

# TERMS & CONDITIONS OF SERVICE

Effective Date: May 26, 2023

By signing up and installing our broadband services, including but not limited to high speed data, video or phone, including 911 and E 911 services (individually and collectively "Services") provided by Federated Rural Electric Association ("Federated"), doing business as Federated Broadband ("Federated" or "we" or "us") (Federated Rural Electric Association and Federated Broadband are collectively known as "Federated"), you ("Customer") acknowledge that you are at least 18 years of age and legally authorized to agree to the Terms and Conditions and billing procedures outlined below. As used in this agreement, Federated Rural Electric Association and Federated Broadband shall mean both of its subsidiaries, agents, affiliates, representatives, employees, directors, and assigns. As used in this agreement, Customer shall apply to the individual signing below along with his/her family members, others living on the premises, guests, heirs, assigns, and representatives.

- 1. SUBSCRIPTION AND PAYMENT TERMS.** Customer is subscribing to Services set forth on this work order. Customer agrees to pay monthly charges in advance, including all applicable taxes and fees. If a Federated Broadband account transaction results in a credit after the monthly billing, said credit will remain on Federated Broadband account. Customer agrees to pay for all Services provided by Federated Broadband including but not limited to charges for installation and equipment. Customer will comply with, and be bound by, the existing and all future amendments, alterations, changes or revisions of the by-laws of Federated together with the Rules and Regulations of Federated Broadband.
- 2. ONLINE PAYMENT PORTAL.** Customer is encouraged to complete the Online Portal registration process following the in-home installation. Monthly bills will be distributed and available through the Portal. Customers are encouraged to use the Autopay program to ensure regular and timely delivery of monthly payments.
- 3. LATE/OTHER CHARGES AND SECURITY DEPOSIT.** Customer understands that Federated Broadband may require a security deposit and/or issue penalty fees and/or finance charges for monthly charges not paid by stated due date. The penalty fee and/or finance charges are a reasonable estimate of costs to manage past due accounts. If Service is disconnected, Federated Broadband may impose a reconnect charge and/or security deposit, in addition to collecting any outstanding balance, including any fees, before service is restored. If Customer's check is returned for insufficient funds, Federated Broadband may impose a service charge based on the fee schedule. Further, Customer understands and agrees that Federated Broadband may charge the credit card on file any time the account becomes past due, in accordance with applicable law. If Customer has not paid amounts due within 30 days of the due date, all legal methods may be used to collect amounts due. Customer agrees to pay Federated Broadband for any amounts due, and all reasonable agency and attorney fees incurred, including, without limitation, court costs.
- 4. COMMUNICATIONS, DISCLOSURES AND NOTICES.** Federated Broadband will send out any and all communications, disclosures, and notices (disconnect notices, payment reminder notices, changes in terms of services notifications, etc.) in electronic form for any products, services and/or accounts that Subscriber had or applies for, either now or in the future. Subscriber agrees to keep Subscriber's email address current with Federated Broadband. Should your email be deemed undeliverable by Federated Broadband, Federated Broadband will attempt to contact you through reasonable means as determined by Federated Broadband. Subscriber may withdraw consent to receive electronic communications or update Subscriber's email address by calling Federated Broadband at 507-847-3520. Your withdrawal of consent will become effective only after Federated Broadband has had a reasonable opportunity to act upon it.
- 5. OWNERSHIP OF EQUIPMENT- RISK OF LOSS.** "Equipment" includes all Equipment installed by Federated Broadband in or on Customer premises including, without limitation, inside or outside optical network terminals (ONT) and wiring. This equipment and other Federated Broadband property and facilities (Equipment) delivered to Customer and/or installed on the premises to receive the Service shall remain the sole and exclusive property of Federated Broadband. Customer assumes the risk of loss, theft or damage to all Equipment at all times prior to the removal of the outside units by Federated Broadband or return of the inside units by Customer. Customer agrees to pay any inside Equipment lease charges associated with the Service. Upon termination of Service for any reason, Customer agrees to immediately return all inside Equipment in the operating condition as when received (reasonable wear and tear excepted) directly to Federated Broadband within 5 days of the termination. In the event that the Equipment is destroyed, damaged, lost or stolen, or the inside unit is not returned to Federated Broadband for any reason within 5 days of termination, including fire, flooding, storm or other incident beyond Customer's control, Customer shall be liable to Federated Broadband for the full replacement cost of any unreturned or damaged Equipment. Customer agrees to allow Federated Broadband access to the property to remove any outdoor equipment. Further, Customer understands and agrees that Federated Broadband may charge the credit card or bank draft on file at time of termination of Service for the cost for any unreturned or damaged Equipment, in accordance with applicable law.
- 6. TAMPERING/MISUSE/LOST/STOLEN.** Customer 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 Customer premises and used in another location. Customer is responsible for the safekeeping of all Equipment. If any Equipment is destroyed, damaged, lost or stolen while in Customer possession, Customer shall be liable for the cost of repair or replacement of the Equipment.
- 7. TERMINATION OF SERVICE BY CUSTOMER.** Account holders may terminate Service in person at the system office or by telephone. Account holders are liable for all Services rendered by Federated Broadband up to the time the account has been de-activated and all inside Equipment has been returned. Customer agrees to allow Federated Broadband access to the property to remove any outdoor Equipment. Customer will not attempt to remove any outside Equipment. Further, Customer understands and agrees that Federated Broadband may charge the credit card or bank draft on file for any unpaid charges, the cost for any unreturned or damaged Equipment and/or contract cancellation fees, in accordance with applicable law. Upon termination of service, if a Federated Broadband account pro-rated billing results in a credit after the final closing of services, said credit will transfer to the electric account associated with the location number for members.

