



TERMS OF SERVICE AGREEMENT FOR BROADBAND SERVICE

This “Terms of Service” Agreement governs the use of internet related services provided by Forked Deer Connect, LLC.

“Service(s)” refers to any internet related service you receive from Forked Deer Connect, LLC. or its affiliates including but not limited to dial-up, High Speed Internet Access, Dedicated Internet Access, Managed Service, web hosting, data center hosting, Enterprise hosting, voice services, video services or Unified Messaging. **By using any Service you agree to abide by and be bound by the terms and conditions of this document.** This “Terms of Service” document may be revised by Forked Deer Connect, LLC at any time by posting on our website.

Any violation of this agreement may result in Forked Deer Connect, LLC taking actions ranging from a warning to a suspension of privileges to termination of services. Forked Deer Connect, LLC may, but is under no obligation to: provide you with advance notice of any violation, via email or otherwise, and request that such violation be corrected immediately prior to action.

Forked Deer Connect, LLC may refer potential violations of laws to the proper authorities, may cooperate in the investigation of any suspected criminal or civil wrong, and will cooperate with authorities when required to do so by law, subpoena, or when public safety is at stake.

Customer Electronics

You agree that Forked Deer Connect, LLC is not responsible for the maintenance, operation, service or repair of any customer-owned equipment (television, computer, telephone, or any device) connected to the services.

Equipment

In order to receive service, Forked Deer Connect will install an ONT (Optical Network Terminal) device or other equipment inside and/or outside the home, business, or structure. This equipment is and shall remain the property of the parent company, Forked Deer Electric Cooperative, INC.

Access

You as the customer agree to allow Forked Deer Connect the right to enter your property for the purpose of adjusting, repairing, replacing, maintaining, moving, auditing, or removing any equipment if necessary. You also agree to allow access for the purpose of checking signal quality. As a customer, you should always ask for proper identification anytime someone requests entry to your property.

Easement

You agree to grant an easement to Forked Deer Connect, LLC and the parent company Forked Deer Electric Cooperative on and through your property to provide service extensions to self and other adjacent Customers as well as to perform necessary maintenance, service upgrades and periodic right-of-way clearing work. When possible, all service extensions will follow the existing utility easements.

Billing and Payments

Customers will be billed monthly in advance for Services to be received, plus pro-rata charges, if any, for periods not previously billed. Customer shall notify Forked Deer Connect of disputed items within thirty (30) days of receipt, or longer as required by applicable law. Failure to pay charges billed (including checks returned for insufficient funds) may result in discontinuance of Service, the removal of all Forked Deer Connect Equipment (as defined below) and/or imposition of a late payment or service charge. If the Customer has more than one account (business and/or residential) served by Forked Deer Connect, all Forked Deer Connect-provided Services at all locations may be subject to suspension or discontinuance of Service in the event any one account remains unpaid, and Forked Deer Connect may apply any funds received from Customer first to such delinquent account(s). Should Customer wish to resume a Service after any suspension, Customer may be subject to a reconnection fee. Should Customer wish to resume a Service after termination of Service, Forked Deer Connect may charge an installation fee and/or service activation fee. These fees are in addition to all past due charges and other fees. In the event collection activities are required, an additional collection charge may be imposed. Customer's first bill may include prorated charges for Service received. If partial payment is made of any bill and without waiving its right to collect the full balance owed, Forked Deer Connect will apply that payment to any outstanding charges in the amounts and proportions that it determines.

Payment by Check; Non-Sufficient Funds/Returned Items; Third Party Processing.

If Customer makes payment by check, Customer authorizes Forked Deer Connect to collect such payment electronically. If Customer's card issuer or financial institution refuses payment for insufficient funds, closed or unauthorized accounts, or any other reason, Customer will be charged an insufficient fund charge for each instance in which such payment is refused. Customer hereby authorizes Forked Deer Connect to collect any declined amount and the insufficient funds charge(s) electronically from the subject account. In addition, Customer's Service

may be suspended and/or terminated. This fee is in addition to any charges Customer's financial institution may assess. If initially rejected, Forked Deer Connect may make additional multiple attempts to execute the payment for up to thirty (30) days following the initial refusal.

Customer shall be responsible for any payment processing fees incurred when using a third party to process Customer's payments to Forked Deer Connect.

Disruption of Service

All Forked Deer Connect Services are provided on an "AS IS" and "AS AVAILABLE" basis. In no event shall Forked Deer Connect be liable for any failure or interruption of Service, including without limitation those failures and interruptions resulting in part or entirely from circumstances beyond Forked Deer Connect's reasonable control. Subject to applicable law, Forked Deer Connect may give credit with respect to Customer's recurring monthly subscription fee for qualifying outages of Forked Deer Connect Services.

Taxes and Fees

Customer agrees to pay any local, state or federal taxes and fees imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.

Recording of Communications:

Customer acknowledges and agrees that all communications between Customer and Forked Deer Connect may be recorded or monitored by Forked Deer Connect for quality assurance or other purposes.

Assignment or Transfer:

This Agreement and the Services and/or Equipment supplied by Forked Deer Connect are not assignable or otherwise transferable by Customer, without specific written authorization from Forked Deer Connect.

Termination and Expiration:

- a. Termination by Customer: Unless otherwise terminated, this Agreement shall automatically renew on a month-to-month basis. Customer acknowledges that upon such renewal all pricing is subject to change. To terminate any recurring service, Customers must call 731-836-7509, or provide a hardcopy written notice of termination to Forked Deer Connect delivered to 1135 North Church Street, Halls, Tennessee 38040.
- b. Termination for Bankruptcy: Forked Deer Connect shall have the right to terminate this Agreement immediately in the event that Customer makes an assignment for the benefit of creditors, or a voluntary or involuntary petition is filed by or against Customer under any law having for its purpose the adjudication of Customer as a bankrupt or the reorganization of Customer.
- c. Termination for Breach: In the event of any breach of this Agreement by Customer, the failure of Customer to abide by the rates, rules and regulations of Forked Deer Connect, the failure of Customer to provide and maintain accurate registration information, or any illegal activity by the Customer using any Forked Deer Connect Service, this Agreement may, at Forked Deer Connect's option, be terminated and Forked Deer Connect's Equipment removed. Failure of Forked Deer Connect to remove such Equipment shall not be deemed abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Forked Deer Connect in the event that Forked Deer Connect shall, in its discretion, find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

Rates:

All rates are subject to change in accordance with applicable law.

Disclaimer:

Forked Deer Connect assumes no liability for any program, services, content or information distributed on or through the Services and Forked Deer Connect expressly disclaims any responsibility or liability for Customer's use thereof. Further, Forked Deer Connect shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

Force Majeure:

Forked Deer Connect shall not be liable for any failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Forked Deer Connect, or of any department agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots, wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

I have read and understand the above information: Print Name

Signature: