) bring the CPE it is seeking to upgrade in good working condition (as determined by GTC in its sole discretion) to GTC along with the power cord(s) and Ethernet cables; and (b) renew the Customer's Service Agreement for a minimum period of one (1) year. If the CPE is determined by GTC, in its sole discretion, to be in poor condition, the Customer must pay the replacement price of the used CPE divided by the remaining months in Customer's current contract plus half the price of a new modem and also renew the Customer Service Agreement for another one (1) year Term.

**5.17 CPE Warranties.** Any GTC-provided CPE equipment will be either a new or fully inspected, tested, or repackaged unit(s). The CPE equipment is provided AS IS WITH NO WARRANTY. GTC is not the manufacturer of your CPE equipment, and GTC makes no warranties regarding your CPE equipment, whether expressed or implied, including any warranties of merchantability, suitability, or fitness for a particular purpose of any type or character. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED.

STATEMENTS REGARDING OR DESCRIPTIONS OF THE SERVICE OR YOUR UNIT, IF ANY, BY GTC OR OUR EMPLOYEES ARE INFORMATIONAL ONLY AND ARE NOT MADE OR GIVEN AS A WARRANTY OF ANY KIND.

**5.18 Wireless Data Services.** Customer may request a wireless modem/router at time of installation at no charge. When Customer elects to use a modem with wireless built in, GTC will pre-configure the wireless with WPA/WPA2 Security or WEP Security as per Customer's request. GTC DOES NOT RECOMMEND USE OF WIRELESS WITHOUT ENCRYPTION SETUP, and if Customer opts for no encryption installed, GTC shall have no liability for unauthorized use or malicious activity due to not maintaining proper security measures on Customer's network.

**5.19 Website Usage and Other Websites.** The Service may provide or facilitate third parties to provide the Customer with links to internet sites or resources. Because GTC has no control over such sites and resources, the Customer acknowledges and agrees that GTC is not responsible for the availability of such external sites or resources. GTC does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that GTC shall not be responsible

or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the Customer's use of or reliance on any such content, goods, or services available on or through any such site or resource.

5.19.1 A Special Note Concerning Minors. Protecting children's privacy is especially important to GTC. It is GTC's policy to comply with the Children's Online Privacy Protection Act of 1998 and all other applicable laws. Customers are responsible for supervising and monitoring minors' use of the Services.

5.19.2 Children's Online Privacy Protection Act. The Company is committed to complying with the Children's Online Privacy Protection Act. Accordingly, if you are under the age of 13, you are not authorized to provide us with personally identifying information, and we will not use any such information in our database collection activities. We appreciate your cooperation with this federally mandated requirement.

5.20 Disclaimer of Warranties.

EXCEPT FOR CERTAIN PRODUCTS AND SERVICES SPECIFICALLY IDENTIFIED AS BEING OFFERED BY GTC, GTC DOES NOT CONTROL ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICE ON THE INTERNET. THE INTERNET CONTAINS UNEDITED MATERIALS, SOME OF WHICH ARE SEXUALLY EXPLICIT OR MAY BE OFFENSIVE. GTC HAS NO CONTROL OVER AND ACCEPTS NO RESPONSIBILITY FOR SUCH MATERIALS. YOU ASSUME FULL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE AND THE INTERNET AND ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICE, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GTC DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. GTC MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH OR BY GTC OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY GTC OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY GTC, ITS EMPLOYEES, DIRECTORS, AGENTS OR OTHER REPRESENTATIVES, SHALL CREATE OR EXPAND ANY REPRESENTATION OR WARRANTY, NOR SHALL CUSTOMER BE ENTITLED TO RELY ON ANY SUCH INFORMATION OR ADVICE.

5.21 Restrictions on Use and Prohibition on Resale. Customer agrees not to use Services provided by GTC to trunk or facilitate public Internet access ("Hotspots") or enable any other public use of the Services.