# TERMS & CONDITIONS OF SERVICE (cont.)

Effective Date: May 26, 2023

**8. THEFT OF SERVICE.** The receipt of Services without authorization is a crime. Customer understands that the law prohibits willful damage, alteration or destruction of Equipment. Customer may be subject to both civil and criminal penalties for such conduct. Customer shall not move Equipment to another location or use it at an address other than the Service address without prior authorization from Federated Broadband.

**9. TERMINATION OF SERVICE-BY-SERVICE PROVIDER.** Federated Broadband will give Customer at minimum five (5) days' prior notice of a disconnection of all or part of Service, except if the disconnection is requested by Customer. If Customer's bill is not paid after notification is received, Federated Broadband may disconnect Service. Upon termination for any reason, Federated Broadband may charge additional fees on any unpaid balance. Further, Customer understands and agrees that Federated Broadband may charge credit card or bank draft on file in the amount of any outstanding balance, the cost for any unreturned or damaged Equipment and/or contract cancellation fees, in accordance with applicable law.

**10. CHANGES IN SERVICE/CHARGES.** Federated Broadband may change or eliminate Services and charges.

a. Federated Broadband will give Customer a 30-day notice of increases or other changes in charges, or

b. Services in conformity with applicable law.

**11. TRANSFER OF ACCOUNT/CHANGE OF RESIDENCE.** The Service shall only be provided at the address where Federated Broadband completes installation. Account holder may not transfer Customer's rights or obligation to the Service to any successor tenant or occupant or to any other address without providing Federated Broadband with written consent from original Customer and successor (unless previous party is deceased and, in that case, will need to prove a death certificate). Transferee agrees to sign Federated Broadband Service Agreement. Service obligations are not transferred until new agreement is signed by successor Customer.

**12. SERVICE AND REPAIRS.** Federated Broadband will make reasonable efforts to maintain system and respond to service calls in a timely manner. Federated Broadband will repair Equipment damaged due to reasonable wear and tear or technical malfunction. Physical damage to Equipment caused by intentional or negligent misuse is Customer's sole responsibility. Customer is responsible to pay cost of repair or replacement.

**13. ACCESS ON PREMISES.** As a condition of receiving Services, Customer grants to Federated Broadband authorization to enter premises to construct, install, maintain, inspect, replace and/or remove all Equipment necessary to provide Services. Furthermore, as the owner of the premises at which the Services are provided, Customer will, upon request, grant to Federated Broadband a perpetual easement without charge to enter and to construct, install, maintain, inspect, replace and/or remove Federated Broadband's Customer Premises Equipment (CPE), Optical Network Terminal (ONT), fiber optic lines and all other Equipment necessary to provide Services to Customer and others. Customer, if owner, will also grant the right to remove trees and obstructions to provide clear right-of-way for all communication cable and equipment.

a. If Customer is not the owner of the premise, Customer warrants that he/she has authority to grant such access to Federated Broadband or that he/she has obtained the consent from the owner of the premises for Federated Broadband to install and maintain Equipment as indicated on work order. In addition, Customer agrees to supply Federated Broadband or Federated Broadband's agent the owner's name, address and phone number and/or evidence that the owner has authorized in writing for the Customer to grant access to Federated Broadband and Federated Broadband's agents to the premises.

