



**TERMS AND CONDITIONS OF SERVICE**  
**("Terms")**

**CONTRACT TERMS, EARLY TERMINATION, AND SERVICES:** The Customer commits to an initial 12-month contract period and Customer agrees to receive the Broadband internet services from EMPOWER ("Services") and pay all rates and charges incurred during the contract period. The 12-month contract period begins on the date Services are activated. Monthly charges will be prorated for the first and last month of Services. On the first billing statement after activation, Customer will be invoiced an installation fee ("Installation Fee") of \$100. Notwithstanding the foregoing, if the service drop has been installed but Customer fails to respond to EMPOWER's attempt to schedule activation, monthly charges will begin 60 days after the earliest date that EMPOWER has contacted Customer to attempt to schedule service activation. The charge for early termination of Services during the contract period is \$190.00, plus applicable taxes and fees. If Customer takes no action to change the subscribed plan before the expiration of the 12-month term, Customer's account will automatically be renewed on a monthly basis at the then current rate. The Customer will comply with and be bound by the Terms as amended from time to time.

**ONLINE BILLING THROUGH SMARTHUB:** Customer is encouraged to complete the SmartHub registration process following the application for Services. EMPOWER's standard service does not deliver a paper bill. Monthly bills are distributed through SmartHub. Customer may elect paper bills for a monthly fee of \$4.00 as adjusted from time to time.

**AUTHORIZED CONTACTS:** Each time Customer calls EMPOWER, Customer will be required to verify they are an authorized contact for the account. If appearing in person, Customer may be asked to provide photo I.D. before any account information can be discussed. The only individual(s) that can make changes to the account will be those listed as authorized contacts ("Authorized Contacts") for the account. Additional Authorized Contacts may be added by Customer request.

**PRICING:** Prices charged for Services may change and Customer will receive notice at least one month prior to the change. EMPOWER reserves the right to modify, suspend or terminate any plans offered. In addition to monthly Services charge, EMPOWER will bill Customer for any applicable federal, state or local tax, fee or surcharge along with any applicable regulatory fees or surcharges. Additionally, contributions to the Federal Universal Service program imposed on EMPOWER for applicable telecommunications components of Customer's Services will be charged on a pass-through basis.

**PAYMENT:** Customer will be invoiced in advance of receiving Services and will timely pay all invoiced charges for Services and applicable fees ("Charges"). A full listing of fees is available at [www.EmpowerMEC.net](http://www.EmpowerMEC.net). Any unpaid balance will be assessed a \$15.00 late fee. EMPOWER will discontinue Services for repeated or continuing failure by Customer to timely pay Charges. Accounts disconnected for nonpayment will be reconnected no sooner than the business day following the day all outstanding Charges have been paid. Customer authorizes EMPOWER to investigate Customer credit history prior to initiating service. Customer may be required to provide a deposit prior to receiving service. Customer agrees EMPOWER may contact Customer to collect amounts owed via both automated and live calls.

**INTERNET ACCESS SPEEDS.** Internet access speeds quoted are maximum rates for internet access data transferred between EMPOWER facilities and the network interface device at Customer premises. They may vary and are not guaranteed. Quoted speeds at which Customer receives and sends data through the internet are impacted by factors beyond the control of the EMPOWER, including, without limitation, configuration of Customer devices, premises wiring and wireless operation, destination and traffic on the internet, internal network or other factors at the site with which Customer is communicating, congestion on the network and the general speed of the internet. EMPOWER may implement network management controls to optimize and ensure that adequate speed and data transfer is available to all internet service customers. Not all services within a plan are available in all areas.

**VOIP TELEPHONE:** VOIP telephone service includes Caller ID, Call Forwarding, Unlimited Long Distance and Voicemail. Additional features are available upon request. Some features will require additional fees.

**DISCLAIMER OF WARRANTIES, SERVICE DISRUPTIONS:** Services are provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied. EMPOWER will, from time-to-time, perform maintenance and upgrades that may temporarily disrupt Services. EMPOWER disclaims any liability for any damage, loss, harm or injury resulting from disruption of Services. EMPOWER will restore Services within a commercially reasonable time after a reported Service interruption, consistent with industry standards and as limited by local conditions.

**CYBER SECURITY:** Customer assumes all responsibility and liability for the security of information on Customer devices. EMPOWER disclaims all liability for unauthorized access by third parties to Customer devices, files, or data, or for loss or destruction of files or data.

