

EMPOWER Broadband and EMPOWER Telecom Terms & Conditions of Service.

Revised June 30, 2020

Customer will comply with, and be bound by, EMPOWER Broadband and/or EMPOWER Telecom, (“Provider”) Terms of Service.

SMARTHUB. Customer is required to complete the SmartHub registration process following the in-home installation. Provider’s **standard service does not deliver a paper bill** and monthly bills will be distributed and available through SmartHub. In the event the Customer elects to receive a paper bill, such service will be provided at a monthly fee of \$15.00 or as adjusted from time to time.

CONTRACT TERMS, EARLY TERMINATION, AND SERVICES: The Customer commits to an initial 24-month contract period whereby Customer agrees to receive the Ordered Services and pay all rates and charges incurred during the contract period. The charge for early termination of service during the contract period shall be the monthly broadband “Premium Package” rate, plus contracted phone rates, multiplied by the number of remaining months under the contract. Early termination will also include any collection costs and/or attorney’s fees. Provider will be at liberty to pursue all rights and remedies it may have at law or in equity.

If Customer takes no action to change his/her plan before the expiration of the 24 month term, Customer’s account will automatically be renewed on a monthly basis at the then current rate.

Customer acknowledges Provider will provide high-speed data transport services simultaneously with voice service over one line to Customer’s premises under terms and conditions set forth.

The Customer will comply with, and be bound by, Provider’s Terms of Service and as they may be amended from time to time. Customer acknowledges the use of Services upon notice shall constitute Customer’s acceptance of such modifications.

Provider’s Terms of Service may be amended from time to time. Customer’s use of Services after such amendment shall constitute Customer’s acceptance of such modifications.

PACKAGE PRICING: Customer understands that the prices charged for services covered by this contract may change and he/she will receive written notice at least one month prior to the change. Provider reserves the right to suspend or terminate any services and or packages offered that may be covered by this agreement.

In addition to monthly service charges, the Provider will bill the 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 Provider applicable to amounts paid by the Provider for telecommunications components of the customer’s Internet or telephone services will be charged by Provider to the customer as a Federal Universal Service Pass-Through Charge.

PAYMENT TERMS UPON APPROVAL OF APPLICATION FOR SERVICES: Customer will, when service is made available, pay all rates and charges applicable (including but not limited to, charges for installation, equipment, services, and all applicable local state or federal fees, taxes and surcharges) for the services

ordered by Customer (the "Ordered Services"). The monthly service charges will begin upon completion of the provisioning and installation of the service at the Customer's service location(s) and may be prorated for the first and last month of service. Monthly billing for Ordered Services will be in advance of receiving Services. Any unpaid balance will be assessed a \$15.00 late fee or as adjusted from time to time. Any default by the Customer in the payment of his/her service charges and/or fees shall give Provider the right to disconnect and/or remove the service. Accounts disconnected for nonpayment will be reconnected the business day following the day the unpaid balance is received. The Customer authorizes the Provider to make an investigation of his/her credit history prior to initiating service. At the sole discretion of Provider, the Customer may be required to provide a deposit prior to receiving service. Customer agrees that Provider may make attempts to contact the Customer and collect amounts owed via both automated and live calls. A full listing of Rate and Charges Schedule is available at www.EmpowerMEC.net

INTERNET ACCESS SPEEDS. The internet access speeds quoted are the maximum rates by which downstream internet access data may be transferred between Provider 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 the control of the Provider. Actual internet speeds vary due to many factors including the capacity or performance of computer and its configuration, wiring and 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's on-line experience, including ability to view streaming video and speed of downloads. Except as otherwise provided by law, Provider 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. Customer agrees and understands that Provider may utilize the wireless component of the router/ONT device to extend coverage of the network for internal or external use on a separate network independent of the Customer's network or services which will not impede or restrict access to Customer's Ordered Services. By contracting with Provider, it is understood that all services within a package or bundle may not be available in all areas thus making the package or bundle unavailable at that time. A review of the service area and other plant conditions must be completed prior to subscribing to services.

SERVICE DISRUPTIONS / INTERRUPTIONS. Customer understands that Provider will, from time-to-time, perform facility maintenance and network hardware and software upgrades that may result in periodic service disruptions. Provider assumes no liability for interruptions of Service. Provider will restore Services within a reasonable time after a reported Service interruption.