b. Customer will be responsible for payment of any charges assessed by Federated Broadband for visits to Customer premises to install, maintain, inspect, repair or remove any Services and Equipment, without limitation, in response to any difficulty caused, in whole or in part, by equipment, services or facilities not provided by Federated Broadband, for service calls at times other than normal business hours and for any non-routine installation or maintenance.

c. Customer agrees to provide Federated Broadband employees and representatives with a safe working environment while on the premises. If a Federated Broadband employee or representative deems the working environment unsafe in his/her sole discretion, Customer agrees that Federated Broadband may not elect to provide any Services, including without limitation installation, repair, maintenance, support or training services, on the premises until such premises are deemed safe by Federated Broadband.

**14. PRIOR ACCOUNTS.** Customer warrants that no monies are owing to Federated Rural Electric Association or Federated Broadband. If Federated Broadband finds a prior account with Customer with monies owed to Federated Rural Electric Association or Federated Broadband, then Federated Broadband may apply any funds received to that prior account. Prior accounts where money is owed to Federated Rural Electric Association or Federated Broadband must be paid in full before starting broadband services.

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**15. WARRANTY DISCLAIMER; LIMITATION ON DAMAGES.** OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSOR IMPLIED. FEDERATED BROADBAND DOES NOT WARRANT THAT SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITYAND/OR PERFORMANCE OF THE SERVICEIS WITH THE CUSTOMER.

a. FEDERATED BROADBAND 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. FEDERATED BROADBAND 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 FEDERATED BROADBAND, ORRELATING TO ANY SERVICES FURNISHED, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND REGARDLESS OF THECAUSESOF SUCH LOSS OR DAMAGESOR WHETHER ANY OTHER REMEDYPROVIDED HEREIN FAILS.

c. CUSTOMER EXCLUSIVE REMEDY. FEDERATED BROADBAND'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECTTO THE USE OF THE SERVICES OR ANY BREACH BY FEDERATED BROADBAND OF ANY OBLIGATION VIBRANT 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 FEDERATED BROADBAND'S LIABILITY TOCUSTOMER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER DURING THE PRECEDING THIRTY (30) DAY PERIOD.

**16. CUSTOMER INDEMNIFICATION.** CUSTOMER IS RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS FEDERATED BROADBAND AND ITS EMPLOYEES, AFFILIATES, SUPPLIERS, AGENTS AND CONTRACTORS AND SHALL REIMBURSE FEDERATED BROADBAND FOR ANY DAMAGES, LOSSES OR EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES AND COSTS) INCURRED BY FEDERATED IN CONNECTION WITH ANY CLAIMS, SUITS, JUDGMENTS AND CAUSES OF ACTION.

a. 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 BREACH OF ANY PROVISION OF THIS AGREEMENT.

**17. SERVICE INTERRUPTIONS.** Federated Broadband assumes no liability for interruption of Service beyond its control, including, without limitation, acts of God, natural disaster, fire, civil disturbance, strike or weather

**18. INTERNET ACCESS SPEEDS.** The internet access speeds quoted are the maximum rates by which downstream Internet access data may be transferred between Federated Broadband 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 Federated Broadband. Actual internet speeds vary due to many factors including the capacity or performance of your 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, Federated 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.

**19. INTERNET USE.** Customer understands that use of Services is subject to Federated Broadband's Acceptable Internet Use Policy, which may be amended from time to time. Policy can be found online at federatedbroadband.coop, or by contacting Federated Broadband at 507-847-3520. Customer assumes all responsibility and liability for the security of information on personal devices, including but not limited to computer, and information transmitted or received through the Services. Federated Broadband 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. Federated Broadband 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.

**20. TROUBLESHOOTING.** Please contact Federated Broadband tech support for service issues at 507-847-3520 relating to Federated Broadband's internet as IP-TV Services.

**21. COMPLIANCE WITH AGREEMENT.** Federated Broadband reserves the right to suspend performance or terminate Service for the breach of any of these Terms and Conditions or policies related to the Services at any time for any reason.

**22. SECURITY SYSTEM.** It shall be the Customer's sole responsibility to inform Federated Broadband, in writing and prior to installation of the Services, of any security system located on the Customer's premises. If the Customer fails to inform Federated Broadband of any security system, the Customer waives any and all claims, suits, judgments, and/or causes of action that arise out of, arise from, and/or are related to the Customer's security system.