**ACCEPTABLE USE:** EMPOWER may suspend performance or terminate Services for any breach of the Terms. Theft of Services is a crime and will be prosecuted vigorously. Customer shall not re-sell, re-license or re-distribute Services to any individual, company or organization. Customer shall not use Services in any manner that precludes or significantly hampers its use by others. Customer shall not send messages likely to result in loss of or damage to any other party's systems or data. Customer shall not distribute messages to lists or individuals that have not explicitly requested or consented to such messages, particularly where such use causes congestion of the networks or otherwise interferes with the use of others. Customer shall not develop or deploy programs that harass other users, infiltrate a computer or computing system or damage or alter the software components of a computer or network.

**EMPOWER EQUIPMENT:** Services shall be furnished at the address of installation ONLY. Equipment installed by EMPOWER at Customer premises, including without limitation any ONT, modem, cable and electronic devices ("EMPOWER Equipment"), are and shall remain the property of EMPOWER and shall not be damaged, altered, misused, repaired, in any manner tampered with or opened by the Customer. Customer is responsible for safekeeping of all EMPOWER Equipment. Further, Customer shall not remove from EMPOWER Equipment any markings or labels. Customer is financially responsible for damage caused to EMPOWER copper, fiber-optic, coaxial cable at Customer premises. EMPOWER equipment shall not be moved from Customer premises or used in any other location. Additionally, Customer is financially responsible for failure to return any EMPOWER Equipment when service is disconnected and/or terminated.

**WIRING AND POWER REQUIREMENTS:** Except for cables connected to EMPOWER Equipment, Customer is responsible for installing and maintaining all wiring inside Customer's premises. Customer further certifies that the wiring of the premises has been installed according to all federal, state and local regulations. **SERVICES REQUIRE ELECTRICITY AT THE CUSTOMER'S SERVICE LOCATION. IF AN ELECTRICAL SERVICE OUTAGE OCCURS, BROADBAND AND TELEPHONE SERVICES WILL NOT FUNCTION DURING THE OUTAGE PERIOD.**

**EASEMENT AND RIGHT OF ACCESS TO PREMISES:**

As condition of providing Services, EMPOWER, requires an easement ("Easement") to, over, under and across the property to which Services are to be provided ("the Premises"). Such Easement must grant EMPOWER the right to construct, install, maintain, connect, reconnect, inspect, upgrade, extend, expand, remove and/or replace communication lines, equipment, material and infrastructure, including, but not limited to, poles, wires, cables, anchors, guys, cross arms, both overhead and underground cables, above ground pedestals, and other necessary appurtenances. Further, the Easement must grant EMPOWER the right to attach wiring and equipment to structures, and to access adjacent and other premises.

EMPOWER must also have a right of access ("Right of Access") to enter the Premises at all times for the purpose of maintaining, testing, removing its wiring, equipment and other property. In the event such access is at any time denied to EMPOWER, its agents, representatives or employees, EMPOWER may discontinue Services to the Premises without notice.

CUSTOMER OWNED PREMISES:

If Customer owns the Premises to which Services are provided, Customer, as a condition of receiving service hereby grants the Easement and a Right of Access to EMPOWER.

PREMISES NOT OWNED BY CUSTOMER:

If Customer is not the owner of the Premises, then it shall be Customer's responsibility to secure the Premises owner's permission for service installation including the completion and return of EASEMENT, RIGHT OF ACCESS and INSTALLATION AUTHORIZATION forms. Customer also hereby grants a Right of Access to EMPOWER.

**UNDERGROUND FACILITIES LOCATION.** Customer is responsible for marking and identifying all private underground facilities prior to installation. EMPOWER is not liable for any damages to such private underground facilities not properly marked or identified by the Customer.

**CUSTOMER AGREEMENT TO HOLD HARMLESS.** The Customer shall not use EMPOWER's network in any illegal manner whether as specified in the Terms of Service or as defined by applicable local, state, federal and international treaties, laws and regulations. Customer shall be responsible for and shall defend, indemnify, and hold harmless EMPOWER and its employees, affiliates, suppliers, agents and contractors, and shall reimburse EMPOWER for any damages, losses, or expenses, including, without limitation, reasonable attorney's fees and costs incurred by EMPOWER, in connection with any claims, suits, judgements and causes of action arising out of (i) Customer's use of Services and equipment; (ii) violation or infringement of contractual rights, privacy, confidentiality, copy-right, patent, trademark, trade secret or other intellectual property and proprietary rights arising from use of Services or any unauthorized apparatus system; and (iii) Customer's breach of any provision of this application.

**JURISDICTION; VENUE; CHOICE OF LAW.** Customer agrees that exclusive jurisdiction for any claim or dispute with EMPOWER relating to the Terms of the Services resides in the courts of the Commonwealth of Virginia and that this Agreement shall be governed by Virginia law. If legal action is necessary to enforce or interpret Terms or compel performance thereof, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled. Both parties irrevocably waive the right to a civil jury trial for any litigation arising from or related to Terms or Services.