SECURITY. 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 Ordered Services. Provider assumes no responsibility and disclaims any liability for unauthorized access to third persons to Customer personal devices, files, or data or any loss or destruction of files or data.

CUSTOMER'S COMPLIANCE AND WARRANTIES. Provider Services are provided under the terms of this application on an "as is" and "as available" basis without warranties of any kind, either expressed or

implied. Provider reserves the right to suspend performance or terminate Services for the breach of any of these Terms and Conditions or policies related to the Services.

The receipt of Services without authorization is a crime and will be addressed accordingly.

Customer agrees not to re-sell, re-license or re-distribute Services to any individual, company or organization. Customer understands he/she may not use the account provided in a manner that precludes or significantly hampers its use by others. Customer understands that he/she may not send messages likely to result in the loss of recipients' work or system. Customer understands that he/she may not broadcast messages to lists or individuals that have not explicitly expressed an interest in such messages, particularly where such use causes congestion of the networks or otherwise interferes with the work of others. Customer understands that he/she may not develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer, or computing system.

If, after Customer has pre-qualified to receive Internet Service, and Provider determines that it is unable to provide the Service to Customer's premises for any reason, this Agreement will become null and void.

By signing the application for Services, Customer acknowledges that he/she is 18 years of age and legally competent and authorized to agree to these terms and conditions of service.

CHANGE OF ADDRESS / TRANSFER OF ACCOUNT. ORDERED SERVICES shall be furnished at the address of installation ONLY. Further, equipment cannot be moved from Customers premises and used in another location. Customer rights and obligations to Services may be assigned to a successor for the remaining term of this contract with the written consent of Provider.

TAMPERING / MISUSE / LOST / STOLEN. In the case of fiber service, a Router/Optical Network Terminal (ONT) will be provided to the Customer and remain the property of Provider. Customer is responsible for safekeeping of all equipment leased from Provider. All cable and electronic devices supplied by the Provider remain the property of the Provider and shall not be damaged, altered, misused, repaired, in any manner tampered with or opened by the Customer. Further, Customer shall not remove from the equipment any markings or labels. Customer shall be financially responsible for damage caused to Provider's copper or fiber-optic cable and/or devices at the Customer's premises. Additionally, Customer shall be financially responsible for the failure to return any Provider Owned Devices when service is disconnected and/or removed.

CUSTOMER WIRING CERTIFICATION / POWER REQUIREMENTS. Except for the Provider's fiber-optic cable connected to the Router/ONT, it is the responsibility of the Customer to install and maintain all wiring inside Customer's premises. Customer further certifies that the wiring of the premises to which Provider will deliver Services has been installed according to all federal, state and local regulations. The Customer understands and acknowledges that the furnished Services require electricity at the Customer's service location, and if an electrical service outage occurs, fiber optic and telephone services will not function during the outage period.

ACCESS ON PREMISES / OWNER AUTHORIZATION. The Customer, as a condition of receiving service from the Provider, grants Provider, without charge, an easement to, over, under and across Customer's property 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. The easement hereby granted by Customer to Provider shall include the right to attach wiring and equipment to structures and further, allow service to adjacent subscribers. Upon installation of Services by Provider, Provider shall have the right of access to enter upon Customer/Owner's property and 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 Provider, its agents, representatives or employees, Provider shall have the right to discontinue Services to the premises without notice.

It is Customer's responsibility to secure premise owner's permission for service installation including the completion and return of EASEMENT and the INSTALLATION AUTHORIZATION form if the Customer is not the owner.

UNDERGROUND SERVICE AGREEMENT. Customer is responsible for marking and identifying all private underground facilities prior to installation. Provider is not liable for any damages to any underground facilities not properly marked or identified by the Customer.

CUSTOMER AGREEMENT TO HOLD HARMLESS. The Customer agrees to not use Provider's network in any illegal manner as specified in the Terms of Service and as further defined by local, state, and federal laws and regulations. Customer shall be responsible for and shall defend, indemnify, and hold harmless Provider and its employees, affiliates, suppliers, agents and contractors, and shall reimburse Provider for any damages, losses, or expenses, including, without limitation, reasonable attorney's fees and costs incurred by Provider, 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 Provider relating to this Agreement or the Service 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 the terms of this Agreement 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.