

JACKSON COUNTY REMC

Terms and Conditions of Service - Fiber

By signing the application for broadband services, including but not limited to high-speed data (“Services”) provided by JACKSON COUNTY REMC, you acknowledge that you are at least 18 years of age and legally authorized to agree to the following terms and conditions of service:

1. **TERMS AND CONDITIONS OF SERVICE AND BILLING PROCEDURES.** The items listed below outline the terms and conditions of service, billing procedures and relationship between you, the Member/Customer and JACKSON COUNTY REMC regarding the provision of JACKSON COUNTY REMC Services. Member/Customer agrees to be bound by all the terms and conditions contained herein. Member/Customer’s signature heron evidences the agreement and certifies acknowledgement of receipt of the “installation packet”, which includes, among other things important Member/Customer information.
2. **SUBSCRIPTION AND PAYMENT TERMS.** Member/Customer is subscribing to Services set forth on this work order. Member/Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. Member/Customer agrees to pay for all Services provided by JACKSON COUNTY REMC including but not limited to charges for installation and equipment, if needed.
3. **LATE/OTHER CHARGES.** You understand that we may impose an administrative late fee (“Late Fee”) for each month’s charges not paid when due. The Late Fee is intended to be a reasonable advance estimate of costs to manage past due accounts. Some examples of costs incurred to manage past due accounts include the additional expense associated with preparing additional bill statements, processing Member/Customer’s service records, mailing additional notices, tracking past due accounts, responding to inquiries regarding past due balances, making collection telephone calls, performing special procedures to process past due payments, generating work orders and performing necessary field work, or to collect past due accounts. JACKSON COUNTY REMC does not extend credit to its Member/Customers and the Late Fee is not interest, a credit service charge or a finance charge. If Service is disconnected, we may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including Late Charge, before service is restored. If your check is returned for insufficient funds, we may impose a service charge. All fees and other charges are outlined within the Schedule of Miscellaneous Fees and Charges. If you have not paid amounts due within 30 days of the due date, and we use the services of a collection agency and/or attorney to collect amounts due, you agree to pay to us, in addition to other amounts due, all reasonable agency and attorney’s fees that we incur, including without limitation, court costs.
4. **OWNERSHIP OF EQUIPMENT-RISK OF LOSS.** “Equipment” includes all Equipment installed in or on your premises by us. This equipment and other JACKSON COUNTY REMC property and facilities (Equipment) delivered to Member/Customer and/or installed on the premises to receive the Service shall remain the sole and exclusive property of JACKSON COUNTY REMC. Member/Customer assumes the risk of loss, theft or damage to all Equipment at all times prior to the removal of the units by JACKSON COUNTY REMC or return of the units by Member/Customer. You agree to pay any Equipment lease charges associated with the Service. Upon termination of service for any reason, you agree to immediately return all Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to JACKSON COUNTY REMC within 5 business days of the termination. In the event that the Equipment is destroyed, damaged, lost or stolen, or not returned to JACKSON COUNTY REMC for any reason within 5 business days of termination, Member/Customer shall be liable to JACKSON COUNTY REMC for the full replacement cost of any unreturned or damaged Equipment.

You understand and agree that any credit balance on the account may be used to offset the cost of any unreturned or damaged Equipment.

5. **TAMPERING/MISUSE/LOST/STOLEN.** You shall not alter, misuse, repair, or in any manner tamper with the Equipment or outlets or remove from the Equipment any markings or labels. Equipment cannot be removed from your premises and used in another location. You are responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in your possession, you shall be

liable for the cost of repair or replacement of the Equipment.