## **6 ADDITIONAL SUBSCRIBER RESPONSIBILITIES**

Customer agrees to (a) provide true, accurate, current, and complete information to the Company and (b) maintain and promptly update such information to keep it true, accurate, current and complete. If Customer provides the Company any information that is or that the Company has reason to believe is untrue, inaccurate, not current, or incomplete, the Company may suspend or terminate Customer's Services.

## **7 CHOICE OF LAW**

This Agreement, its validity, construction, and performance, shall be governed by applicable federal law, the regulations of the FCC, and the laws of the State of Georgia.

## **8 INDEMNIFICATION**

Customer agrees to defend, indemnify, and hold harmless the Company and its subsidiaries and other affiliated companies and their respective officers, directors, employees, contractors, and agents from all liabilities, claims, and expenses, including attorney's fees, that arise from: (a) Customer's use of the Services and the equipment; (b) Customer's failure to comply with this Agreement or the TOS; and (c) Customer's negligence or intentional misconduct or violation of applicable law. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event Customer will cooperate with the Company in asserting any available defenses.

## **9 DISCLAIMER OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL THE COMPANY, ITS EMPLOYEES, SUBSIDIARIES, ITS LICENSORS, OR ANY UNDERLYING SERVICE PROVIDER BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE USE OR INABILITY TO USE THE SERVICE OR THE INTERNET OR FROM ANY ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS OF SERVICE, INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE COMPANY'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. CUSTOMER ACKNOWLEDGES THAT INTERNET ACCESS SERVICE MAY BE TEMPORARILY UNAVAILABLE FOR SCHEDULED OR UNSCHEDULED MAINTENANCE AND FOR OTHER REASONS WITHIN AND OUTSIDE OF THE CONTROL OF GTC. UNDER NO CIRCUMSTANCES DO ANY SUCH ERRORS, DELAYS, LOSS OF INFORMATION, OR INTERRUPTIONS IN SERVICE NULLIFY OR MODIFY THIS AGREEMENT ENTERED INTO BY THE COMPANY AND THE CUSTOMER. THE COMPANY RESERVES THE RIGHT TO REFUSE OR TERMINATE SERVICE TO A CUSTOMER AT ANY TIME.

## **10 THIRD PARTY BENEFICIARY**

YOU AGREE THAT ANY UNDERLYING SERVICE PROVIDER OF THE COMPANY'S SERVICES IS A THIRD-PARTY BENEFICIARY OF THIS AGREEMENT AND AS SUCH IS ENTITLED TO ALL THE RIGHTS AND PROTECTIONS AFFORDED BY THIS AGREEMENT TO THE COMPANIES DESCRIBED HEREIN.

## **11 DISPUTE RESOLUTION THROUGH ARBITRATION**

Any dispute arising out of or relating to the Agreement shall be resolved by final and binding arbitration administered by the American Arbitration Association ("AAA") according to its Commercial Arbitration Rules. The arbitration must be an attorney having experience and familiarity with similar disputes. The arbitration proceeding must occur in Glenwood, Georgia. Each party must bear its own costs relating to

arbitration (including the costs of initiating arbitration), and the parties must equally divide the arbitrators' fees. No arbitration award may provide any remedy beyond those permitted under this Agreement, and any award purporting to provide a remedy beyond those permitted under this Agreement must be vacated. No claim may be brought as a class action, combined or consolidated with any other proceeding, nor may any proceeding be pursued in a representative capacity or on behalf of a class. The Company may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction within the State of Georgia any interim or provisional relief that the Company deems necessary to protect its rights pending arbitration.

The Company shall not be liable for any claim under this Agreement unless you submit such claim to arbitration as required by this Agreement within one (1) year after you become aware or should have become aware of such claim. The Company's liability for any claim shall in no event exceed the amount you have paid to GTC for Services for the prior six (6) month period.

## **12 MISCELLANEOUS**

This Agreement, the Acceptable Use Policy, and the Company's other user policies posted on the Company's website constitute the entire agreement between you and the Company with respect to your use of the Services. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of the Company, and any attempted assignment, without such consent, shall be invalid. If any provision of this Agreement is held to be invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid.

REVISED 05-29-2020