6. **TERMINATION OF SERVICE BY MEMBER/CUSTOMER.** You may terminate Service by providing us at least 7 days advance notice. You may terminate Service in person at the office or by telephone. Account holders are liable for all Services rendered by us up to the time the account has been de-activated, and we have received all Equipment.
7. **THEFT OF SERVICE.** The receipt of Services without our authorization is a crime. You understand that the law prohibits willful damage, alteration or destruction of Equipment. You can be subject to both civil and criminal penalties for such conduct. Member/Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from JACKSON COUNTY REMC.
8. **TERMINATION OF SERVICE BY JACKSON COUNTY REMC.** We will attempt to give you prior notice of a disconnection of all or part of your Service, except if the disconnection is requested by you, as necessary to prevent theft of service. Once your bill is past due, we may disconnect your Service. Upon termination for any reason, we may charge additional fees on any unpaid balance. You understand and agree that any deposit on the account may be used to offset any outstanding balance and or the cost of any unreturned or damaged Equipment. Further, you understand and agree that JACKSON COUNTY REMC may charge your credit card on file at termination of Service in the amount of any outstanding balance and/or for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
9. **CHANGES IN SERVICE/CHARGES.** We may change our Services and charges, including deleting Services. We will give you thirty (30) days' prior notice of changes in charges or Services in conformity with applicable law. You acknowledge that the content, programs and/or formats of the Services may be discontinued, modified or changed by the owners of the services at any time without prior notice.
10. **TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Service shall only be provided to you at the Service location where JACKSON COUNTY REMC installation is performed. Member/Customer may not transfer Member/Customer's rights or obligation to the Service to any successor tenant or occupant or to any other address without JACKSON COUNTY REMC's prior consent.
11. **SERVICE AND REPAIRS.** We will make reasonable efforts to maintain our system and respond to service calls in a timely manner. We will repair damage to Equipment, or interruption of Service, due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is your sole responsibility and you must pay us for the cost of repair or replacement.
12. **ACCESS ON PREMISES.** By entering into this Agreement, you hereby grant to JACKSON COUNTY REMC a license to enter upon your premises to construct, install, maintain, inspect and/or replace all other Equipment necessary to provide Services. If you are not the owner of the premises, you warrant that you have authority to grant such a license to JACKSON COUNTY REMC or that you have obtained the consent from the owner of the premises for us to make the installation and maintenance contemplated by this Work Order. Furthermore, as the owner of the premises at which the Services are provided, I will upon request grant to JACKSON COUNTY REMC a perpetual easement without charge on and through my premises to construct, install, maintain, inspect and/or replace our outlets, transmission lines and all other Equipment necessary to provide Services to myself and others. This service agreement is for the provision of communications service as that term is defined in IC, 32-30-16-3 and IC, 8-1-32.5-3. The Customer understands and acknowledges that by executing this service agreement the customer is expressly consenting to the expansion of any existing electric easement, whether recorded or unrecorded, that the Jackson County REMC has over the Customer's real estate to include communications infrastructure without the payment of any additional compensation.
13. **COMPLIANCE WITH AGREEMENT.** We reserve the right to suspend performance or terminate Service for the breach of any of these terms and conditions or our policies related to the Services.
14. **CORRESPONDENCE.** Do not mail written correspondence with your bill statement. PLEASE SUBMIT ALL CORRESPONDENCE TO JACKSON COUNTY REMC'S LOCAL OFFICE.

15. **PRIOR ACCOUNTS.** Member/Customer warrants that no monies are owing to JACKSON COUNTY REMC from previous accounts with JACKSON COUNTY REMC. If JACKSON COUNTY REMC finds a prior account with Member/Customer with monies owed to JACKSON COUNTY REMC then JACKSON COUNTY REMC may apply any funds received to prior account(s).
16. **AMENDMENT.** We may amend these terms and conditions of the Agreement, on a prospective basis, upon reasonable prior written notification to you.
17. **MEMBER/CUSTOMER WARRANTIES.** You represent and warrant that you are at least 18 years of age and are legally authorized to enter into this Agreement. You warrant that you are legally empowered to authorize JACKSON COUNTY REMC to enter upon the premises for the purposes set forth in this Agreement, including but not limited to: (a) placing fiber-optic lines near or adjacent to the current locations of other utilities on the property, and if necessary, to install an above ground pedestal on the premises; (b) attaching wiring and equipment to a structure; and (c) installing, maintaining, repairing, or disconnecting Service.
18. **WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. a.) JACKSON COUNTY 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. b.) Limitation of Liability. JACKSON COUNTY REMC shall not be liable to Member/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 JACKSON COUNTY 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. c.) Member/Customer Exclusive Remedy. JACKSON COUNTY REMC's entire liability and Member/Customer's exclusive remedy with respect to the use of the Services or any breach by JACKSON COUNTY REMC of any obligation JACKSON COUNTY REMC may have under these Terms and Conditions shall be Member/Customer's ability to terminate the Service or to obtain the replacement or repair of any defective Equipment. In no event shall JACKSON COUNTY REMC's liability to Member/Customer for any claim arising out of this Agreement exceed the amount paid by Member/Customer during the preceding thirty (30) day period.
19. **MEMBER/CUSTOMER INDEMNIFICATION.** YOU AGREE THAT YOU SHALL BE RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS JACKSON COUNTY REMC AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE US FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY US IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION ARISING OUT OF; (i) YOUR 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 YOUR USE OF THE SERVICE OR ANY UNAUTHORIZED APPARATUS OR SYSTEM; AND (iii) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT.
20. **SERVICE INTERRUPTIONS.** We assume no liability for interruption of Service or alterations in programming due to circumstances beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather. We assume no liability for any substitution, discontinuation or modification of any programming. We will restore service as soon as possible after you report a service interruption or other problem if the cause was not beyond our control, including without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather.

21. **VOICE 911/E 911 SERVICE LIMITATIONS AND LIMITATION OF LIABILITY-** You understand and acknowledge that you may lose access to Phone service 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) **SERVICE PROVIDER’S NETWORK OR FACILITIES ARE NOT OPERATING;** (ii) **IF YOU OTHERWISE LOSE YOUR BROADBAND CONNECTION;** (iii) **IF YOU ARE EXPERIENCING A POWER OUTAGE;** (iv) **IF ELECTRICAL POWER TO THE MODEM IS INTERRUPTED;** and (v) **IF YOU FAILED TO PROVIDE A PROPER SERVICE ADDRESS OR MOVED THE SERVICE TO A DIFFERENT ADDRESS.** You agree that JACKSON COUNTY REMC shall have no liability for any damages caused, directly or indirectly, by Member/Customer’s inability to access the Services, including 911/E911 services. You agree to defend, indemnify, and hold harmless JACKSON COUNTY REMC, its officers, directors, employees, affiliates and agents who furnish services to you in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorney’s fees) by, or on behalf of, you or any third party or user of your account relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of you or any third person or party or user of the Service to be able to dial 911 or to access emergency service personnel.
22. **INTERNET ACCESS SPEEDS.** The internet access speeds quoted are the maximum rates by which downstream Internet access data may be transferred between JACKSON COUNTY REMC facilities and the network interface device at your home, office or apartment building. The maximum rate is not guaranteed and may vary. The quoted speeds should not be confused with the speed at which Member/Customer’s modem receives and sends Internet access data through the public internet as such speeds are impacted by many factors beyond JACKSON COUNTY REMC’S control. Actual internet speeds vary due to many factors including the capacity or performance of your computer or modem and its configuration, your wiring and any wireless configuration, your destination and traffic on the Internet, internal network or other factors at the internet site with which you are communicating, congestion on the network and the general speed of the public internet. The actual speed may affect your on-line experience including ability to view streaming video and speed of downloads. Except as otherwise provided by law, we reserve the right to implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service Member/Customers.
23. **INTERNET USE.** You understand that use of our internet Service is subject to our Acceptable Use Policy, as may be amended from time to time, which can be found at www.jacksonconnect.net, or may be requested by contacting us at JACKSON COUNTY REMC PO Box K, Brownstown, IN 47220 or 812-358-4458. You assume all responsibility and liability for the security of information on your personal devices, including but not limited to your computer, and information you transmit or receive through the Services. We have no responsibility, and we disclaim any liability for the security of any information on your personal devices, or the security or accuracy of any information or data transmitted or received through the Services. We have no responsibility, and we disclaim any liability for unauthorized access by third persons to your personal devices, files, or data or any loss or destruction of your files or data.

Board Approved: 10/12/2017

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